



BIDDERS MANUAL

03/12/26

Canton Township – Western Wayne Project

44582 Geddes Rd, Canton, MI 48188

Bid Packages

02A	Structure Demolition
02B	Selective Demolition
03A	Foundations
03B	Concrete Flatwork
04	Masonry
05A	Misc. Metals & Structural Steel
05B	Cold Form Metal Framing & Trusses
06	Casework/Millwork
07A	Roofing – Shingle
07B	Roofing – Flat
08A	Doors, Frames, & Hardware
08B	Glass & Glazing
09A	Metal Studs, Drywall, & Ceilings
09B	Flooring
09C	Painting & Wallcovering
09D	Interior Floor and Wall Tile
10A	Signage

10B	Toilet Room Partitions
10C	Toilet Room Accessories
10D	Fire Extinguisher Cabinets
10E	Fire Extinguisher
22	Plumbing & Fixtures
23	HVAC
26	Electrical
32B	Asphalt
32C	Landscape
32D	Fencing
33	Earthwork, Sitework, & Utilities

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Charter Township of Canton



Invitation to Bid for Canton Township – Western Wayne

**Contact: Alex Archibald
Phone: 810.434.2523
Alex.Archibald@higleybuilds.com**

**Date Issued:
03/12/2026**

Due Date & Time: 3:00 p.m., Thursday, March 26th, 2026

Invitation to Bid

To: Potential Bidders
Project: Canton Township – Western Wayne Project
Location: 44582 Geddes Rd, Canton, MI 48188

You are invited to submit a request for proposal for all supervision, labor, materials, tools, equipment, and general conditions required to perform the work for the Bid Package(s) described herein and in the Summary of Bid Packages. Bid Proposals will be received by Bid Package only and must include all work specified for such package. Combination bid packages are acceptable.

The deadline established for the receipt of your sealed bid is 03/26/2026 at 3:00 p.m. The proposal is to be submitted online on the bidnetdirect.com / MITN Purchasing Group web portal.

PROPOSAL INQUIRY

Any questions concerning this solicitation should be directed to Alex Archibald, Higley Construction, at 810.434.2523, or e-mail at Alex.Archibald@higleybuilds.com and/or Victoria Anglin at 317.413.3086 or email victoria.anglin@higleybuilds.com.

BIDDING SCHEDULE

03/12/2026.....	Issue Invitation to Bid
03/17/2026.....	Walk Through at
9:00 AM	44582 GEDDES RD, CANTON, MI 48188
03/19/2026.....	Last Day for RFI's - Please direct all questions and
2:00PM	inquiries regarding this project to Victoria Anglin in writing by email to victoria.anglin@higleybuilds.com
03/26/2026.....	Proposals due at 3:00 pm.
	See "Submission of Offers" requirements.
03/30/2026.....	Subcontractor Scope Review Interviews (Time TBD)
04/14/2026.....	Subcontractor Award (Canton Township Board Meeting)



Project Documents can be viewed and downloaded at:

[CLICK HERE FOR ACCESS TO THE BID DOCUMENTS](#)

CONTINUED ON NEXT PAGE

INSPECTION OF SITE

Bidders are directed but not mandatory to inspect the site and to carefully investigate all conditions involved in the execution of the Work. A pre-bid walkthrough will be held at the date and time noted above. No contractor shall attempt to access the building or contact the building owner/manager prior to this meeting. No contractor will be allowed on-site without notifying the Higley Construction Company. No Bidder will be allowed additional compensation for conditions to which it has failed to inform itself prior to the award of the Bid Package.

FORM OF AGREEMENT

The successful bidder is REQUIRED to execute Higley Construction Company's standard Subcontract Agreement without modification and to adhere to all the terms and conditions therein. A copy of the Subcontract is included in the bid documents.

QUALIFICATIONS OF BIDDERS

In order to *submit* a bid, subcontractors are required to have started the pre-qualification process with Higley Construction. In order to be *awarded* a subcontract, the bidder must have completed the prequalification process and been approved. To inquire on your prequalification status, please contact our prequalification manager at subprequal@amhigley.com or the Project Manager for this project.

REJECTION OF PROPOSALS

Canton Township reserves the right to reject any or all Proposals, or waive any informalities or irregularities contained therein.

SECTION # 1 GENERAL REQUIREMENTS & INSTRUCTIONS

- 1. SUBMISSION OF OFFERS:** All offers should be submitted electronically (online) through the Bidnetdirect.com / MITN Purchasing Group web portal. Any physical paper submittal received in the Clerk's Office will not be considered. Responses shall be submitted on the forms provided by Canton. Additional information may be attached to the submittal. Email or facsimile submissions are NOT acceptable. No offer may be modified by the Offeror after acceptance. No offer may be withdrawn after opening for a period of sixty days unless otherwise specified. The bid /proposal must include all costs.



2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein.
3. **EXECUTION OF ACCEPTANCE:** Canton Township legally recognizes acceptance of formal offer when a written contract is signed by both parties. Offeror is not to assume that the Canton Board of Trustees resolution approving the bid or proposal is a binding contract.
4. **OPENING & RECORDING:** Opening shall be public in the Clerk's Office immediately following the advertised deadline date and time for receipt of submittals.
5. **INTEGRITY:** Canton Township does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.
6. **TABULATION:** Bid results will be posted on the MITN website at <https://www.bidnetdirect.com/mitn/solicitations/open-bids/page1>
7. **BOARD AWARDS:** As the best interest of Canton may require, Canton reserves the right to make award(s) by an individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countrywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions. Any or all awards made as a result of this invitation shall conform to applicable ordinances and policies of Canton Township. Bid awards will be posted on the Township's website at www.cantonmi.gov
8. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a brand name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by Canton to meet fully the salient characteristic requirements listed in the specifications.
9. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB Canton Township, all packing, handling, shipping charges and delivery to any point(s) within Canton to a secure area or inside delivery.
10. **PAYMENT TERMS:** Canton Township will remit full payment on all undisputed invoices within thirty (30) days from receipt by the appropriate person(s) of the invoice or receipt of all products or services ordered.
11. **INCURRED EXPENSE:** This invitation does not commit Canton to make an award nor shall Canton be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
12. **QUESTIONS/ ADDENDA:** Any questions concerning the conditions or specifications shall be directed to the designated contact person. Addenda items will be posted on the bidnetdirect website. It is the



bidder's responsibility to check and verify that addenda have been issued. Failure to acknowledge addenda may result in the offer not being considered upon submission of a bid or proposal.

- 13. CLARIFICATION/CORRECTION OF ENTRY:** Canton reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
- 14. INSURANCE:** The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained insurance meeting the specifications in the bid/proposal, or required by the Township, and shall keep insurance in force during the entire life of this contract. All coverage shall be with insurance companies listed and admitted to do business in the State of Michigan and acceptable to the Charter Township of Canton. All deductibles and SIR's are the responsibility of the Contractor.
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- 15. BID BONDS:** Performance bonds shall be required for all public building and works projects valued over \$50,000, in compliance with the State of Michigan laws (currently, Public Act 213 of 1963). The department responsible for the project shall work with the Township's legal department to obtain the required documentation.
- 16. PUBLIC ACT 517 OF 2012:** In accordance with Public Act 517 of the Public Acts of 2012, any Iran linked business is not eligible to submit a bid on a request for proposal with a public entity in Michigan. An "Iran linked business" includes the following:
- (1) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tanker or products used to construct or maintain pipelines used to transport oil or liquefied gas for the energy section of Iran; and
 - (2) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

For purposes of this prohibition, "person" includes an individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other non-governmental entity, organization or group. It also includes a governmental entity or instrumentality of a governmental entity, or any successor, subunit, parent company or subsidiary of, or company under common ownership or control with and of the foregoing.



Instructions to Bidders

To: Potential Bidders
Project: Canton Township – Western Wayne Project

Please carefully review the information included in the entire set of bid documents during the preparation of your bid. All contracts will be based on the entire set of documents.

Pay attention to:

1. All bids must be on the "Form of Proposal" included in the Bidding Manual. Include a Bid Bond complete the Iran Sanction form and Familial Relationship form
2. Form of Contract- Higley's Standard Form of Subcontract is included in the project manual for your review. No modifications to this form are permitted.
3. Insurance- Higley's standard requirements. A sample certificate is included for your reference.
4. Refer to the included "Schedule B's" for a description of the bid packages and detailed scopes of work.
5. Bidding multiple bid packages is acceptable, however please submit standalone pricing for each package and combination pricing as a voluntary deduct.
6. Payment terms is paid when paid.
7. Parking will be provided on site.
8. The proposed schedule is based on starting June 10, 2024. Bidders are encouraged to make recommendation on potential concerns as it relates to the Phasing of the project and or lead times.
9. Bid questions are to be e-mailed to Alex Archibald at Alex.Archibald@higleybuilds.com. Please note the due date on the Invitation to Bid.
10. There will be a pre-bid meeting held at the time and date indicated on the invitation to bid. Attendance is strongly encouraged.
11. Safety is top priority on the project and all bidders shall review and comply with Project Safety Plan.



Project Narrative

Project: Canton Township – Western Wayne Project
Location: 44582 Geddes Rd, Canton, MI 48188

PROJECT NARRATIVE

The project consists of selective demolition of portions of the existing Canton Western Wayne Building, construction of a new building addition, and renovations to both interior and exterior areas of the existing structure. Work includes upgrades to finishes, mechanical, electrical, and plumbing systems, as well as structural and envelope improvements to integrate new and existing elements.

The scope encompasses the following trades: demolition, site work, concrete, masonry, cold-formed metal framing, miscellaneous metals, casework, asphalt and shingled roofing, gutters and downspouts, joint sealants, doors (DFH and FRP), glass and glazing, carpentry, gypsum partitions, acoustical ceiling tiles, acoustic wall panels, FRP paneling, marmoleum flooring, ceramic tile, carpet, vinyl base, paint and wallcovering, specialties, window treatments, signage, plumbing, HVAC, electrical, fire alarm, asphalt paving, site concrete, landscape and irrigation.

All work shall be performed in accordance with the project drawings, specifications, and applicable codes.

Canton Township – Western Wayne Project

All Bid Packages are lump sum. The scope of work is defined in the Scope of Work documents (Schedule B) and the Scope of Work Matrix.

Form of Proposal

Submitted by: _____ Date: _____
(Company Name)

Having fully read and examined the Contract Documents pertaining to the Project, including without limitation the Drawings and Specifications, Pre-bid Walkthrough, all items listed in the Summary of Work contained herein, and the following Addenda:

Add. No.: _____ Dated: _____ Add. No.: _____ Dated: _____
Add. No.: _____ Dated: _____ Add. No.: _____ Dated: _____

The undersigned Bidder proposes to furnish all engineering, supervision, labor, materials, tools, scaffold and equipment necessary to perform all Work for the listed Bid Package(s) for the following lump sum amount:

BID PACKAGE

BID AMOUNT

BP 02A	Structure Demolition	\$ _____
BP 02B	Selective Demolition	\$ _____
BP 03A	Foundations	\$ _____
BP 03B	Concrete Flatwork	\$ _____
BP 04	Masonry	\$ _____
BP 05A	Misc. Metals and Structural Steel	\$ _____
BP 05B	Cold Form Metal Framing and Trusses	\$ _____



BP 06	Casework/Millwork	\$ _____
BP 07A	Roofing - Shingle	\$ _____
BP 07B	Roofing - Flat	\$ _____
BP 08A	Doors, Frames, Hardware	\$ _____
BP 08B	Glass & Glazing	\$ _____
BP 09A	Metal Studs, Drywall, & Ceiling	\$ _____
BP 09B	Flooring	\$ _____
BP 09C	Painting & Wallcovering	\$ _____
BP 09D	Interior Floor & Wall Tile	\$ _____
BP 10A	Signage	\$ _____
BP 10B	Toilet Room Partitions	\$ _____
BP 10C	Toilet Room Accessories	\$ _____
BP 10D	Fire Extinguisher Cabinets	\$ _____
BP 10E	Fire Extinguisher	\$ _____
BP 22	Plumbing & Fixtures	\$ _____
BP 23	HVAC	\$ _____
BP 26	Electrical	\$ _____
BP 32A	Asphalt	\$ _____
BP 32B	Landscaping	\$ _____
BP 32C	Fencing	\$ _____
BP 33	Earthwork, Sitework, & Utilities	\$ _____



COMBINATION BID

Bidders have the option to submit a revised total bid for multiple bid packages. List the bid packages included in the combined bid below and the total combined bid. All bid packages included in the combined bid must be bid separately as an individual bid package.

_____ \$ _____
(List Each Bid Package Number)

PROJECT TEAM

Bidders are required to list their Project Manager and Foreman.

Project Manager: _____

Foreman: _____

ALTERNATES

The alternates below **MUST** be submitted with your base bid.

Alternate #1: Remove select (5) windows from scope of project. Refer to A3-01 and A5-01 for identification of which windows are to be removed. All windows, headers, sills, jambs and flashings associated with selected openings to be removed. Adjacent brick wall construction to continue at removed openings

Alternate #2: Remove integral muntins from storefront glazing. Refer to sheet A0-03.

Alternate #3: Remove decorative lighting type "H" fixtures and all associated wiring/electrical from project scope. Refer to A4-01 and EL1.01 for fixture location and quantity.

BREAKOUT COSTS

The costs below **MUST** be included in your base bid. These costs are for verification only.

Breakout No.	Add/Deduct
Breakout No. 1 -	\$ _____

LABOR RATES (include line items for overtime rates)

Please **ATTACH** hourly labor rates for all trades to be utilized at the Project site for straight, 1-1/2x, and 2x. **Rates will be valid for the entire duration of the project.** Include each level of the trades to be employed at the site (i.e. journeyman, foreman, etc.). These rates should be bare rates with no markup included.



REQUIRED PROPOSAL ATTACHMENTS

1. Provide any applicable unit prices not listed above as identified in the bid documents.
2. Provide hourly equipment rates to be utilized at the Project site as an attachment to your bid.
3. Any necessary assumptions and clarifications.

SAFETY

Bidder confirms that he has reviewed ALL the safety requirements contained in the bid documents and fully intends to comply with them.

TAXES

This project is a taxable project; hence, all applicable taxes should be included in the above amount for work incorporated into the project.

CONTRACT

The contractor submitting a proposal on this project agrees to sign Higley Construction Company Subcontract (copy is included in specifications) without any changes or modifications. The refusal to sign this contract as is, may, at the discretion of Higley Construction Company, be grounds for rejecting this proposal.

SUBSTITUTIONS

Proposals shall be based upon make and type of materials and equipment set forth in the Specifications. If substitutions are made from the specifications, they will be proposed after bids have been submitted. Subject to final approval from the Architect and Owner.

COMMUNITY BENEFITS PROGRAM

The Higley Construction Company fosters a culture in which all employees have the opportunity to grow and succeed, and in which our differences are celebrated. As we strive to be diverse and inclusive internally, we want to ensure this ideology is reflected by our contractors and seen in our workforce. Our mission is to create a strong, diverse pool of contractors, to ensure the benefits of a construction project spread to the whole community, and that each leave the project stronger than they started.

To facilitate community involvement during the construction process, Higley Construction Company has developed the Community Benefits Program. The Community Benefits Program will encourage firms to directly partner, subcontract with, or purchase supplies from firms to meet the project goals. All contractors are required to submit a Community Engagement Plan as part of their bid. This plan will be discussed during scope reviews and will be taken into consideration when selecting a contractor for each bid package.



COMMUNITY BENEFITS PLAN

All bidders must submit (**by \$ value**) the value of work / material supply that will be done by Certified Minority Business Enterprise entities ("MBE"), Certified Women Business Enterprise entities ("WBE"), Small Business Enterprise entities ("SBE"), and Veteran-Friendly Business Enterprise entities ("VBE"). AM Higley's posted participation goal is 15% "MBE", 5% "WBE", 5% "SBE", and 2% "VBE".

MBE Value: \$ _____

WBE Value: \$ _____

SBE Value: \$ _____

VBE Value: \$ _____

DECLARATION OF SUBCONTRACTORS/SUPPLIERS

The list of proposed vendors, subcontractors, or suppliers must accompany the bid form for all proposed to complete the package of work. Within 7 days of Notice to proceed, this list must be finalized. Any changes must be pre-approved by the Construction Manager.

Item/Subcontractor/Vendor:

1. _____
2. _____
3. _____
4. _____
5. _____

<u>MBE</u>	<u>WBE</u>	<u>SBE</u>	<u>VBE</u>
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐
☐	☐	☐	☐

PROPOSAL SUBMISSION

Please submit an electronic copy of your Proposal online on **the bidnetdirect.com / MITN Purchasing Group web portal** no later than the time and date indicated in the Instructions to Bidders or as modified in any addendums.



BIDDER'S SIGNATURE

Company: _____

Authorized Signature: _____

Name (print): _____

Title: _____

Street Address: _____

City, State, Zip: _____

Telephone Number: _____

Email Address: _____



Specific Scopes of Work

Project: Canton Township - Western Wayne Project
Locations: 44582 Geddes Rd, Canton, MI 48188

SCOPES of WORK

Following are the specific scopes of works (Schedule B) for each bid package. All Bidders are responsible to fully understand all work within your scope of work and reference any other scopes of work which may affect your work. Please reference the Bid Package List and Responsibility Matrix for a complete understanding of the specifications which apply to each bid package.



Canton Township - Western Wayne

		2A	2B	3A	3B	4	5A	5B	6	7A	7B	8A	8B	9A	9B	9C	9D	10A	10B	10C	10D	10E	22	23	26	32A	32B	32C	33	
		Structure Demolition	Selective Demolition	Foundations	Flatwork and Site Concrete	Masonry	Misc. Metals and Structural Steel	Cold Form Metal Framing and Trusses	Casework/Millwork	Roofing - Shingle	Roofing - Flat	Doors, Frames, Hardware	Glass & Glazing	Metal Studs, Drywall & Ceilings	Flooring	Painting & Wallcovering	Interior Floor & Wall Tile	Signage	Toilet Room Partitions	Toilet Room Accessories	Fire Extinguisher Cabinets	Fire Extinguishers	Plumbing & Fixtures	HVAC	Electrical	Asphalt Paving	Landscaping	Fencing	Earthwork, Sitework, & Utilities	
Specification Section																														
Division 01 - General Requirements																														
00 80 00	SUPPLEMENTARY GENERAL CONDITIONS	Applies to All Trades																												
01 21 00	ALLOWENCES																													
01 22 00	UNIT PRICES																													
01 23 00	ALTERNATES																													
01 25 00	SUBSTITUTION PROCEDURES																													
01 25 10	CSI SUBSTITUTION REQUEST FORM AFTER BIDDING																													
01 26 00	CONTRACT MODIFICATION PROCEDURES																													
01 29 00	PAYMENT PROCEDURES																													
01 31 00	PROJECT MANAGEMENT AND COORDINATION																													
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION																													
01 33 00	SUBMITTAL PROCEDURES																													
01 33 10	SHOP DRAWING TRANSMITTAL (FILLABLE FORM)																													
01 35 16	ALTERATION PROJECT PROCEDURES																													
01 40 00	QUALITY REQUIREMENTS																													
01 42 00	REFERENCES																													
01 43 39	MOCKUPS																													
01 60 00	PRODUCT REQUIREMENTS																													
01 73 00	EXECUTION																													
01 77 00	CLOSEOUT PROCEDURES																													
01 78 23	OPERATION AND MAINTENANCE DATA																													
01 78 39	PROJECT RECORD DOCUMENTS																													
01 79 00	DEMONSTRATION AND TRAINING																													
Division 2- Existing Conditions																														
02 41 19	SELECTIVE DEMOLITION	X	X																										X	
Division 03 - Concrete																														
03 30 00	CAST-IN-PLACE CONCRETE			X	X																									Interior Floor and Wall Tile
Division 04 - Masonry																														
04 20 00	UNIT MASONRY					X																								
Division 05 - Metals																														
05 12 00	STRUCTURAL STEEL FRAMING							X																						
05 44 00	COLD-FORM METAL TRUSSES							X																						
05 50 00	METAL FABRICATIONS						X	X																						
Division 6- Wood, Plastics, and Composites																														
06 10 00	ROUGH CARPENTRY							X							X															
06 16 00	SHEATHING							X							X															
Division 7- Thermal & Moisture Protection																														
07 11 13	BITUMINOUS DAMPPROOFING				X			X		X																				
07 21 00	THERMAL INSULATION			X	X			X		X	X																			
07 25 00	WEATHER BARRIERS				X					X	X																			
07 31 13	ASPHALT SHINGELS									X																				
07 53 23	EPDM ROOFING										X																			
07 62 00	SHEET METAL FLASHING AND TRIM										X	X		X																
07 72 00	ROOF ACCESSORIES										X	X																		
07 84 13	PENETRATION FIRESTOPPING										X	X																		
07 84 46	FIRE RESISTIVE JOINT SYSTEMS					X					X	X																		
07 92 00	JOINT SEALANTS																													
Division 8- Openings																														
08 11 13	HOLLOW METAL DOORS AND FRAMES										X																			
08 14 16	FLUSH WOOD DOORS										X																			
08 31 13	ACCESS DOORS AND FRAMES													X																
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS											X	X																	
08 71 00	DOOR HARDWARE											X	X																	
08 80 00	GLAZING											X																		
Division 9- Finishes																														
09 22 16	NON-STRUCTURAL METAL FRAMING												X																	
09 29 00	GYPSUM BOARD												X																	
09 30 13	CERAMIC TILING																X													
09 51 23	ACOUSTICAL TILE CEILINGS												X																	
09 65 13	RESILIENT BASE AND ACCESSORIES														X															
09 65 19	RESILIENT TILE FLOORING														X															
09 72 00	WALL COVERING															X														
09 91 13	EXTERIOR PAINTING															X														
09 91 23	INTERIOR PAINTING															X														
Division 10- Specialties																														
10 14 23	PANEL SIGNAGE																X													
10 21 13.19	PLASTIC TOILET COMPARTMENT																	X												
10 28 00	TOILET AND BATH ACCESSORIES																		X											
10 44 13	FIRE EXTINGUISHER CABINETS																				X									
10 44 16	FIRE EXTINGUISHERS																					X								
Division 12 - Furnishings																														

Canton Township - Western Wayne

		2A	2B	3A	3B	4	5A	5B	6	7A	7B	8A	8B	9A	9B	9C	9D	10A	10B	10C	10D	10E	22	23	26	32A	32B	32C	33
		Structure Demolition	Selective Demolition	Foundations	Flatwork and Site Concrete	Masonry	Misc. Metals and Structural Steel	Cold Form Metal Framing and Trusses	Casework/Millwork	Roofing - Shingle	Roofing - Flat	Doors, Frames, Hardware	Glass & Glazing	Metal Studs, Drywall & Ceilings	Flooring	Painting & Wallcovering	Interior Floor & Wall Tile	Signage	Toilet Room Partitions	Toilet Room Accessories	Fire Extinguisher Cabinets	Fire Extinguishers	Plumbing & Fixtures	HVAC	Electrical	Asphalt Paving	Landscaping	Fencing	Earthwork, Stewwork, & Utilities
12 32 16	MANUFACTURED CASEWORK								x																				
12 36 61.16	SOLID SURFACING COUNTERTOPS								x																				
Division 22 - Plumbing																													
22 00 05	BASIC PLUMBING REQUIREMENTS																						x						
22 05 05	SELECTIVE DEMOLITION FOR PLUMBING																						x						
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT																						x						
22 07 19	PLUMBING PIPING INSULATION																						x						
22 07 19.11	UNDER-LAVATORY PIPE AND SUPPLY COVERS - PLUMBEREX																						x						
22 10 05	PLUMBING PIPING																						x						
22 10 06	PLUMBING PIPING SPECIALTIES																						x						
22 30 00	PLUMBING EQUIPMENT																						x						
22 40 00	PLUMBING FIXTURES																						x						
Division 23 - HVAC																													
23 00 05	BASIC HVAC REQUIREMENTS																						x						
23 05 05	SELECTIVE DEMOLITION FOR HVAC																						x						
23 05 53	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT																						x						
23 05 93	TESTING, ADJUSTING, AND BALANCING FOR HVAC																						x						
23 07 13	DUCT INSULATION																						x						
23 09 13	INSTRUMENTATION AND CONTROL DEVICES FOR HVAC																						x						
23 09 25	DIGITAL CONTROL (DDC) SYSTEMS FOR HVAC																						x						
23 31 00	HVAC DUCTS AND CASINGS																						x						
23 30 00	AIR DUCT ACCESSORIES																						x						
23 34 23	HVAC POWER VENTILATORS																						x						
23 36 00	AIR TERMINAL UNITS																						x						
23 37 00	AIR INLETS AND OUTLETS																						x						
23 74 13	PACKAGED OUTDOOR CENTRAL-STATION AIR-HANDLING UNITS																						x						
23 81 27	SMALL SPLIT SYSTEM HEATING AND COOLING																						x						

Canton Township - Western Wayne

		2A	2B	3A	3B	4	5A	5B	6	7A	7B	8A	8B	9A	9B	9C	9D	10A	10B	10C	10D	10E	22	23	26	32A	32B	32C	33		
		Structure Demolition	Selective Demolition	Foundations	Flatwork and Site Concrete	Masonry	Misc. Metals and Structural Steel	Cold Form Metal Framing and Trusses	Casework/Millwork	Roofing - Shingle	Roofing - Flat	Doors, Frames, Hardware	Glass & Glazing	Metal Studs, Drywall & Ceilings	Flooring	Painting & Wallcovering	Interior Floor & Wall Tile	Signage	Toilet Room Partitions	Toilet Room Accessories	Fire Extinguisher Cabinets	Fire Extinguishers	Plumbing & Fixtures	HVAC	Electrical	Asphalt Paving	Landscaping	Fencing	Earthwork, Silework, & Utilities		
Division 26 - Electrical																															
26 00 05	BASIC ELECTRICAL REQUIREMENTS																								X						
26 05 05	SELECTIVE DEMOLITION FOR ELECTRICAL																								X						
26 05 19	VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES																								X						
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS																								X						
26 05 29	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS																								X						
26 05 33.13	CONDUIT FOR ELECTRICAL SYSTEMS																								X						
26 05 33.16	BOXES FOR ELECTRICAL SYSTEMS																								X						
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS																								X						
26 05 73	POWER SYSTEM STUDIES																								X						
26 09 35	DISTRIBUTED DIGITAL LIGHTING CONTROL SYSTEMS																								X						
26 24 13	SWITCHBOARDS																								X						
26 24 16	PANEL BOARDS																								X						
26 27 26	WIRING DEVICES																								X						
26 28 16.16	ENCLOSED SWITCHES																								X						
26 51 00	INTERIOR LIGHTING																								X						
26 56 00	EXTERIOR LIGHTING																								X						
Division 28 - Electronic Safety and Security																															
28 46 00	FIRE DETECTION AND ALARM																								X						
Division 31 - Earthwork																															
31 10 00	SITE CLEARING																												X		
31 10 12	FINE GRADING																												X		
31 10 18	SOIL EROSION CONTROL																												X		
31 20 00	EARTH MOVING																												X		
Division 32 - Exterior Improvements																															
32 12 16	HOT-MIX ASPHALT CONCRETE PAVING					X																				X					
32 13 13	CEMENT CONCRETE PAVEMENTS, CURBS AND GUTTERS					X																									
32 13 73	CONCRETE PAVING JOINT SEALANTS					X																									
32 14 15	PAVING MARKINGS																														
32 28 10	IRRIGATION																														
32 92 00	SODDING																														
32 92 20	TOPSOIL (civil)																														
32 93 00	TREES PLANTS AND GROUND COVERS																														
32 93 30	HYDRO-SEEDING																														
32 94 00	LANDSCAPE MAINTENANCE AND WARRANTY STANDARDS																														
Division 33 - Utilities																															
33 41 00	STORM SEWERS, UNDERDRAINS AND DRAINAGE STRUCTURES																												X		

Scope of Work: Structure Demolition
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Structure Demolition Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	02 41 19	Selective Demolition

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Structure Demolition](#) Scope of Work in accordance with the project drawings, specifications, and all applicable codes and regulations.
2. Carefully demolish and remove existing building additions as indicated on the project drawings and specifications. Demolition shall be performed in a controlled manner to avoid damage to adjacent structures and building components that are to remain.
3. Remove and dispose of existing furniture, fixtures, and miscellaneous interior items as indicated on the drawings or as directed by the Owner or Construction Manager.
4. Demolish and remove the existing roofing system and related components as indicated on the drawings, including roofing materials, insulation, flashing, and associated elements required for the completion of the demolition scope.
5. Demolish and remove existing aluminum framing and storefront systems in their entirety, including but not limited to glass panels, mullions, frames, anchors, sealants, and all associated fastening components.
6. Remove all demolition debris from the site on a continuous basis and dispose of materials at approved off-site facilities in accordance with all local, state, and federal regulations. Maintain the project site in a clean and safe condition throughout the demolition process.
7. Provide adequate protection for adjacent areas, existing building components, utilities, finishes, and structures not designated for demolition. Any damage caused by demolition operations shall be repaired or replaced by the Contractor at no additional cost to the Owner.
8. Perform all demolition activities in accordance with applicable safety standards, including OSHA requirements and Higley Above and Beyond. Provide necessary barricades, signage, temporary protections, and dust control measures to maintain a safe working environment.

9. Provide a clean saw cut at the existing building connections where the building to remain and the building to be demoed join. This contractor will be responsible for repairing any damage to walls caused by not saw cutting joints.
10. This contractor will be responsible for supplying dumpsters for their own material for the duration of their scope of work.
11. Any items to be salvaged will be identified and removed before starting this scope of work.
12. This contractor shall provide any permits or notifications required by AHJ for this scope of work.
13. Structure Demolition shall include, but is not limited to the following;
 - a. Demolition of designated building structure, including footings.
 - b. Notify CM of items or items which could unintentionally collapse, if or when found.
 - c. Protection of site work and adjacent structures.
 - d. Pollution control during building demolition, including the use water spraying and soaking to eliminate airborne particulate
 - e. Removal and legal disposal of materials, including landfill tipping fees, except for Class II landfill tipping fees for hazardous materials.
 - f. Submit Demolition Schedule for approval, including existing utility disconnect coordination.
14. The Structure Demolition Contractor(s) shall perform daily street cleaning of dirt and debris tracked onto roadways during performance of your work as needed to maintain clean streets.
15. Provide all hauling of material and logistics, remove and dispose of all debris off-site in a legal and timely manner
16. Items for Protection During Demolition: Temporary protection of adjacent property, structures, benchmarks, and monuments.
 - a. Trees Identified to be saved or protected.
 - b. Adjacent structure and materials
17. Brick and masonry demo must be coordinated with the masonry contractor. The Demo contractor is to include all saw cutting in a vertical line. The toothing out of all half-bricks will be done by the Masonry contractor.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

- F. Unit Price Schedule:
(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Selective Demolition
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Selective Demolition Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
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| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	02 41 19	Selective Demolition

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Selective Demolition](#) Scope of Work in accordance with the project plans and specifications.
2. Demolish and remove existing interior wall partitions as indicated on the plans.
3. Demolish and remove existing ceiling systems, including ceiling tiles, grid, and associated components.
4. Remove and dispose of existing lighting fixtures and associated components within demolition areas.
5. Remove and dispose of all existing furniture located within the work area.
6. Demolish and completely remove all built-in shelving units and associated mounting components.
7. Demolish and remove all existing flooring materials, including base, adhesives, and underlayment as required to expose the substrate.
8. Demolish and remove existing aluminum framing and storefront systems in their entirety, including associated glass, framing, and anchoring components.
9. Remove all demolition debris from the site and dispose of materials in accordance with applicable regulations.
10. Protect adjacent areas and existing building components not designated for demolition.
11. Interior Miscellaneous demo must include all temporary weather protection of the existing facility. This includes $\frac{3}{4}$ plywood infill with 4mil plastic over all openings.
12. The Structure and Selective Demolition Contractor(s) shall include the costs for any temporary utilities required for your own work. Temporary power will not be provided. Provide gas-powered generators if required to perform work.
13. The Structure and Selective Demolition Contractor(s) shall perform dust control during the performance of your work.
14. Provide any permits and provide Authority Having Jurisdiction (AHJ) required notices for Demolition. Costs will be waived by Canton Township

15. Include all Mechanical, Plumbing and Electrical demo once all items have been cut capped and made safe.
16. Contractor shall provide selective demolition including but not limited to all interior walls, exterior walls, ceilings, floors, fixtures, abandoned conduit, MEP equipment, etc. as shown on the construction documents.
17. Include cutting up large equipment into smaller pieces as required to accommodate removal in and out of the building and between floors as required. Include any additional hoisting equipment, fall chains, etc. needed to remove debris from the building. Contractor will be responsible for protecting all adjacent surfaces during demo of ceiling clouds and any other demolition activities that require hoisting. Contractor to fix any damaged caused during the use of hoisting equipment.
18. This Contractor shall make clean straight cuts and remove walls, ceiling, or other items and will temporarily support rough openings as needed to ensure that building components shown to remain are not damaged by demolition activities. Care must be taken to minimize damage to existing walls, and adjacent surfaces that are to remain. Removal/Scraping of loose and peeling paint is by others. Leave openings clean and ready for installation of new work. This Contractor is responsible for the correct equipment and procedures to eliminate silica hazards during the cutting and cleaning up of all silica containing materials.
19. This Contractor is responsible for supplying their employees with the required hard hats and PPE per the Higley Construction safety plan. Workers will not be permitted on site without the required hard hats.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Concrete Foundations
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Concrete Foundations Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
19. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.
20. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.

21. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
22. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
23. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
24. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
25. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
26. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific Scope of Work:
Trade Specifications:

The following Specification Sections are listed as the Responsibility of this Subcontractor, and are pertinent for the proper Administration and Execution of this Subcontractor's Scope of Work on this Project:

i.	00 80 00	Supplementary General Conditions
ii.	01 21 00	Allowances
iii.	01 22 00	Unit Prices
iv.	01 23 00	Alternates
v.	01 25 00	Substitution Procedures
vi.	01 25 10	CSI Substitution Request Form After Bidding
vii.	01 25 10	CSI Substitution Request Form During Bidding
viii.	01 26 00	Contract Modification Procedures
ix.	01 29 00	Payment Procedures
x.	01 31 00	Project Management and Coordination
xi.	01 32 00	Construction Progress Documentation
xii.	01 33 00	Submittal Procedures
xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements

xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	03 30 00	Cast-In-Place Concrete
xxv.	07 21 00	Thermal Insulation
xxvi.	70 92 00	Joint Sealants
xxvii.	31 20 00	Earth Moving

This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

This Subcontractor shall provide all Supervision, Labor, Material, Equipment, Engineering and Layout necessary to provide all aspects of the Concrete Foundations Bid Package, in accordance with the Project Drawings and Specifications.

The Scope of this Subcontractor's Work includes, but is not necessarily limited to the following items:

1. This subcontractor shall provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Concrete Foundations](#) Scope of Work in accordance with the project plans and specifications.
2. This subcontractor shall furnish and install all cast-in-place building concrete, including column and continuous footings, grade beams, stepped footings/foundations, elevator pit complete, etc. This includes all accessories (formwork, admixtures, water-stop, expansion joint, reinforcing, etc.) required for a complete Concrete installation.
3. This subcontractor is responsible for all excavation, backfill, and compaction associated with the installation of this work, unless noted otherwise. Please review the scopes of other bid packages to confirm specific scope work limits. Excess spoils shall be removed from the site or relocated to an acceptable location on the site by this Contractor. Note: the Earthwork/Utilities contractor will provide excavation to the 'top of footing' depth, this contractor will be responsible to provide all excavation below that depth, and also provide compacted backfill to that same 'top of footing' elevation, unless noted otherwise. This Contractor shall review and accept the subgrade elevations, compaction, and conditions left by the Sitework Contractor prior to beginning this scope of work. Any discrepancies need to be brought to the attention of the Higley Superintendent. This Contractor shall fine grade and compact the subgrade per the project requirements.
4. This subcontractor shall furnish and install all subbase as required for all concrete footing installations.
5. This subcontractor is responsible for proper curing of site and building concrete.

6. This subcontractor shall furnish and install all concrete related reinforcing bars and wire mesh per the contract documents. All reinforcing originating in concrete work and terminating into other concrete work and or masonry is to be furnished and installed by this Contractor.
7. This subcontractor shall provide all required labor and materials for pumping and removal of casual dewatering during concrete operations.
8. This subcontractor will install all anchor bolts, grout base/leveling plates per the Structural Steel Shop Drawings (materials furnished by others).
9. This subcontractor includes all labor and equipment to unload and install all furnished embedded items furnished by other trades.
10. This Contractor shall furnish and install all control, expansion and construction joints with compressible filler and sealants per the contract documents.
11. This Contractor shall furnish and install all rigid insulation and waterproofing at the foundation perimeters.
12. This Contractor will furnish and install all vapor barrier at foundations, including sealing of all laps as required.
13. This Contractor shall be responsible to coordinate with other trades to cast in, sleeve, or box out all MEP openings in cast-in-place concrete.
14. Multiple mobilizations will be required for the work of this Contractor.
15. This subcontractor shall furnish and install all joint sealants/caulking at concrete locations, including where concrete abuts adjacent materials.
16. This subcontractor shall furnish and install all waterproofing of concrete foundations.
17. This subcontractor shall furnish and install the foundations shown.
18. This subcontractor shall remove all debris, excess materials, and equipment from the site upon completion of concrete foundation activities.
19. This subcontractor shall include their own surveying and staking to confirm and verify. One control point will provided by the controlling contractor. All other grades and points shall be provided by this contractors scope of work.
20. This subcontractor shall provide all control, expansion, and isolation joints per plans and specifications.
21. This subcontractor is responsible for all submittals related to the scope of work, this includes but is not limited to product data, shop drawings, samples and all other related items needed for approval.
 - a. All submittals shall be submitted in accordance with the project specifications and drawings.

D. Subcontract Cost Recap:

Base Bid	
Taxes	Included
Subcontract Total	

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Concrete Flatwork
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Concrete Flatwork Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
19. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.
20. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.

21. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
22. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
23. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
24. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
25. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
26. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific Scope of Work:
Trade Specifications:

The following Specification Sections are listed as the Responsibility of this Subcontractor, and are pertinent for the proper Administration and Execution of this Subcontractor's Scope of Work on this Project:

i.	00 80 00	Supplementary General Conditions
ii.	01 21 00	Allowances
iii.	01 22 00	Unit Prices
iv.	01 23 00	Alternates
v.	01 25 00	Substitution Procedures
vi.	01 25 10	CSI Substitution Request Form After Bidding
vii.	01 25 10	CSI Substitution Request Form During Bidding
viii.	01 26 00	Contract Modification Procedures
ix.	01 29 00	Payment Procedures
x.	01 31 00	Project Management and Coordination
xi.	01 32 00	Construction Progress Documentation
xii.	01 33 00	Submittal Procedures
xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements

xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	03 30 00	Cast-In-Place Concrete
xxv.	07 21 00	Thermal Insulation
xxvi.	70 92 00	Joint Sealants
xxvii.	31 10 12	Fine Grading
xxviii.	31 20 00	Earth Moving
xxix.	32 13 13	Cement Concrete Pavements, Curbs, and Gutters
xxx.	32 13 73	Concrete Paving Joint Sealants

This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

This Subcontractor shall provide all Supervision, Labor, Material, Equipment, Engineering and Layout necessary to provide all aspects of the Concrete flatwork Bid Package, in accordance with the Project Drawings and Specifications.

The Scope of this Subcontractor's Work includes, but is not necessarily limited to the following items:

1. This subcontractor shall provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Concrete Flatwork](#) Scope of Work in accordance with the project plans and specifications.
2. This Contractor shall furnish and install all cast-in-place building concrete flatwork, including slab-on-grade, site concrete, sidewalks, including any equipment pads as shown, and the concrete column encasement (typical) as shown within the project documents. This includes all accessories (formwork, admixtures, expansion joint, reinforcing, gravel base, vapor barrier, etc.) required for a complete Concrete installation.
3. This Contractor shall furnish and install all details associated with cast in place concrete, including but not limited to, all thickened slab edges, thickened slabs, stepped walls, curbs, concrete ramps, concrete keyways, and joints. Includes all sealants and caulking as well.
4. This subcontractor shall review and accept the subgrade elevations, compaction, and conditions left by others prior to beginning this scope of work. Any discrepancies need to be brought to the attention of the AMH Superintendent. This Contractor shall furnish and install all building slab subbase from 'top of footing' depth to underside of concrete slab. If necessary, this Contractor shall fine grade the subbase after other trades have been allowed to rough-in conduit, piping, etc. prior to placement of concrete.

5. This subcontractor shall furnish and install all fine grading as indicated per the project documents and specifications. Earthwork subcontractor to bring subgrade elevation to +/- 1".
6. This subcontractor is responsible for proper curing of concrete.
7. This subcontractor shall furnish and install all concrete related reinforcing bars and wire mesh per the contract documents. All reinforcing originating in concrete work and terminating into masonry is to be furnished and installed by this Contractor.
8. This subcontractor shall provide all required labor and materials for pumping and removal of casual dewatering during concrete operations.
9. This subcontractor includes all labor and equipment to unload and install all furnished embedded items furnished by other trades.
10. This subcontractor shall furnish and install all control, expansion and construction joints with compressible filler and sealants per the contract documents.
11. This subcontractor shall excavate, form, and pour all frost slabs and frost slab foundations as required by the contract documents. This includes all accessories required for this installation.
12. This subcontractor shall form and pour all maintenance pads as required by the contract documents. This includes all accessories required for this installation.
13. This subcontractor shall furnish and install all rigid insulation under slab concrete.
14. This subcontractor will furnish and install all vapor barrier at concrete slabs, including sealing of all laps as required.
15. This subcontractor shall be responsible to coordinate, cast in, sleeve, or box out all MEP openings in cast-in-place concrete.
16. This subcontractor shall furnish and install concrete housekeeping pads as required by the project documents for Mechanical, Plumbing and Electrical equipment.
17. This subcontractor shall furnish and install all concrete paving, concrete sidewalks, and concrete curbs per the drawings and specifications.
18. This subcontractor shall furnish, install and compact all fine grade sub-base material in the types and thicknesses specified for all site concrete work.
19. Multiple mobilizations will be required for the work of this Contractor.
20. This subcontractor shall furnish and install all joint sealants at Concrete locations, including where concrete abuts adjacent materials.
21. This subcontractor shall furnish and install detectable mats as indicated per the project documents and specifications.
22. This subcontractor shall remove all debris, excess materials, and equipment from the site upon completion of concrete foundation activities.

23. This subcontractor shall include their own surveying and staking to confirm and verify. One control point will be provided by the controlling contractor. All other grades and points shall be provided by this contractor's scope of work.
24. This subcontractor shall provide all control, expansion, and isolation joints per plans and specifications.
25. This subcontractor is responsible for all submittals related to the scope of work, this includes but is not limited to product data, shop drawings, samples and all other related items needed for approval.
- a. All submittals shall be submitted in accordance with the project specifications and drawings.

D. Subcontract Cost Recap:

Base Bid	
Taxes	Included
Subcontract Total	

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: **Masonry**
Project Name: **Canton TWP – Western Wayne**

Job No.: **262591-000**
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete **Masonry** Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	04 20 00	Unit Masonry
xxv.	07 11 13	Bituminous Damp proofing
xxvi.	07 21 00	Thermal Insulation
xxvii.	07 25 00	Weather Barriers
xxviii.	07 84 46	Fire Resistive Joint Systems

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the **Masonry** Scope of Work in accordance with the project plans, specifications, approved submittals, and all applicable codes and regulations.
2. Furnish and install all masonry materials required to complete the work as indicated on the construction drawings and specifications.
3. Furnish and install **Face Brick (FB-1)** in the locations indicated on the project drawings. Installation shall include mortar, joint finishing, alignment, and all accessories required for a complete and properly finished masonry system.
4. Furnish and install all required **waterproofing, vapor barriers, flashing, insulation, and related accessories** required as part of the masonry scope in accordance with the project drawings and specifications.
5. Furnish and apply **Acrylic Brick Stain (MS-1)** to designated masonry surfaces in accordance with the project specifications and manufacturer recommendations.
6. Furnish and install all required **masonry reinforcement, anchors, ties, lintels, and embedded items** necessary for a complete and structurally compliant masonry installation.
7. Provide all **control joints, expansion joints, and joint sealant preparation** as indicated on the drawings and in accordance with project specifications.
8. Coordinate all **rough opening requirements** with other trades to ensure proper sizing and placement for doors, windows, louvers, and other penetrations.
9. Perform **field verification of all rough openings** prior to installation. Report any discrepancies or conflicts to **Higley Construction** in writing before proceeding with the work.
10. Provide all **door openings, pockets, blockouts, and other penetrations** required for work performed by other trades. Coordinate the locations and dimensions with the respective trade contractor requiring the opening or penetration.
11. Furnish and install all required **insulation and air barrier components located behind masonry work and sheathing**, as required within this scope of work.
12. Provide all **scaffolding, staging, lifts, and access equipment** necessary to safely complete the masonry work.

13. Construct **masonry mockups or sample panels** if required by the project specifications for approval of brick color, mortar color, joint profile, and workmanship prior to full installation.
14. Maintain a clean and safe work area throughout the duration of the work. Remove excess mortar, debris, and waste materials on a regular basis and leave the work area clean upon completion.
15. Perform **final cleaning of masonry surfaces**, including removal of mortar smears and stains, in accordance with manufacturer recommendations and project specifications.
16. Protect adjacent surfaces, materials, and completed work from damage during masonry operations. Coordinate work with the General Contractor and other trades to prevent damage to finished work.
17. Provide all clips, ties and anchors as needed for the masonry scope.
18. Furnish and install all cast stone sills and caps.
19. Coordinate masonry openings with the electrician for the ground and wall lighting.
20. Supply and install prefinished frieze.
21. Furnish and install all metal coping.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

- Alternate #1: Remove select (5) windows from scope of project. Refer to A3-01 and A5-01 for identification of which windows are to be removed. All windows, headers, sills, jambs, and flashings associated with selected openings to be removed. Adjacent brick wall construction to continue at removed openings

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Misc. Metals & Structural Steel
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Misc. Metals & Structural Steel Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

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|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	05 50 00	Metal Fabrication

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Misc. Metals & Structural Steel](#) Scope of Work in accordance with the project plans, specifications, approved submittals, and all applicable codes and regulations.
2. Furnish and install all **miscellaneous metal framing, supports, shelf angles, metal bollards, and related components** as indicated on the project drawings and specifications. Installation shall include proper alignment, anchoring, and secure attachment to structural elements as required.
3. Furnish all **loose steel lintels, anchor bolts, steel pipe sleeves, slotted-channel inserts, wedge-type inserts, and related items** indicated to be cast into concrete or built into unit masonry. Verify dimensions and coordinate installation with the concrete and masonry trades to ensure proper placement and function.
4. Coordinate all work with other trades and verify field conditions prior to installation. Report any discrepancies or conflicts with the General Contractor in writing before proceeding with fabrication or installation.
5. Protect installed metalwork and surrounding surfaces from damage during fabrication, handling, and installation. Ensure all materials are free from defects and comply with project specifications and applicable codes.
6. Remove all debris, packaging, and waste generated during the work. Leave the work area clean and safe upon completion of the installation.
7. This Contract includes all mobilization, demobilization, freight cost and any applicable.
8. This Subcontractor shall erect all materials provided under this Contract. This includes a certified crane, lift operators, and certified riggers and signalmen. All MIOSHA requirements shall be followed for crane activities, and crane operations shall be thoroughly addressed in the Site Specific Safety Plan.
9. This Subcontractor shall review the primer requirements in the specifications and provide all structural steel members shop with the specified product. This Subcontractor shall field touchup any steel and bolted/welded connections after installation.
10. This subcontractor shall provide all shop drawings on supplied components and necessary supplementary engineering for shop drawings as required.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Cold Form Metal Framing & Trusses
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Cold Form Metal Framing & Trusses Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
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xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	05 12 00	Structural Steel Framing
xxv.	05 44 00	Cold-Form Metal Trusses
xxvi.	05 50 00	Metal Fabrications
xxvii.	06 10 00	Rough Carpentry
xxviii.	06 16 00	Sheathing
xxix.	07 11 13	Bituminous Damp proofing
xxx.	07 21 00	Thermal Insulation

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Cold Form Metal Framing & Trusses](#) Scope of Work in accordance with the project plans and specifications.
2. Frame new building additions in accordance with the structural drawings and project specifications.
3. Furnish and install cold-formed metal roof trusses, including all required permanent bracing, connections, and accessories necessary for a complete structural system.
4. Furnish and install structural wall panels, including all interior and exterior load-bearing wall assemblies as indicated on the structural drawings.
5. Furnish and install soffit framing as required by the architectural and structural drawings.
6. Provide all hoisting and lifting equipment required for the installation of framing, trusses, and related materials.
7. Furnish and install **½-inch plywood roof decking** in accordance with the project plans and specifications.
8. Perform all necessary fastening, bracing, blocking, and connections required for a complete and structurally sound framing system.
9. Remove debris and excess materials from the work area upon completion of framing activities.
10. All work shall be performed in accordance with the project drawings, structural specifications, manufacturer requirements, and applicable local building codes.
11. Include all shoring and bracing necessary to install framing on the new and existing buildings.
12. Contractor shall furnish and install all prefabricated trusses, ties, clips, connections, through bolts, and plates.
13. Contractor shall provide all lifts and equipment necessary to complete the scope of work.

14. Contractor shall conform with the Higley construction safety standards and guidelines per the Higley safety plan.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

- Alternate #1: Remove select (5) windows from scope of project. Refer to A3-01 and A5-01 for identification of which windows are to be removed. All windows, headers, sills, jambs and flashings associated with selected openings to be removed. Adjacent brick wall construction to continue at removed openings

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Casework/Millwork
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Casework/Millwork Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

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|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	12 32 16	Manufactured Casework
xxv.	12 36 61.16	Solid Surfacing Countertops

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Casework/Millwork](#) Scope of Work in accordance with the project drawings, specifications, and all applicable codes and regulations.
2. Furnish, fabricate, deliver, and install all casework as indicated on the project drawings and specified in the contract documents. Installation shall include all required components, hardware, fasteners, supports, fillers, trim pieces, and accessories necessary for a complete and fully functional installation.
3. Furnish, fabricate, deliver, and install the solid surface countertops, including templates, cutting, edging, seams, backsplashes, and cutouts for plumbing or fixtures as indicated in the construction documents.
4. Coordinate fabrication and installation with other trades to ensure proper clearances, alignment with walls, floors, ceilings, and integration with mechanical, electrical, and plumbing components where applicable. Field Measure and verify prior to installation.
5. Provide and install all handles, hinges, slides, shelving, doors, drawers, and any other specified hardware per the construction documents. Ensure hardware functions properly and is securely installed.
6. This contractor is responsible for coordinating any backing needed for the complete installation of the casework. This backing will be installed by the carpentry contractor. If this contractor fails to coordinate the backing before the walls are closed up the removal and reinstall of the concrete will be at the expense of this contractor.
7. This contractor is responsible for furnishing and installing any Cabinet fillers, trim panels, and scribe moldings at walls and adjacent finishes.
8. Provide and install caulk or sealant at all joints, edges, and penetrations as indicated in the project documents to ensure a clean, finished appearance and proper performance.
9. Protect surrounding finishes, adjacent construction, and installed casework from damage during delivery and installation. Any damage caused by the Contractor shall be repaired or replaced to the satisfaction of the Owner or Construction Manager at no additional cost.
10. Maintain the work area in a clean, orderly, and safe condition at all times. Remove packaging, scrap materials, and installation debris on a regular basis and dispose of waste in accordance with project requirements.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Roofing - Shingle
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Roofing - Shingle Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	07 11 13	Bituminous Dampproofing
xxv.	07 21 00	Thermal Insulation
xxvi.	07 25 00	Weather Barriers
xxvii.	07 31 13	Asphalt Shingles
xxviii.	07 72 00	Roof Accessories
xxix.	07 84 13	Penetration Firestopping
xxx.	07 84 46	Fire Resistive Joint Systems

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Shingle Roof](#) Scope of Work in accordance with the project plans and specifications.
2. This Contractor is responsible for providing adequate fall protection and tie offs in accordance with Higley Construction's Safety Plan.
3. Include all caulking and sealants within and adjacent to all areas of roofing, sheet metal and roof accessories complete.
4. Furnish and install roof blocking and nailers required for proper roof installation but is not shown on the drawings - all other blocking is by others.
5. Provide temporary parapet flashing material to assure a watertight system, prior to completion of coping and flashing.
6. Provide a complete gutter and downspout system.
7. Remove all standing water, leaves, snow, dirt, etc., from the roof as required to complete the work of this package per the schedule.
8. This contractor must provide a final cleaning of roof at the direction of the CM.
9. Remove and comply with vapor barrier requirements, as designed, and specified, accommodate, and coordinate seamless integration with vapor barrier.
10. Curbs and flashing of parapets and hatches are all included in this package. Contractor also includes any blocking for their work not shown on the drawings.
11. This contractor includes any lifts and scaffolding required to complete the scope of work. Coordination of scaffolding with other trades will be required.
12. This contractor is responsible for all sheet metal flashing and trim, underlayment, ridge vents, and asphalt shingles.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Roofing - Flat
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Roofing - Flat Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	07 11 13	Bituminous Dampproofing
xxv.	07 21 00	Thermal Insulation
xxvi.	07 25 00	Weather Barriers
xxvii.	07 53 23	EPDM Roofing
xxviii.	07 62 00	Sheet Metal Flashing and Trim
xxix.	07 72 00	Roof Accessories
xxx.	07 84 13	Penetration Firestopping
xxxi.	07 84 46	Fire Resistive Joint Systems

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Flat Roof](#) Scope of Work in accordance with the project plans and specifications.
2. Furnish and install all flexible walkways as specified and shown in the drawings. This contractor shall be responsible for all walkways including around others equipment.
3. This Contractor is responsible for providing adequate fall protection and tie offs in accordance with Higley Construction's Safety Plan.
4. Includes flashing and sealing of penetrations and curbs installed by others.
5. Include all caulking and sealants within and adjacent to all areas of roofing, sheet metal and roof accessories complete.
6. Furnish and install roof blocking and nailers required for proper roof installation but is not shown on the drawings - all other blocking is by others.
7. Include all caulking and sealants within and adjacent to all areas of roofing, sheet metal and roof accessories complete.
8. Furnish membrane pads for all pipe and conduit supports and roof walkway pads as shown, or not shown. Include lightning protection pads if shown.
9. Provide temporary parapet flashing material to assure a watertight system, prior to completion of coping and flashing.
10. Remove all standing water, leaves, snow, dirt, etc., from the roof as required to complete the work of this package per the schedule.
11. This contractor must provide a final cleaning of roof at the direction of the CM.
12. Remove and comply with vapor barrier requirements, as designed, and specified, accommodate, and coordinate seamless integration with vapor barrier.
13. Curbs and flashing of parapets and hatches are all included in this package. Contractor also needs to include any blocking for their work not shown on the drawings.

14. The Mechanical Contractor will provide roof penetrations for mechanical equipment. Coordinate the location of all curbs and participate in the installation as required. Furnish and install all other roofing accessories.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Doors, Frames, & Hardware
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Doors, Frames, & Hardware Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	08 11 13	Hollow Metal Doors and Frames
xxv.	08 14 16	Flush Wood Doors
xxvi.	08 71 00	Door Hardware

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. The Contractor shall furnish all materials, equipment, transportation, and incidentals required to complete the **Doors, Frames, and Hardware** scope of work in accordance with the project drawings, specifications, approved submittals, and all applicable building codes and regulations.
2. The Contractor shall coordinate all work with the General Contractor and other trades to ensure proper scheduling, delivery, and installation.
3. Furnish all doors as indicated in the **Door Schedule** and as specified in the project drawings and specifications. Doors shall be supplied complete with all required preparations for hardware.
4. Furnish all door frames required for the project, including frames indicated on the drawings and Door Schedule. Frames shall be properly prepared to receive specified doors and hardware.
5. Furnish all door hardware as specified in the **Hardware Schedule**, including but not limited to hinges, locks, closers, stops, strikes, and any additional accessories required for a complete installation.
6. Deliver all doors, frames, and hardware to the project site in proper condition and store them in a manner that prevents damage, warping, or deterioration prior to installation.
7. All materials and products shall comply with the project specifications, applicable building codes, accessibility requirements, and manufacturer recommendations.
8. This Contractor shall be responsible for final adjustment to all doors through the punch list phase.
9. Contractor shall coordinate with the electrical and low volt contractor on all electrified hardware and the required power supply and raceway locations.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
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Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Glass & Glazing
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Glass & Glazing Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
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xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
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xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	07 62 00	Sheet Metal Flashing and Trim
xxv.	08 41 13	Aluminum-Framed Entrances and Storefronts
xxvi.	08 71 00	Door Hardware
xxvii.	08 80 00	Glazing

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Glass & Glazing](#) Scope of Work in accordance with the project plans and specifications, and applicable codes and standards.
2. All work shall be performed in a professional and workmanlike manner and coordinated with the General Contractor and other trades as required.
3. Contractor shall furnish and install all new windows as indicated on the project drawings and specified in the project documents.
4. Installation shall include all necessary framing components, anchors, sealants, glazing materials, and accessories required for a complete and weather-tight installation.
5. Contractor shall furnish and install the following doors as indicated on the drawings:
 - a. Door #100A
 - b. Door #100B
 - c. Door #104A
 - d. Door #105A
 - e. Door #116A
6. Scope shall include door glazing, frames (if applicable), hardware preparation, and all required installation materials unless otherwise specified.
7. Contractor shall furnish and install all coated aluminum and wood-look aluminum extrusions as specified in the project documents, including:
 - a. ALUM-1
 - b. ALUM-2
8. Installation shall include all necessary framing members, anchors, fasteners, sealants, and accessories required for a complete system.
9. Contractor shall furnish and install fire-rated loose glass for sidelights and door glazing where indicated on the project drawings and required by code.
10. All fire-rated glazing shall comply with applicable fire-rating requirements and manufacturer installation guidelines.

11. Contractor shall furnish and install all flashing, trim, and related components necessary for proper installation of the glazing systems and to ensure a weatherproof and finished installation.
12. Contractor shall furnish and install all materials required for the complete installation of the glass and glazing systems, including but not limited to:
 - a. Sealants and gaskets
 - b. Fasteners and anchors
 - c. Setting blocks and spacers
 - d. Glazing compounds
 - e. Miscellaneous accessories required for a complete installation
13. Contractor shall field verify all opening dimensions prior to fabrication and coordinate installation with adjacent trades to ensure proper fit and alignment.
14. Contractor shall always maintain a clean and safe work area. All debris, packaging materials, and installation waste generated by this scope of work shall be removed from the site and properly disposed of.
15. All glass and glazing work shall comply with applicable local, state, and national building codes, including safety glazing and fire-rating requirements where applicable.
16. This contractor shall furnish and install any interior glass per the drawings. This includes any door or wall lites.
17. Inspect all glass before delivery, upon arrival to the site, before installation, and after installation to for any scratches or deficiencies in the glass. Subcontractor will be responsible for protecting his work and the work by others.
18. This Subcontractor shall at the completion of his work, remove stains and construction dirt from frames and glass, and adjoining materials. Remove stains and refinish or replace on any abraded or scratched surfaces of your work. If stains are not removable this material will need to be replaced with new.
19. Coordinate rough opening requirements with other Trades.
20. Test storefront windows and door hardware for ease of operation upon completion of installation and final adjustment of all hardware prior to Substantial Completion. These inspections are to be closely coordinated with the Construction Manager.
21. This Subcontractor shall furnish and install all hardware required for doors included in this package. Coordinate and match hardware and keying schedule with General Trades Package. Provide cylinders with construction cores at exterior aluminum doors as designated and scheduled by the construction Manager. Review hardware specifications. No substitutions will be allowed. Cores will be purchased by this subcontractor and turned over to the owner. Final cores will be installed by this subcontractor prior to final turn over to the owner.
22. Include all flashing, 1/8" aluminum plating, closure pieces, extrusions, clips, angles, and trim for this trades work. Reference the drawings for proper coatings.
23. Include all associated hardware for a complete system. Include all required coordination with security devices and ADA hardware. ADA opening devices are by this subcontractor.
24. This Subcontractor shall provide all framing and backing as required at all door openings or other wall openings (pertaining to this scope of work), at areas where framing is necessary to attach wood blocking where not shown on drawings. Also include associated flashings where not shown on drawings, drip metal and trim pieces.
25. This Contractor is responsible for furnishing and installing the interior transaction window.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

- Alternate #1: Remove select (5) windows from scope of project. Refer to A3-01 and A5-01 for identification of which windows are to be removed. All windows, headers, sills, jambs, and flashings associated with selected openings to be removed. Adjacent brick wall construction to continue at removed openings
- Alternate #2: Remove integral muntins from storefront glazing. Refer to sheet A0-03.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Metal Studs, Drywall, & Ceilings
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Metal Studs, Drywall, & Ceilings Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	06 10 00	Rough Carpentry
xxv.	06 16 00	Sheathing
xxvi.	08 31 13	Access Doors and Frames
xxvii.	09 22 16	Non-Structural Metal Framing
xxviii.	09 29 00	Gypsum Board
xxix.	09 51 23	Acoustical Tile Ceilings

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Metal Studs, Drywall, & Ceilings](#) Scope of Work in accordance with the project drawings, specifications, and applicable building codes. Scope includes, but is not limited to, the following:
2. Furnish and install metal stud framing for all **non-structural interior wall partitions** as indicated on the project drawings.
3. Furnish and install all required **blocking within wall assemblies** to support fixtures, accessories, millwork, and equipment as required.
4. Provide and install all necessary **metal studs, tracks, bracing, and fastening systems** for complete wall assemblies.
5. Furnish and install **in-wall insulation** within interior wall assemblies as indicated in the project specifications and drawings.
6. Furnish and install **gypsum board wall systems**, including fastening, taping, finishing, and sanding to the specified finish level.
7. Install gypsum board ceilings and soffits where indicated on the drawings.
8. Provide all required corner beads, trims, control joints, and accessories for a complete installation.
9. Furnish and install **Acoustical Ceiling Tile (ACT) and suspended grid systems**, including types **ACT-1, ACT-2, and ACT-3**, in accordance with the reflected ceiling plans and specifications.
10. Provide all suspension systems, perimeter trims, hangers, and accessories required for a complete installation.
11. Install all **interior doors, door frames, and hardware** as indicated on the project drawings and door schedule.
12. Coordinate installation with wall framing and finishes to ensure proper alignment and operation
13. Install **fire extinguisher cabinets** in wall assemblies as indicated on the drawings

14. Install the following **toilet and restroom accessories** as indicated on the drawings:
 - a. **TA-1:** 42" Grab Bar – (3)
 - b. **TA-2:** 36" Grab Bar – (3)
 - c. **TA-3:** 18" Grab Bar – (3)
 - d. **TA-4:** Toilet Tissue Dispenser – (7)
 - e. **TA-5:** SS-1 Solid Surface Countertop – (2) (*coordinate with millwork if applicable*)
 - f. **TA-6:** Under Lavatory Guard Panel
 - g. **TA-7:** 32"H x 54"W Mirror – (2)
 - h. **TA-8:** Soap Dispenser – (5)
 - i. **TA-9:** Sanitary Napkin Disposal – (7)
 - j. **TA-10:** Recessed Paper Towel Dispenser / Trash Receptacle – (2)
 - k. **TA-11:** Toilet Partitions – Floor Mounted – Partitions to be **36" tall and mounted 1'-0" AFF**
 - l. **TA-12:** 24"W x 48"H Mirror – (1)
15. Furnish and install **corner guards** at locations indicated on the drawings.
16. Furnish and install **Acoustical Wall Panels (AWP-1)** as specified.
17. Furnish and install **Fiberglass Reinforced Plastic (FRP) Wall Panels (FP-1)** including trims, adhesives, and accessories.
18. Protect adjacent work and finishes during installation activities.
19. Remove debris and excess materials from the site and leave the work area clean upon completion.
20. All work shall be performed in accordance with the **project drawings, specifications, manufacturer requirements, and applicable building codes.**
21. Expansion joint assemblies required within this Work.
22. Include all fireproofing and firestopping and acoustic caulking.
23. This Contractor shall furnish and install all backing for the project. This contractor is to work with the other contractors to determine backing quantities and locations.
24. This Contractor shall provide patching at any hard lid ceilings due to finish fixtures being installed.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

- Alternate #1: Remove select (5) windows from scope of project. Refer to A3-01 and A5-01 for identification of which windows are to be removed. All windows, headers, sills, jambs and flashings associated with selected openings to be removed. Adjacent brick wall construction to continue at removed openings

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Flooring
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Flooring Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
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xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	09 65 13	Resilient Base And Accessories
xxv.	09 65 19	Resilient Tile Flooring

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Contractor shall provide all labor, materials, tools, equipment, delivery, and transportation necessary to complete the **Flooring** Scope of Work in accordance with the project drawings, specifications, and applicable codes and regulations.
2. All work shall be performed in a professional and workmanlike manner and coordinated with the General Contractor and other trades as required.
3. The scope includes, but is not limited to:
 - a. **Carpet Tile:** CPT-1, CPT-2, CPT-3, CPT-4
 - b. **Marmoleum Fresco:** MCT-1
 - c. **Rubber Wall Base:** RB-1
 - d. All required adhesives, fasteners, and installation materials
 - e. Transition strips between different flooring types
 - f. Entrance floor mats
4. Contractor shall provide all materials required for the complete installation, including adhesives, fasteners, leveling compounds, transition strips, mats, and any other accessories required for a finished, code-compliant installation.
5. Contractor shall protect all adjacent surfaces, finishes, and furnishings during installation to prevent damage. Any damage caused during installation shall be repaired or replaced to the satisfaction of the General Contractor.
6. Contractor shall maintain a clean and organized work environment throughout the installation process. All debris, packaging, and waste generated by this scope shall be removed from the site and properly disposed of upon completion.
7. All flooring shall be installed in accordance with:
 - a. Manufacturer's instructions
 - b. Project specifications
 - c. Applicable local, state, and federal codes, including safety and accessibility requirements (e.g., ADA compliance)
8. Contractor shall coordinate all flooring work with the General Contractor and other trades to ensure proper sequencing, alignment, and integration with other building systems.
9. This contractor is responsible for any necessary floor patching in the existing building that will not be demolished.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: [Painting and Wall Covering](#)
Project Name: [Canton TWP – Western Wayne](#)

Job No.: [262591-000](#)
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete [Paint and Wall Covering](#) Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	09 72 00	Wall Covering
xxv.	09 91 13	Exterior Painting
xxvi.	09 91 23	Interior Painting

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Painting and Wall Covering](#) Scope of Work in accordance with the project drawings, specifications, and all applicable codes and regulations.
2. Furnish and supply all **wall covering materials** as specified in the contract documents.
3. Furnish and supply all **interior paint systems**, including but not limited to: PNT-1, PNT-2, PNT-3, PNT-4, PNT-5, and PNT-6.
4. Furnish and supply **epoxy paint systems** where indicated in the drawings or specifications.
5. Furnish and supply **epoxy paint systems** where indicated in the drawings or specifications.
6. All materials shall be new, unopened, and installed in accordance with manufacturer specifications.
7. Perform all required **surface preparation** prior to installation or application of finishes.
8. Preparation shall include cleaning, sanding, patching, filling, caulking, priming, and repair of minor surface imperfections as required to achieve proper adhesion and a smooth finished surface.
9. Verify surfaces are properly cured, dry, and ready to receive finishes prior to application.
10. Install all **wall coverings** in locations indicated on the construction drawings and specifications.
11. Apply all **interior paint systems**, including primers and finish coats, to achieve full coverage and uniform finish.
12. Apply **epoxy coatings** where specified.
13. Furnish and install **exterior paint system EX-PNT-1**, including required preparation and coatings for exterior surfaces.
14. All work shall be performed in accordance with manufacturer recommendations and industry standards.
15. Protect all adjacent surfaces, fixtures, flooring, glazing, and equipment from paint splatter, adhesive, dust, and damage during the performance of the work.
16. Provide masking, drop cloths, coverings, and other protective measures as required.
17. Coordinate work with other trades to ensure proper sequencing and avoid damage to completed work.

18. Verify that substrates and surfaces are ready prior to starting work and report any deficiencies.
19. Perform all required **touch-ups and repairs** to damaged or incomplete finishes prior to final inspection.
20. Ensure all painted surfaces and wall coverings are uniform in color, texture, and finish.
21. Replace or repair any defective work as directed.
22. Remove all masking, protection materials, debris, and waste upon completion of the work.
23. Leave all work areas clean and ready for occupancy.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

- Alternate #1: Remove select (5) windows from scope of project. Refer to A3-01 and A5-01 for identification of which windows are to be removed. All windows, headers, sills, jambs and flashings associated with selected openings to be removed. Adjacent brick wall construction to continue at removed openings – Adjacent interior wall finishes to continue at removed openings.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Interior Floor & Wall tile
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Interior Floor & Wall Tile Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

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|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	09 30 13	Ceramic Tiling

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Interior Floor & Wall Tile](#) Scope of Work in accordance with the project drawings, specifications, and all applicable codes and regulations.
2. Furnish and supply all **floor and wall tile materials** as specified in the project documents.
3. Furnish and install **ceramic tile**, including but not limited to the following types: PT-1, PT-2, PT-3, and PT-4.
4. Provide and install **metal corner profiles (MT-1)** at all tile outside corners and locations indicated on the drawings or specifications.
5. Verify that all substrates are properly prepared and suitable to receive tile installation.
6. Perform minor surface preparation as required to ensure proper adhesion and installation of tile materials.
7. Install all **floor and wall tiles** in the locations indicated on the construction drawings.
8. Installation shall include proper layout, alignment, cutting, setting, grouting, and finishing in accordance with manufacturer recommendations and industry standards.
9. Ensure tiles are installed level, plumb, and with consistent joint spacing.
10. Protect all adjacent finishes, fixtures, flooring, and surrounding surfaces from damage during the course of the work.
11. Provide temporary coverings, masking, and protective measures as required.
12. Remove excess materials, grout residue, debris, and waste generated during installation.
13. Clean all tile surfaces and leave the work area in a neat and finished condition ready for final inspection.
14. This Contractor shall cover the floor tile with a protective covering upon completion of their work to minimize dirt and damage on the new surface.
15. Provide all required waterproofing and crack suppression membrane for your work.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included

Subcontract Total	\$ 0.00
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This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Signage
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Signage Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	10 14 23	Panel Signage

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Signage](#) Scope of Work in accordance with the project drawings, specifications, and applicable codes and regulations.
2. All work shall be performed in a professional and workmanlike manner and coordinated with the General Contractor and other trades as required.
3. Contractor shall furnish and install all interior room identification signage as indicated on the project drawings and specified in the project documents.
4. Contractor shall furnish and install all exterior signage as shown on the project drawings and specified in the project documents.
5. Contractor shall furnish all materials necessary for the complete installation of the signage systems, including but not limited to:
 - a. Mounting brackets and supports
 - b. Anchors and fasteners
 - c. Adhesives and mounting hardware
 - d. Rim and finishing components as required
6. Contractor shall take all necessary precautions to protect adjacent walls, finishes, ceilings, and other surfaces from damage during installation. Any damage caused by the Contractor's operations shall be repaired or replaced to the satisfaction of the General Contractor.
7. Contractor shall maintain a clean and organized work area throughout the duration of the work. All debris, packaging materials, and installation waste generated by this scope shall be removed from the site and properly disposed of.
8. All signage shall be installed in accordance with the project drawings, specifications, and applicable building codes, including ADA requirements where applicable.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
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Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Toilet Room Partitions
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Toilet Room Partitions Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	10 21 13	Plastic Toilet Compartment

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

- Contractor shall provide all materials, delivery, and transportation necessary to complete the [Toilet Room Partitions](#) Scope of Work in accordance with the project drawings, specifications, and applicable codes and regulations.
- Contractor shall furnish High-Density Polyethylene (HDPE) toilet compartments as indicated on the project drawings and specified in the project documents.
- The furnished partitions shall include all standard components required for the system, including but not limited to:
 - Partition panels
 - Doors
 - Pilasters
 - Mounting brackets
 - Hardware and fasteners supplied by the manufacturer
- All items shall be furnished in accordance with the project schedule and coordinated with the General Contractor to ensure timely delivery.
- Contractor shall be responsible for delivery of all furnished toilet room partition materials to the project site and coordination with the General Contractor for proper staging and storage prior to installation.
- All furnished toilet room partitions shall comply with applicable local, state, and federal regulations, including accessibility requirements under the Americans with Disabilities Act (ADA) where applicable.
- Contractor shall field measure and provide shop drawings prior to going into production.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included

Subcontract Total	\$ 0.00
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This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Toilet Room Accessories
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Toilet Room Accessories Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

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|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	10 28 00	Toilet and Bath Accessories

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Contractor shall provide all materials, delivery, and transportation necessary to complete the [Toilet Room Accessories](#) Scope of Work in accordance with the project drawings, specifications, and applicable codes and regulations.
2. All items shall be furnished as specified and coordinated with the project schedule and installation requirements.
3. Contractor shall furnish and install the following toilet room accessories as indicated on the project drawings and specified in the project documents:
 - a. Toilet Paper Holders
 - b. Sets of Grab Bars
 - c. Mirrors
 - d. Sanitary Napkin Disposals
 - e. Soap Dispenser
 - f. Paper Towel Dispensers
4. All accessories shall meet project specifications and applicable accessibility requirements, including ADA compliance where required.
5. Contractor shall be responsible for delivery of all furnished accessories to the project site and coordination with the General Contractor for proper staging and storage prior to installation.
6. All furnished toilet room accessories shall comply with applicable local, state, and federal regulations, including ADA accessibility requirements where applicable.
7. Contractor shall coordinate backing locations with other trades as needed for the toilet accessory installation.
8. This contractor shall state whether their bid includes furnish and install or only furnish so Higley Construction can coordinate a contractor for the installation.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
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Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Fire Extinguisher Cabinets
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Fire Extinguisher Cabinets Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	10 44 13	Fire Extinguisher Cabinets

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

- Contractor shall provide all materials, delivery, and transportation necessary to complete the [Fire Extinguisher Cabinets](#) Scope of Work in accordance with the project drawings, specifications, and applicable codes and regulations.
- Contractor shall furnish Fire Extinguisher Cabinets
- The furnished fire extinguisher cabinets shall include all components necessary for proper installation, including but not limited to:
 - Mounting brackets
 - Manufacturer-supplied hardware and fasteners
 - Cabinet doors, frames, and trim as specified in the project documents
- All items shall be furnished in accordance with the project schedule and coordinated with the General Contractor to ensure timely delivery.
- Contractor shall be responsible for delivery of all furnished fire extinguisher cabinets to the project site and coordination with the General Contractor for proper staging and storage prior to installation.
- All furnished fire extinguisher cabinets shall comply with applicable local, state, and federal regulations, including fire safety and accessibility requirements where applicable.
- Coordinate all fire extinguisher cabinet locations with other trades. Notify Higley of any areas that will require backing for the proper installation of the cabinet.
- This Contractor shall be responsible for furnishing and fire extinguisher signage per code.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Fire Extinguishers
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Fire Extinguishers Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

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|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	10 44 16	Fire Extinguishers

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Contractor shall provide all materials, delivery, and transportation necessary to complete the [Fire Extinguishers](#) Scope of Work in accordance with the project drawings, specifications, and applicable codes and regulations.
2. Contractor shall furnish all fire extinguishers as indicated on the project drawings and specified in the project documents.
3. All items shall be furnished in accordance with the project schedule and coordinated with the General Contractor to ensure timely delivery.
4. Contractor shall be responsible for delivery of all furnished fire extinguishers to the project site and coordination with the General Contractor for proper staging and storage prior to installation.
5. All furnished fire extinguishers shall comply with applicable local, state, and federal regulations, including fire safety and accessibility requirements where applicable.
6. This contractor shall supply the correct type and size fire extinguisher per the drawings and specifications.
7. All provided fire extinguishers are to be new and inspected/tagged prior to substantial completion of the project.
8. This Contractor shall coordinate the new fire extinguishers with the new fire extinguisher cabinets to ensure that they are compatible with each other.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Plumbing & Fixtures
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Plumbing & Fixtures Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	22 00 05	Basic Plumbing Requirements
xxv.	22 05 05	Selective Demolition for Plumbing
xxvi.	22 05 53	Identification for Plumbing, Piping and Equipment
xxvii.	22 07 19	Plumbing Piping Insulation
xxviii.	22 07 19.11	Under-Lavatory Pipe and Supply Covers – Plumberex
xxix.	22 10 05	Plumbing Piping
xxx.	22 10 06	Plumbing Piping Specialties
xxxi.	22 30 00	Plumbing Equipment
xxxii.	22 40 00	Plumbing Fixtures

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Plumbing and Fixture](#) Scope of Work in accordance with the project drawings, specifications, and all applicable codes and regulations.
2. All work shall be performed in a professional and workmanlike manner and coordinated with the General Contractor and other trades as required.
3. Contractor shall perform plumbing demolition as required to facilitate the new construction work. Scope includes removing, cutting, capping, and securing existing plumbing systems to allow for demolition activities while maintaining safe conditions.
4. All removed materials shall be properly disposed of in accordance with applicable regulations
5. Contractor shall furnish and install all plumbing fixtures as shown on the project drawings and specified in the project documents, including but not limited to:
 - a. plumbing fixture schedule
 - b. plumbing pumps
 - c. Water heaters
6. Scope includes all trim, fittings, carriers, supports, and accessories required for a complete and operational installation.
7. Provide firestopping for your work at all rated walls – per the specifications
- 8.
9. Contractor shall furnish and install aboveground sanitary waste and vent piping systems as indicated in the project drawings and specifications, including all fittings, supports, cleanouts, and connections required for a complete installation.
10. Contractor shall furnish and install aboveground storm drainage and overflow piping systems as shown in the project drawings and specifications.

11. Contractor shall furnish and install domestic water service components including:
 - a. Water service piping
 - b. Bypass assembly
 - c. Backflow preventer
 - d. Meter assembly
 - e. Water meter shall be furnished by others unless otherwise noted in the project documents.
12. Contractor shall furnish and install aboveground and rooftop natural gas piping systems as shown in the project drawings and specifications, including valves, supports, and connections to equipment.
13. All gas piping shall be installed in accordance with applicable codes and tested as required. Provide all final connections to the mechanical equipment, include all dirt leg assemblies and flex connections per the contract documents.
14. Contractor shall furnish and install all plumbing equipment as indicated in the project drawings and specifications.
15. Installation shall comply with applicable safety standards and code requirements.
16. Contractor shall furnish and install plumbing drains, cleanouts, fixture carriers, and other plumbing specialties as shown on the drawings, specified in the project documents, or required by applicable codes.
17. Contractor shall furnish and install plumbing insulation for piping and equipment as required by the project drawings, specifications, and applicable energy codes.
18. Contractor shall provide all necessary access equipment required to perform the work safely and efficiently, including but not limited to manlifts, ladders, scaffolding, and cranes as required.
19. Provide on-site coordination for the above ceiling work.
20. All plumbing work shall be installed in accordance with all applicable local, state, and national plumbing codes, including any required inspections, testing, and approvals.
21. Train Owner's representative(s) on proper start-up, operation, and maintenance of all mechanical systems. Provide a video recording of the training for the Owner.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: HVAC
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete HVAC Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	23 00 05	Basic HVAC Requirements
xxv.	23 05 05	Selective Demolition For HVAC
xxvi.	23 05 53	Identification for HVAC Piping and Equipment
xxvii.	23 05 93	Testing, Adjusting, And Balancing For HVAC
xxviii.	23 07 13	Duct Insulation
xxix.	23 09 13	Instrumentation and Control Devices For HVAC
xxx.	23 09 25	Digital Control (DDC) Systems For HVAC
xxxi.	23 31 00	HVAC Ducts and Casings
xxxii.	23 30 00	Air Duct Accessories
xxxiii.	23 34 23	HVAC Power Ventilators
xxxiv.	23 36 00	Air Terminal Units
xxxv.	23 37 00	Air Inlets and Outlets
xxxvi.	23 74 13	Packaged Outdoor Central-Station Air-Handling Units
xxxvii.	23 81 27	Small Split System Heating and Cooling

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the **HVAC** Scope of Work in accordance with the project plans and specifications.
2. All work shall be performed in a professional and workmanlike manner and coordinated with other trades as required to ensure proper installation and operation of all systems.
3. Contractor shall remove and properly dispose of the existing furnace and associated components as required to accommodate the new HVAC installation. Disposal shall comply with all applicable local regulations.
4. Contractor shall furnish and install the following rooftop units:
 - a. RTU-1
 - b. RTU-2
5. Scope shall include all necessary components and accessories required for a complete and operational installation, including but not limited to roof curbs and insulation within the roof curbs, mounting, connection to ductwork, and coordination with structural and roofing requirements.
6. Contractor shall provide all required rigging, lifting equipment, cranes, and/or hoisting equipment necessary to safely transport and set the units on the roof.
7. Contractor shall furnish and install three (3) roof vents with a diameter of 3 inches, including all required flashing, sealing, and weatherproofing to ensure a watertight installation.

8. Contractor shall furnish and install all required sheet metal ductwork necessary to serve the new HVAC system in accordance with the project plans and specifications
 - a. This includes, but is not limited to:
 - i. Supply air ductwork
 - ii. Return air ductwork
 - iii. Required fittings, transitions, and connections
 - iv. Proper sealing and support of ductwork
 - v. Provide all smoke & fire alarm duct detectors.
9. Contractor shall install all supply air and return air duct connections from the building distribution system to the rooftop units to ensure proper airflow and system operation.
10. Contractor shall furnish and install thermostats for the HVAC systems, including all necessary wiring, mounting, and connections required for proper system control and operations.
11. Contractor shall furnish and install the indoor and outdoor mini-split units as indicated in the project drawings.
 - a. Scope shall include:
 - i. Indoor unit installation
 - ii. Outdoor condenser installation
 - iii. Refrigerant line sets
 - iv. Condensate drain lines
 - v. Electrical control wiring connections
12. Contractor shall maintain a clean and safe work area throughout the duration of the project. All debris, scrap materials, and packaging shall be removed regularly. Upon completion of the work, the Contractor shall leave the work area clean and free of construction debris.
13. Contractor shall coordinate all work with the General Contractor and other trades to ensure proper scheduling, installation, and integration of HVAC systems within the project. Include above ceiling drawings.
14. Disconnects and motor starters as required for mechanical equipment
15. Provide firestopping for your work at all rated walls – per the specifications
16. Provide functional and pre-check start-up before start-up and complete Testing and balancing. Submit final test and balance reports on time so there are no delays to the project requirements.
17. Train Owner's representative(s) on proper start-up, operation, and maintenance of all mechanical systems. Provide a video recording of the training for the Owner.
- 18.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s)

listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

- F. Unit Price Schedule:
(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Electrical
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete **Electrical** Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	26 00 05	Basic Electrical Requirements
xxv.	26 05 05	Selective Demolition for Electrical
xxvi.	26 05 19	Voltage Electrical Power Conductors and Cables
xxvii.	26 05 26	Grounding and Bonding for Electrical Systems
xxviii.	26 05 29	Hangers and Supports for Electrical Systems
xxix.	26 05 33.13	Conduit for Electrical Systems
xxx.	26 05 33.16	Boxes for Electrical Systems
xxxi.	26 05 53	Identification for Electrical Systems
xxxii.	26 05 73	Power System Studies
xxxiii.	26 09 35	Distributed Digital Lighting Control Systems
xxxiv.	26 24 13	Switchboards
xxxv.	26 24 16	Panel Boards
xxxvi.	26 27 26	Wiring Devices
xxxvii.	26 28 16.16	Enclosed Switches
xxxviii.	26 51 00	Interior Lighting
xxxix.	26 56 00	Exterior Lighting
xl.	28 46 00	Fire Detection and Alarm

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Electrical](#) Scope of Work in accordance with the project plans and specifications.
2. Disconnect and make safe existing electrical power systems as required to facilitate demolition activities.
3. Remove existing electrical wiring, devices, fixtures, and equipment located within designated demolition areas as indicated on the project drawings.
4. Provide complete new electrical wiring, raceways, and boxes throughout the building as required by the project plans and specifications.
5. Furnish and install all electrical outlets, receptacles, switches, and associated wiring as shown on the drawings.
6. Furnish and install all lighting fixtures as indicated on the lighting documents.
7. Furnish and install new electrical panelboards/breaker boxes as required for the project.
8. Furnish and install occupancy or vacancy sensors as indicated on the project drawings and specifications.
9. Furnish and install **telecommunications, data, and audio/visual outlet boxes and rough-in** as required.

10. Furnish and install all floor boxes complete with covers and associated wiring as indicated on the drawings.
11. Protect all existing electrical systems and adjacent work not designated for removal during construction activities.
- 12.
13. Provide aProvide temporary lighting as required to support construction operations.
14. Furnish and install electrical connections required for **roof top units (RTUs)** in coordination with mechanical equipment requirements.
15. Provide all mechanical disconnects not called out on the Mechanical schedule but required per electrical code or any disconnects that specify electrical contractor to provide.
16. Furnish and install exterior lighting fixtures as shown on the project drawings. Include drilling and placing of the sono tube.
17. Furnish and install exterior light poles, including bases, fixtures, wiring, and connections as indicated on the plans.
18. Provide all future work for Generator
19. Provide all secondary feeders and raceways from DTE transformer, include lay-out and pouring of DTE concrete Pad.
20. Provide coordination with all above ceiling work.
21. Provide a fire stopping and fireproof all electrical penetration at rated assemblies.
22. Include Fire alarm and Fire alarm design documents
23. Remove debris and excess materials from the work area and maintain a clean and safe job.
24. All electrical work shall be performed in accordance with the project drawings, specifications, the **National Electrical Code (NEC)**, and all applicable local building codes.
25. Train Owners representatives on proper start-up, operation, and maintenance of all mechanical systems. Provide video recording of training for Owner.
26. Provide permit and taxes for this scope of work.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

- Alternate #3: Remove decorative lighting type "H" fixtures and all associated wiring/electrical from project scope. Refer to A4-01 and EL1.01 for fixture location and quantity.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: **Asphalt**
Project Name: **Canton TWP – Western Wayne**

Job No.: **262591-000**
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete **Asphalt** Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
19. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.
20. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.

21. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
22. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
23. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
24. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
25. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
26. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific Scope of Work:
Trade Specifications:

The following Specification Sections are listed as the Responsibility of this Subcontractor, and are pertinent for the proper Administration and Execution of this Subcontractor's Scope of Work on this Project:

i.	00 80 00	Supplementary General Conditions
ii.	01 21 00	Allowances
iii.	01 22 00	Unit Prices
iv.	01 23 00	Alternates
v.	01 25 00	Substitution Procedures
vi.	01 25 10	CSI Substitution Request Form After Bidding
vii.	01 25 10	CSI Substitution Request Form During Bidding
viii.	01 26 00	Contract Modification Procedures
ix.	01 29 00	Payment Procedures
x.	01 31 00	Project Management and Coordination
xi.	01 32 00	Construction Progress Documentation
xii.	01 33 00	Submittal Procedures
xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements

xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	32 12 16	Hot-Mix Asphalt Concrete Paving
xxv.	32 13 73	Cement Concrete pavements, curbs, and gutters
xxvi.	32 14 15	Paving Markings

This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

This Subcontractor shall provide all Supervision, Labor, Material, Equipment, Engineering and Layout necessary to provide all aspects of the Asphalt Paving Bid Package, in accordance with the Project Drawings and Specifications.

The Scope of this Subcontractor's Work includes, but is not necessarily limited to the following items:

1. This subcontractor shall provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Asphalt](#) Scope of Work in accordance with the project plans and specifications.
2. This subcontractor shall prepare subgrade and base materials to receive asphalt paving, including grading, compaction, and removal of unsuitable material to achieve the required elevations, slopes, and drainage as specified.
3. This subcontractor shall furnish, place, and compact **8 inches of 21AA limestone aggregate base** as indicated on the drawings, ensuring proper grading, compaction, and elevation prior to asphalt placement.
4. This subcontractor shall furnish, place, and compact asphalt paving in accordance with project specifications, including all layers such as base, binder, and surface courses as required.
5. This subcontractor shall furnish and install all paving details as indicated per the project documents and specifications.
6. This subcontractor shall provide all necessary tack coat, prime coat, or bonding materials between asphalt layers or between asphalt and adjacent concrete surfaces as specified.
7. This subcontractor shall provide proper edge restraints, curbs, and transitions to existing pavement or sidewalks as required by the plans.
8. This subcontractor shall install asphalt pavement markings, striping, and signage in accordance with project drawings and applicable regulations.

9. This subcontractor shall furnish and install all concrete curbs, gutters, and right of way approach (driveway opening) as indicated per the drawings.
10. This subcontractor shall protect newly placed asphalt from damage during curing and construction activities until final acceptance.
11. This subcontractor shall remove all debris, excess materials, and equipment from the site upon completion of paving operations.
12. This subcontractors work shall comply with the project drawings, specifications, applicable ASTM standards, and local building and roadway codes.
13. This subcontractor shall include their own surveying and staking to confirm and verify. One control point will provided by the controlling contractor. All other grades and points shall be provided by this contractors scope of work.
14. This subcontractor shall provide all control, expansion, and isolation joints per plans and specifications.
15. This subcontractor shall furnish and install asphalt sawcutting, removal, asphalt bonding coat/tackcoat, and bituminous asphalt for the utility road crossing and parking lot drive approach where repair and replacement is needed as a result of new construction or tying into existing asphalt surfaces as per the project documents and specifications.
16. This subcontractor shall furnish and install all parking precast concrete wheel stops as indicated per the project documents and specifications.
17. This subcontractor shall furnish and install all bollards and barrier free signs, and no parking signs as indicated per the project documents and specifications.
18. This subcontractor shall furnish and install concrete spillway connected to new curb and gutter as indicated per the project documents and specifications. This includes furnishing and install the rip rap at the bottom of the concrete spillway. Coordinated elevation with Earthwork contractor during grading.
19. This subcontractor shall include all transition connections between multiple surfaces and coordinate with other trades on final grading to avoid bird baths or pits after final top coat meeting dissimilar surfaces.
20. The Earthwork and Site Utility subcontractor is responsible for providing an acceptable proof-rolled subgrade. This Contractor will attend the proof roll verification with AM Higley, the Earthwork and Site Utility Contractor, and the Owner's testing agency. This subcontractor will be required to verify elevations of subgrade. Any irregularities need to be brought to the attention of the AMH Superintendent prior to beginning the work of this Contract as noted above.

D. Subcontract Cost Recap:

Base Bid	
Taxes	Included
Subcontract Total	

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Landscaping
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Landscaping Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	32 28 10	Irrigation
xxv.	32 92 00	Sodding
xxvi.	32 92 20	TOPSOIL (Civil)
xxvii.	32 93 00	Trees Plants and Ground Covers
xxviii.	32 93 30	Hydro-Seeding
xxix.	32 94 00	Landscape Maintenance and Warranty Standards

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Landscaping](#) Scope of Work in accordance with the project plans and specifications.
2. Furnish and install all trees, shrubs, plants, and other vegetation as indicated on the drawings, including proper planting, staking, and protection during establishment.
3. Furnish and install the specified plant mix, including all soil amendments, fertilizers, and growing medium as required by the project specifications.
4. Furnish and install hardwood mulch in planting beds and other designated areas as shown on the plans.
5. Furnish and install sod in all lawn areas indicated on the drawings, including grading, soil preparation, and proper irrigation.
6. Furnish, install, and test a complete irrigation system, including all piping, heads, valves, controllers, and connections as specified in the project documents.
7. Provide and place topsoil for lawns and planting beds, including grading, leveling, and compaction as required to achieve proper site conditions.
8. Perform all site preparation work, including clearing, debris removal, grading, and soil preparation, to ensure areas are ready for landscaping installation.
9. Provide final cleanup of all landscaping areas, including removal of excess materials and debris, leaving the site clean, safe, and ready for use.
10. All landscaping work shall be performed in accordance with the project drawings, specifications, and applicable local ordinances and environmental regulations.
11. Site fencing, plastic jersey barriers and concrete jersey barriers shall be provided by others. The Subcontractor shall temporarily relocate jersey barriers/fencing if work is required in an area. The Subcontractor shall provide additional fencing to secure the site perimeter. Jersey barriers and fencing shall be replaced when work in that area is complete.
12. This contractor includes all landscaping work, including furnishing, spreading, and grading of topsoil, planting, seeding, sod, irrigation (if applicable), straw for seed germination and

decorative fencing. This contractor is to follow all the exact specifications as indicated on the plans and specifications.

13. This Contractor includes any and all edging required for landscaped areas.
14. This Contractor shall furnish and install all soil material in the types and thicknesses specified for all landscaping, this includes minor subgrade cut/fill/prep/grading, and fine grading of planting soil material. Note: The Site Utility Contractor will backfill and turnover the site with imported engineered fill and compact site to elevation per the drawings. This Contractor will be required to verify elevations of subgrade, structures, curbs, etc. Any deviations or irregularities need to be submitted to AM Higley in writing at least two weeks prior to beginning the work of this Contract.
15. This Contractor shall furnish and install all deciduous trees, shrub plants, and perennial plantings. This includes staking, strapping and protections as necessary.
16. This Contractor shall include all mobilizations, general clean-up of their own scope of work.
17. This Contractor shall provide all watering and maintenance labor and material for plant establishment per the plans and specifications.
18. This Contractor shall furnish and install mulch bed and planting mixture in all planting areas. This includes sloping and grading plant mixture or mulch to align with adjacent structures.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Fences
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Fences Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the **Fences** Scope of Work in accordance with the project plans, specifications, and all applicable codes and regulations.
2. Carefully remove existing fencing, including posts, panels, gates, and associated hardware as required. All fencing designated to be salvaged shall be removed in a manner that prevents damage to materials intended for reuse.
3. Salvaged fencing materials shall be properly handled, stored, and protected on-site to prevent damage or loss prior to reinstallation.
4. Reinstall the salvaged fencing in the locations indicated on the project drawings. Installation shall include setting posts, installing panels, reconnecting gates and hardware, and making necessary adjustments to ensure the fence is properly aligned, secure, and functional.
5. Coordinate work with the General Contractor and other trades as required. Protect adjacent surfaces, landscaping, utilities, and structures from damage during the course of the work.
6. Remove all debris, excess materials, and waste generated during the removal and reinstallation process. Leave the work area clean and in acceptable condition upon completion.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

- F. Unit Price Schedule:
(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Scope of Work: Earthwork, Sitework, & Utilities
Project Name: Canton TWP – Western Wayne

Job No.: 262591-000
Sub-Job No.:

It is the intention of this Subcontract to include all work necessary for a complete Earthwork, Sitework, & Utilities Scope of Work. This includes all work not necessarily detailed on the drawings, but reasonably assumable as being part of the work of this Trade. This is not intended to exclude work not quantifiable from the design drawings and field visit. Any work that you may feel should be part of this package but cannot be quantified from the design drawings shall be first submitted as a pre-bid RFI and if an answer is not received in time, listed as an exclusion on your bid proposal. This Subcontractor is responsible for all work per the Project Specifications associated with their Scope of Work.

A. Project Specific Requirements:

1. This project consists of the renovation of the Western Wayne building located at 44582 Geddes Rd in Canton MI.
2. Contractor parking/staging will be in the parking lot at the building. Contractors to notify Higley before any material is staged to coordinate locations.
3. Subcontractors are to coordinate any deliveries or material drop-offs with Higley Construction prior to delivery. On-site material storage will be extremely limited. Materials can be dropped off at the project site between the hours of 7am-3pm. Higley Construction will assist with this coordination but will not be responsible for scheduling deliveries, assisting with unloading, or handling any materials or equipment.
4. General requirements in the project specifications noted as required by the Construction Manager shall be provided or be required by the respective prime contractor as applicable to the work.
5. This project has a no tobacco policy (including electronic smoking devices and chewing tobacco), anyone who does not comply with this policy will be subject to permanent removal from the site and possibly issued a citation by the local Police Department. There are no weapons of any kind, type or description permitted on the Project Site. Loud radios or music nor wearing of earbuds or headphones are not permitted on the Project Site.
6. This project will be completed during normal business hours.
7. This Subcontractor will be responsible for the daily clean-up of their space and debris. Should the Subcontractor fail to perform any of its clean-up obligations, Higley Construction may perform the same itself, or through others, and deduct the costs incurred from the Subcontract Amount.
8. Higley Construction urges this Subcontractor to read the Building Owner Documents included in the Bidders Manual. These documents carry requirements that are above and beyond what has been listed on the contract drawings and in the specification sections.
9. This Subcontractor is working in an existing operating facility and will require special communication with the Building Owner and other tenants regarding shutdowns and utility connections. These shutdowns will be required to be performed during off hours.

10. Temporary power and lighting to be provided by an electrician from the existing Circuits adjacent to the construction zone. Temporary water and wash tubs to be provided by AM Higley.
11. Break locations to be as designated by Higley Construction and the Subcontractors is not permitted to use Owner facilities (i.e. Cafeteria or Toilets).
12. The normal work hours at the Project Site are Monday through Friday 7:00 am to 4:00 pm (exclusive of holidays). Unless otherwise requested by the contractor 72 hours in advance to meet schedule requirements.
13. Subcontractors shall use designated toilets provided at the existing building. The use of permanent toilet facilities in the buildings may conclude during construction and temporary toilets will be used.
14. Each Subcontractor is to include mockups as described in the bid documents, including expediting expenses. Mockups will be removed by the Subcontractor installing the mockup as directed by Higley. Mockup costs shall be listed on the schedule of values.
15. This Subcontractor shall be responsible to coordinate the installation of required devices and sleeves for this Subcontractor's work with the work of other subcontractors or trades. Unless otherwise noted in the Contract Documents, this Subcontractor shall provide all blocking required for this Subcontractor's Work to the subcontractor installing the blocking.
16. Each Subcontractor shall be responsible for all cutting and patching, including fire watch, necessary for the installation of its work. The Subcontractor shall protect adjacent materials from damage, enclose space to contain debris and dust and thoroughly clean the space upon completion of work. In case sleeves or hangers are not placed in time, or are improperly placed, each Subcontractor shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary. Any sleeve or opening left unused by a Subcontractor requesting same shall be filled by that Subcontractor with an approved firestopping material and shall attain full fire rating of wall and/or floor construction. Sealing between the sleeve and the pipe, conduit, duct, etc. will be the responsibility of the Subcontractor who installing the pipe, conduit, duct, or other item within the sleeve.
17. This Subcontractor is responsible to determine the dimensions and adequacy of all housekeeping pads for all equipment furnished pursuant to this Agreement. These pads are to be placed by the Subcontractor requiring them, unless otherwise noted on the contract Documents.
18. This Subcontractor shall furnish and install all access panels required for the Subcontractor's Work for proper operation, maintenance, by the Contract Documents or applicable code, rule, or regulation. Access panels not indicated in documents but required for electrical or mechanical access shall be furnished to the Drywall Subcontractor for installation. Access doors will be furnished by the Subcontractor that installed the system requiring access for maintenance or by building code.
19. This Subcontractor shall provide all required cutting, patching, and coring required for the Subcontractor's Work, including GPRS/X-ray, utility locators, as necessary. Including all inspections
20. The Mechanical Subcontractor shall prepare coordination drawings, including underground drawings, by floor and area for submission to other trades for location of their installations to avoid installation interferences.

21. This Subcontractor shall identify to Higley Construction the need for CAD files if required to prepare the Subcontractor's submittal(s). Higley Construction will coordinate the Subcontractor's request for CAD files to the Architect. The Subcontractor acknowledges that CAD drawings are a requirement of this Agreement, and the Subcontractor will create all necessary CAD drawings with or without CAD drawing backgrounds from the Architect. This Subcontractor shall include any cost or waiver required for release of CAD files.
22. This Subcontractors additional work shall be the cost of the work relating to a change on a time and material basis or as otherwise agreed in writing by the parties. The limitations, if any, on the subcontractor's overhead and profit shall not exceed fifteen percent (15%) of the actual cost of the changed Work, labor, equipment, and material of a primary tier subcontractor; and/or five percent (5%) of the actual cost of changed Work, labor, equipment, and material of a lower tier subcontractor.
23. This contractor is required to use the Hammertech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date.
24. This contractor shall be required to outfit and sustain their employees with a helmet that has an ANSI Type 2 or EN 12492 front/side/rear impact rating.
25. This contractor must have each worker either be enrolled in the MUST program or have a current (within the past year) 11 panel drug card equal to or more stringent than the substance abuse panel and thresholds listed in The Project Safety Plan.
26. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - The subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or it Sub-tiers during the duration of the Subcontractor's work.
 - Delivery trucks and corresponding driver's and personnel time.
 - The Subcontractor's work trucks, vans and vehicle time.
 - The Subcontractor's office personnel, including Superintendent and Project Manager.
 - The Subcontractor's small tools, Personal Protective Equipment, and consumables.
27. Subcontractors are required to submit labor rates to Higley Construction for review with their bid forms. These labor rates are subject to modification if it is determined that the rates include additional mark ups that are above and beyond the standard labor rates, fringes, and burdens.

B. Trade Specific:

a. Specifications

- | | |
|----------------|--|
| i. 00 80 00 | Supplementary General Conditions |
| ii. 01 21 00 | Allowances |
| iii. 01 22 00 | Unit Prices |
| iv. 01 23 00 | Alternates |
| v. 01 25 00 | Substitution Procedures |
| vi. 01 25 10 | CSI Substitution Request Form After Bidding |
| vii. 01 25 10 | CSI Substitution Request Form During Bidding |
| viii. 01 26 00 | Contract Modification Procedures |
| ix. 01 29 00 | Payment Procedures |
| x. 01 31 00 | Project Management and Coordination |
| xi. 01 32 00 | Construction Progress Documentation |
| xii. 01 33 00 | Submittal Procedures |

xiii.	01 33 01	Shop Drawing Transmittal (Fillable Form)
xiv.	01 35 16	Alteration Project Procedures
xv.	01 40 00	Quality Requirements
xvi.	01 42 00	References
xvii.	01 43 39	Mockups
xviii.	01 60 00	Product Requirements
xix.	01 73 00	Execution
xx.	01 77 00	Closeout Procedures
xxi.	01 78 23	Operation and Maintenance Data
xxii.	01 78 39	Project Record Documents
xxiii.	01 79 00	Demonstration and Training
xxiv.	02 41 19	Selective Demolition
xxv.	31 10 00	Site Clearing
xxvi.	31 10 12	Fine Grading
xxvii.	31 10 18	Soil Erosion Control
xxviii.	31 20 00	Earth Moving
xxix.	33 41 00	Storm Sewers, Underdrains and Drainage Structures

- b. This Subcontractor is also responsible for trade specifications not specifically listed above, but required by reference in the listed specifications, or as required by the Subcontractor to perform their scope of work described herein, as well as all Construction Bidding Documents as a whole. If this Subcontractor should find an inconsistency or discrepancy within the Contract Documents, ie., a discrepancy between the Drawings and the Specifications, this Subcontractor Should use the 'better quality', or 'more expensive' alternative, and subsequently notify Higley of the occurrence and further direction.

C. Scope of Work

1. Provide all labor, materials, tools, equipment, supervision, and transportation required to complete the [Earthwork, Sitework, & Utilities](#) Scope of Work in accordance with the project plans and specifications.
2. **Demolition & Site Clearing**
 - a. Perform all demolition work related to existing utilities, sanitary, and water systems, including removal of piping, fixtures, and associated components.
 - b. Remove existing asphalt paving, sidewalks, curbs, and concrete surfaces as indicated on the drawings.
 - c. Demolish and remove existing fencing in the project area.
 - d. Remove and dispose of all demolition debris in accordance with local regulations.
 - e. Protect adjacent structures, utilities, and work areas during demolition activities.
3. **Site Protection & Erosion Control**
 - a. Furnish, install, and maintain temporary soil erosion and sediment control measures, including silt fencing, as required by the project specifications and environmental regulations.
 - b. Confirm with Higley which method for the silt fence trench with native backfill or with gravel backfill is to be used.
 - c. Maintain safe access and site conditions during all earthwork and utility operations.
4. **Earthwork & Site Grading**
 - a. Clear and grub the site, including removal of vegetation, debris, and obstructions.
 - b. Strip and stockpile topsoil for reuse in landscaping or final grading.
 - c. Excavate and grade the site to achieve required elevations, slopes, and drainage patterns.
 - d. Furnish and install sand base for building pads, compacted as specified.
 - e. Furnish and install aggregate base (e.g., 21AA limestone) for asphalt paving, curbs, and other hardscape elements, compacted per project specifications.

- f. Provide compaction and testing of subgrades, fills, and embankments as required.
 - g. Perform trenching, bedding, backfill, and compaction for all utility installations.
5. **Utilities Installation**
- a. Furnish and install all new utilities, including:
 - i. Domestic water and fire protection lines
 - ii. Sanitary sewer systems
 - iii. Storm drainage piping
 - iv. Natural gas lines
 - v. Telecommunications, data, and low-voltage conduits as indicated
 - b. Furnish and install all associated appurtenances, including manholes, junction boxes, cleanouts, valves, and meter assemblies.
 - c. Stub up all utility lines to the building footprint for future connections.
 - d. Connect new utilities to existing services as required, coordinating with the utility providers.
 - e. Test and inspect all utilities in accordance with project specifications and applicable codes prior to backfilling.
6. **Site Restoration & Final Grading**
- a. Backfill all excavations and utility trenches, compacting to specified densities.
 - b. Final grade site surfaces in preparation for landscaping, paving, and other construction activities.
 - c. Remove all excess materials, debris, and equipment upon completion of work.
7. All work shall comply with the project drawings, specifications, local building codes, and environmental regulations.
8. Contractor shall coordinate with other trades to avoid conflicts with existing or concurrent construction activities.
9. Clearing and grubbing by this contractor [Subcategory I]
10. Strip and haul off existing topsoil as directed by The Higley Construction. space on site doesn't allow for stockpiling at any time. [Subcategory I]
11. This contractor to submit Soil Erosion and Sediment Control Plan to governing authorities and secure all permits. [Subcategory I]
12. Furnish, install, maintain and inspect as required all soil erosion control including all existing storm structure and storm system sedimentation guards as required in accordance with the documents and requirements of Authorities Having Jurisdiction. Refer to Section 31 25 00 Erosion and Sedimentation Control [Subcategory I]
13. Provide soil erosion system inspections by a certified storm water operator as required by AHJ. Provide weekly and/or per-event reports. [Subcategory I]
14. Remove soil erosion control after permanent vegetation or paved surfaces have been established and approved by AHJ and as directed by Higley Construction. [Subcategory I]
15. This subcategory of work is to provide excavation, backfill placement and compaction, grading for all site Utility work, concrete curb and Asphalt replacement. As well as Proof-rolling of compacted sub-grades prior to the placement of stone/aggregate base, asphalt pavements, concrete curbs, walkways, pavers or and planed surfaces. [Subcategory III &IV]
16. Maintain site grade such that Sub grade will drain completely by gravity. (see Storm Water Management in Utilities SOW) [Subcategory III &IV]
17. This contractor is responsible to furnish and install all traffic safety control devices/signage for the ROW work on this project.

D. Subcontract Cost Recap:

Base Bid	\$ 0.00
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Taxes	Included
Subcontract Total	\$ 0.00

This Subcontract shall include all necessary applicable taxes as required. This project is Not Tax Exempt.

E. Alternatives:

The Alternates listed herein shall be considered as options which may be selected by the Contractor. The Subcontractor is obligated to perform any or all the listed Alternates for the price(s) listed herein if the Contractor, in the Contractor's sole discretion, exercises the right to incorporate the Alternative into the Agreement. These alternates are not included in this Subcontract value.

F. Unit Price Schedule:

(Unit rates to be entered below or attached to this Schedule B, for use throughout entire project duration)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
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Schedule Narrative

All bidders are required to bid the project based on the attached project schedule. This project schedule is subject to change based on input and a collaborative effort between amHigley and the successful bidders. All costs are to be included to staff the project with manpower, tools and equipment as necessary to meet this schedule.

Milestone Schedule:

Out for Bid	03.12.26
Submit for Permitting	03.12.26
Pre-Bid Site Walk Thru	03.17.26
Pre-Bid RFIs Due	03.19.26
Bids Due	03.26.26
Post Bid Meetings	03.30.26
Board Meeting Recommendations to Canton Twp	04.07.26
Canton Township Board Approval	04.14.26
Mobilize	04.20.26
Demolition	04.27.26
Concrete Foundations	05.18.26
Sitework/Utilities	06.01.26
Underground Utilities	06.15.26
Structural Steel	06.22.26
Exterior Envelope	07.21.26
Overhead MEPs	08.15.26
Interior Construction Activities	09.14.26
Substantial Completion	02.26.27





Project Safety Plan

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Summary of Changes 1-4-19

- ☐ HLL LE – All Horizontal Life Lines must be rated for Leading Edge (LE) where they might come into contact with a leading edge. **Para 1.3.1**
- ☐ Competent Person Documentation to support appointment as a competent person **Para 1.3.1**
 - Trench excavation
 - Confined Space
 - Silica
 - Fall Protection
 - Scaffolding
 - LO/TO
- ☐ All foremen must review and revise their company's JHA after sitting through the safety orientation **Para 1.4.4**
- ☐ Add near hits to the required incident announcement documentation **Para 1.4.4**
- ☐ Pre-work meetings with foreman who will be running the work prior to any mid/high risk activities **Para 1.10.1**
- ☐ Gloves **Para 1.11**
- ☐ No smoking when posted **Para 1.11**
- ☐ Rewording of when a post incident substance abuse test is required 2.3.7 **Para**
- ☐ Knives and tools like knives, especially those used by insulators, shall be in a protective sheath when not in use **Para 1.12**
- ☐ Safety Violation – if an employee fails to sign a violation form, they are dismissed from the project **Para 1.12**
- ☐ Confined space regulations – new wording **Para 2.1**
- ☐ Crane operator qualifications and certifications ... latest revised required. **Para 2.2**
- ☐ Crane A/D Director Competent Person training documentation is required **Para 2.2.1**
- ☐ Add Rigging hardware must be marked with distinctive manufacturer ID as per ANSI B30 **Para 2.2.1**
- ☐ Erecting/Dismantling crane – worker who is above 6' requires fall protection rather than 15' **Para 2.2.3**
- ☐ Add reference to MUST **Para 2.3.2**

- ☐ No man-baskets on a fork lift without safety team approval and manufacturers endorsement **Para 2.5.5**
- ☐ OUPS or private utility locator must mark all utilities prior to excavation, and the digging contractor must exactly identify the location prior to digging in the immediate vicinity **Para 2.8**
- ☐ All excavations that come within 36" of an underground utility, shall have hydro vacuuming potholing to exactly identify the location of the buried utility prior to proceeding with powered equipment excavation. **Para 2.8**
- ☐ Complete an AMHigley Excavation Permit and gain the approval of the site superintendent prior to breaking ground **Para 2.8**
- ☐ Conduct an environmental assessment if there is any potential for a hazardous environment inside the excavation. Documented readings from a 4 or 5 gas tester shall be provided to the AM Higley superintendent prior to any persons entering the excavation. **Para 2.8**
- ☐ Carpenters precision cuts can wear dust proof goggles vs. face-shield **Para 2.9**
- ☐ All temporary power outlets, junction boxes, and panels must be secured with waterproof hardware where not in dried in area of a building **Para 2.15**
- ☐ Baker Scaffold pre-use inspection documented in foreman's daily log **Para 2.15**
- ☐ Temporary power connections in a junction box shall be covered. Even if over 8' in height, there shall be no wire nuts exposed. **Para 2.15**
- ☐ All temporary electrical junction boxes, electrical panels, and outlets must be weather-proof if not under a dried in area. **Para 2.15**
- ☐ LO/TO program must have a written plan in the 3SP any time working on an energized system **Para 2.16**
- ☐ For flaggers, get rid of 'highway' **Para 2.18**
- ☐ Site contractors / dirt moving equipment Table 1, Item 17 & 18 **Para 2.19**
 - Operators shall have exposure monitoring and respirators if vehicle is not equipped with 95% air filtrations **Para 2.19**
- ☐ Require engineered end guard rails on all outriggers. **Para 2.54**
- ☐ Updated wording of requirements during demolition operations **Para 2.23**
 - ☐ Top Down, Bay to Bay with no operations over open bays
 - ☐ Laborer cutting through walls/studs must have a 'ticker' to test electrical circuits to see if they are de-energized

- ☐ Air Hogs are required to eliminate or minimize dust affecting other trades even if workers performing work are in compliance with table 1 of the silica standard **Para 2.19**
- ☐ Electrical contractor is required to be on site during all demo operations even at night **Para 2.15**
- ☐ All excavations activities require the competent person to fill out the excavation permit. Where a person will enter a trench, this requires the competent person to conduct a soil classification by two methods, and to complete the trench inspection checklist prior to worker entering and each time they reenter on a new day, or if there is water present, or there is high vibration in the area **Para. 2.8**
- ☐ Additional details on requirements of employers concerning fall protection
 - ☐ Employers who utilize Personal Fall Arrest Systems (PFAS) to generate a plan and have all necessary resources to implement a plan for prompt rescue of employees in the event of a fall in accordance with 1926.502(d)(20) **Para 2.6**
 - ☐ All body harnesses shall be outfitted with suspension straps and each employee trained on their use so that an employee is not subject to suspension trauma should they be a fall victim **Para 2.6**
 - ☐ Snap hook to ANSI 359.12 360 lb. standards **Para 2.6**
 - ☐ No Pelican Hooks **Para 2.6**
 - ☐ Any self-retracting lifeline, rope grab, or horizontal life line used on or near a leading must be "LE (leading edge)" rated **Para 2.6**
 - ☐ Rope Grabs are not permitted on any AM Higley projects unless specifically authorized by a safety team member **3SP/MAPP Section 7**
 - ☐ Inspection of fall protection system components prior to each use. **Para 2.6**
- ☐ Update to the safety violation notification to change the wording to state that an employee who is suspended from work due to a category 1 violation, is suspended from all AM Higley projects for the said duration. **Appendix B, Procedure, V.**
- ☐ AM Higley reserves the right to disallow certain contracted safety representatives on the projects **Para 1.4.1**
- ☐ Strictly comply with all facets of OSHA 1926.1153(a) **Para 2.19**

Scope and application. This section applies to all occupational exposures to respirable crystalline silica in construction work, except where employee exposure will remain

below 25 micrograms per cubic meter of air (25 µg/m³) as an 8-hour time-weighted average (TWA) under any foreseeable conditions.

- ☐ AM Higley reserves the right to place air pumps for exposure assessments on any employee or equipment on an AM Higley project **Para 2.19**
- ☐ Employer must follow guidelines of 1926.1153 Table 1 specifically, or have representative data to support tasks and respiratory protection plan **Para 2.19**
- ☐ Engineered end rails & swing gates for scaffolding **Para 2.5.4**
- ☐ Demo – air hogs if drywall with others affected... **Para 2.19**
- ☐ No scissor lifts that don't have manufacturer equipped anchor point. **Para 1.3.1**
- ☐ 502 (k)(1) Fall protection plan prepared by a qualified person **Para 2.6**
- ☐ 503 (b)(1) Certificate of training in writing with name of instructor **Para 2.6**
- ☐ 502 (d)(20) Rescue Plan (prompt) **Para 2.6**
- ☐ AMHigley reserves the right to disallow a contracted or 3rd party safety rep/consultant **Para 1.4.1**
- ☐ Additionally, the employer shall produce written documentation of the employer's evaluation of the operator in the type/model of crane used for this project. **Para 2.2.1**

I. Project Safety Program

I.1 Overview

This Project Safety Plan establishes policies and procedures for the prevention of injury, occupational illness, and property damage at the project site. The goal is to provide a healthy and safe working environment for everyone as well as to protect the site and the environment to the best of our ability. There is never an acceptable reason for compromising safety, and it is *The Albert M. Higley Co.*'s intent to commit itself each day to maintaining an accident-free workplace.

It is *The Albert M. Higley Co.*'s policy, and indeed one of our core values, to provide a safe place to work at all times and to conduct every operation in a manner as to provide protection for property and for each individual who might come into contact with these operations. We expect everyone employed on the project to conduct his or her work in a safe manner and in compliance with this Safety Plan. By contract, every Subcontractor on this site is obligated to perform all work in a safe manner and obligated to conform to the requirements of the Federal Occupational Safety and

Health Act of 1970, as amended, and all Federal, State, Municipal and local laws and regulations. If a conflict occurs between this Safety Plan and any Federal, State, Municipal and local laws and regulations, the most stringent requirement shall prevail. This document is referenced in all contracts, and, therefore, is contractually binding in its entirety. It is not intended to be all inclusive, but rather, just to highlight several of the safety challenges that are seen most in our line of work.

I.2 Policy Statement

All persons who come onto the site for any reason during construction will be required to comply with the established safety regulations that govern the project.

Subcontractors must commit by contract to observe and comply with all applicable safety regulations and procedures. Each Subcontractor and their subcontractors will participate in the Project Safety Program, hereafter referred to as the "Program".

If *The Albert M. Higley Co.* finds Subcontractor areas of work or individuals being, or acting in noncompliance with the Occupational Safety and Health Act of 1970 (OSHA), as amended, or any other applicable regulations, it shall have the authority to order immediate correction and cessation of the non-compliant occurrence. Non-compliance with Project Safety Plan or any Law or Regulations will be grounds for Subcontractor dismissal and/or forbidding employee(s) access to the project site. All costs of correction and catch up of schedule shall be borne by the Subcontractor deemed responsible.

I.3 Higley Safety Requirements Beyond OSHA

I.3.1 Requirements

- Scaffolding- Fall protection required at or above 6'
- Steel Erection- Fall protection required at or above 6'
- Assembly/Disassembly of cranes – Fall protection required at or above 6'
- Scissor Lift - Body harness with self-retracting lanyard required while elevated at or above 6'
- Scissor Lift – Scissor lifts without manufacturer equipped anchor points will not be permitted

- All body harnesses must be equipped, and worker trained to use suspension trauma safety straps
- All self-retracting lanyards or horizontal lifelines used on or near a leading edge must be ANSI Leading Edge (LE) rated
- No use of 6' lanyard at any elevation below 18 ½' and never in any lift
- Safety Monitor- No use of safety monitor in lieu of fall protection permitted without specific approval from AM Higley safety team personnel and documented in the 3SP/MAPP
- Controlled Decking/Access Zone/Rope Grab - No use of controlled decking/access zones or rope grabs without specific approval from AM Higley safety team personnel and documented in the 3SP/MAPP
- The Onsite Safety Coordinator must have an OSHA 30 card that was issued no more than 5 years ago, or an OSHA 8 hr. refresher course issued by an authorized Safety Forum trainer within the past 3 years, and a First Aid/CPR certification no more than 2 years old
- The Competent Person shall have documented training for each area named as competent from a qualified person and this documentation shall be included in the 3SP/MAPP submittal: Trench Excavation, Confined Space, Silica, Fall Protection, and Scaffolding are non-negotiable, and others may apply as scope of work dictates.

I.3.2 3SP/MAPP Approval

- All subcontractors shall submit and make requested edits to obtain an approved 3SP/MAPP prior to starting work and shall not be paid for work without achieving this requirement

I.4 Onsite Safety Coordinator

I.4.1 Requirements

The Subcontractor shall recommend for review an Onsite Safety Coordinator for this project not less than **15 days prior** to the Subcontractor starting work at the project site by providing to *The Albert M. Higley Co.* with the resume for its Onsite Safety

Coordinator. The candidate's resumes shall include an e-mail address and cell phone number.

The Albert M. Higley Co. reserves the right to disallow a contracted or hired safety professional from entering the jobsite.

I.4.2 Qualifications

The recommended candidate shall, at a minimum:

- Achieve an OSHA 30-hour construction hazard recognition certification within the past five years, or have attended an OSHA 8 hour refresher course which was provided by an authorized safety forum instructor
- Be experienced and certified as a competent person in the type of work being performed, and who possesses certification by a qualified person for each area deemed as a competent person
- Achieve First Aid and CPR certification within the past two years

I.4.3 Consideration

Subcontractors shall anticipate that the safety aspects of this Onsite Safety Coordinator position will encompass several hours of the workweek and may occasionally require full-time attention. For this reason, Subcontractors should consider the ability of a superintendent or foreman to meet the responsibilities of both positions simultaneously. The person fulfilling this position shall be present on the job site at all times when employees from their company are present, for the duration of the project. In the event a subcontractor has 20 or more employees on the jobsite, the subcontractor shall have a dedicated full-time safety coordinator present in addition to the foreman/superintendent running the crew. *AM Higley reserves the right to disallow certain contracted safety representatives on projects. The subcontractor is required to get approval of 3rd party safety representatives or consultants from a AM Higley Safety Team member.*

I.4.4 Responsibilities

The selected Onsite Safety Coordinator shall be required to:

- Assure that prior to the start of any work activity, a Job Hazard Analysis is created, reviewed, and accurately reflects all work tasks, hazards, and hazard mitigation techniques for their scope of work. JHAs must be signed-off on.

- Participate in weekly safety meetings/training held between *The Albert M. Higley Co.* Superintendent and all Subcontractor safety coordinators and any other safety meetings as requested.
- Participate in accident and incident investigation involving their work and that of their Subcontractors.
- Recognize hazards and take appropriate corrective action, especially stop all hazardous work whenever imminent danger to life and health exists.
- Conduct daily site safety inspections for their work areas, document and turn in to *The Albert M. Higley Co.* one per week.
- As soon as possible, but no later than the end of the day, document and communicate all accident/incident/near hit events to *The Albert M. Higley Co.* Project Superintendent or Safety Manager. Prepare and submit a written accident/incident/near hit incident investigation detailing the root causes within 24 hours of the event.
- Conduct and documentation “tool box” training each week and submit subject outline with sign-in document to the AM Higley Superintendent by the end of each week.
- Upon communication of any hazard, cause to have mitigated or eliminated any hazard brought to their attention by the AM Higley representative resulting from a safety audit or other means of notification.
- After attending the AM Higley safety orientation, the Onsite Safety Coordinator shall review the 3SP submitted by their corporate office and sign the 3SP.
- All foremen must review and revise their company’s JHA after sitting through the safety orientation.
- Assure that prior to the start of any work activity every foreman reviews each task assignment and conducts and documents a Daily Huddle (job hazard assessment) with each affected employee to assure a comprehensive understanding of the necessary safety requirements and precautions.
- Assure that Subcontractor’s employer provides appropriate personal protective equipment and enforce its use. 100% hard hat and safety eyewear are required.

- Assure that every Subcontractor employee receives training and provides written acknowledgements that they understand the Subcontractor's site-specific safety plan.

I.5 Site Specific Safety Plan (3SP) or Michigan Accident Prevention Plan (MAPP)

Not less than 15 days prior to starting work, the subcontractor shall submit for approval by The Albert M. Higley Co. a 3SP/MAPP, which addresses all the applicable safety elements the Subcontractor, its Subcontractors, vendors and suppliers shall implement.

- This document shall be applicable to the scope of work performed on this project.
- Submit the original document electronically to one of The Albert M. Higley Co.'s Project Engineers or safety professionals.
- This plan must be approved prior to starting work.
- Once approved, the subcontractor shall distribute printed versions to The Albert M. Higley Co.'s Project Superintendent at the on-site trailer/office in a 3-ring binder. Any lists of Safety Data Sheets of 4 or more shall be tabbed and a table of contents included.
- The Subcontractor shall generate the 3SP/MAPP in the following format. This format can be provided by The Albert M. Higley Co. in a MS Word document.



SITE SPECIFIC SAFETY PLAN (3SP)

PROJECT NAME:

PROJECT ADDRESS:

CONTRACTOR:

DATE:

PROJECT MANAGER:

PM EMAIL:

PM CELL PHONE #:

PROJECT FOREMAN:

FOREMAN CELL PHONE #:

Higley Project Safety Plan 2019

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**Please refer to the AM Higley Project Safety Plan (PSP)
for the specific safety requirements.**

SECTION 1: SCOPE OF WORK

1. Describe scope of work
2. Identify any sub-contractors

Note: All requirements of the 3SP and PSP must be flowed down to your sub-contractors. The prime contractor is responsible for overseeing their performance.

SECTION 2: COMPETENT PERSON/ON-SITE SAFETY COORDINATOR

Attach necessary training certificates in Appendix B

1. Name of On-Site Safety Coordinator: _____
 - a. Attach OSHA 30 training within the past 5 years or the 8 Hour Refresher certification within the past 3 years.
 - b. Attach 1st aid/CPR certification within the past 2 years.
2. Name of Competent Person: _____
 - a. Attach certifications for competent person for all high-risk activities.
 - b. Some examples of high-risk activities are:
 - i. Trenching & Excavating
 - ii. Exposure to an unprotected edge 6' or more off the ground
 - iii. Confined Space
 - iv. Lock out / tag out

SECTION 3: DRUG-FREE WORKPLACE

1. All workers must attend AMH Safety Orientation with documentation of a current drug test and photo ID (See the Project Safety Plan for more information on the drug test standards). All workers without the appropriate drug test will be denied work access.
2. Please list the union hall(s) of all tradesmen, including subs:

SECTION 4: JOB HAZARD ANALYSIS

1. Please consider each task that your company will perform and identify each hazard for that task, followed by your plan to mitigate each of these hazards.
2. AM Higley will provide general JHA's for your scope of work upon request. It is up to each contractor to fit your specific safety hazards and mitigation efforts to this JHA.
3. Please include any subcontractors work within your JHA.

SECTION 5: EXPOSURE CONTROL PLAN

Please create an Exposure Control Plan if you have any silica dust generating work. This can be created at plan.silica-safe.org and be sure that each of your tasks follows Table 1 or has an accompanying Exposure Assessment (air sampling).

SECTION 6: SAFETY DATA SHEETS

In accordance with OSHA 1910.1200(g)(8) The employer shall maintain in the workplace copies of the required safety data sheets for each hazardous chemical, and shall ensure that they are readily accessible during each work shift to employees when they are in their work area(s). (Electronic access and other alternatives to maintaining paper copies of the safety data sheets are permitted as long as no barriers to immediate employee access in each workplace are created by such options.)

Attach SDSs in Appendix C once you print out this 3SP/MAPP in a 3-ring binder for our project field office.

SECTION 7 ABOVE AND BEYOND

While working for AM Higley, there are some requirements that are in addition to the OSHA minimums. Plan for success by planning to meet these requirements:

- All elevated work at or above 6' must have positive fall protection to include scaffold, steel erection, decking operations, etc.
- Work inside a scissor lift & boom lift requires a body harness and a self-retracting lifeline.
- No rope-grabs, controlled decking zones, or controlled access zones without specific request through and approval by the AM Higley safety team.
- All self-retracting lanyards or horizontal lifelines used on or near a leading edge must be ANSI Leading Edge (LE) rated
- See complete list of above and beyond requirements in the Project Safety Plan

Appendix A JHA

(This is an embedded Excel Table, click on the table once you open Word to edit)

JOB HAZARD ANALYSIS (JHA)		
Project Name:	Contractor:	Date prepared:
Scope/Activity Performed:	Location:	Estimated Start/Finish Dates:
Activity/Task	Potential Hazards	Hazard Mitigation/Elimination Plan
Equipment to Be Used	Inspection Requirements	Competent Persons & Areas of Expertise
Prepared by (Print Name, Sign and Date):		
Safety Team Review (Print Name, Sign and Date):		
Subcontractor Foreman Review (Print Name, Sign and Date):		



Appendix B Competent Person and On-Site Safety Coordinator Certifications

Attach training documents here



Appendix C Safety Data Sheets

Provide a Table of Contents and attach all SDSs here to be printed off in the 3SP/MAPP binder

1.6. Subcontractor Responsibilities

The Subcontractor shall ensure that each of its supervisors is aware of their responsibilities under this Safety Plan, including:

- Becoming familiar with the requirements of all accident prevention standards and safety rules pertaining to the job
- Being responsible for carrying out the procedures required by this Safety Plan
- Assuring that each employee under their supervision and subcontractors **on his/her first day on the project** attends the initial project safety orientation provided by *The Albert M. Higley Co.* and provides proof of a current drug card and photo identification to this orientation
- Explaining to all employees under their supervision, all applicable safe practice rules and regulations
- Must constantly monitor their work areas for hazards
- Supervising the instruction and training of new employees either personally or through delegated experienced persons until the new employee satisfactorily demonstrates their ability to perform the work in a safe and efficient manner
- Being responsible for **continuous** housekeeping in their area and for the use and maintenance of all personal protective devices, equipment, and safeguards. Failure to maintain adequate housekeeping shall result in AM Higley causing effected area to be corrected and back-charging the responsible contractor.
- Conducting and documenting weekly "toolbox" safety training for all employees under their supervision which at a minimum must include discussions surrounding any incidents/accidents/near misses in the past week and the corrective actions and preventative steps taken by the Subcontractor as well as any upcoming activities identified as hazardous to be discussed during pre-shift job hazard assessment talks.

1.7. Emergency Action Plan

Subcontractor's program shall conform to OSHA requirements to generate, communicate and rehearse an Emergence Action Plan (EAC). If greater than ten (10) employees under subcontractor's oversight will work on this project, this plan shall be in writing. See a sample template of *The Albert M. Higley Co.'s EAC at Appendix C.*

1.8. Applicable Fire Standards

Subcontractor's program shall conform to OSHA and NFPA standards of fire protection and prevention practices. Subcontractors shall also comply with all fire and safety rules and regulations applicable by law, regulation or policy not otherwise covered in this document.

1.9. Remedies for Subcontractor Failures

In the event of the Subcontractor's failure to correct any safety violations, *The Albert M. Higley Co.* may issue the Subcontractor written notification outlining the safety violation(s) (see ENFORCEMENT below). Failure of the Subcontractor to abate may result in the removal of

the employee, the employee's supervisor, or the Subcontractor from the Project site and/or other appropriate measures.

1.10. Meetings

1.10.1. Preconstruction Meetings

The Subcontractor, before starting work at the project site, shall attend a pre-construction meeting with *The Albert M. Higley Co.* to understand the project conditions and safety requirements. The Subcontractor shall participate in a project site tour to confirm its awareness of potential safety hazards. To assure a safe work place the Subcontractor shall provide appropriate methods, equipment, devices, material and actions, which may be required to establish and maintain safe working conditions at the project site.

Additionally, each subcontractor's foreman shall attend a preconstruction meeting with the work plan and JHA in completed detail for all mid/high risk activities to include but not limited to:

- Trenching & Excavating
- Confined Space
- Lockout/Tagout
- Elevated work requiring PFAS or a Fall Protection Plan
- Silica Producing Activities
- Crane Operations
- Demo
- MEP disruption/transition to live

1.10.2. Regular Safety Meetings

- *The Albert M. Higley Co.* will conduct safety meetings on a regularly scheduled basis. All Subcontractors working on the Project site are to send their on-site safety representative to attend and maintain awareness of all safety requirements.
- All Subcontractors shall hold weekly 10-15 minutes "tool box" safety training for all employees under their supervision. Topics shall include safety issues related to work assigned. *The Albert M. Higley Co.* will monitor "tool box" training through personal attendance or by reviewing a copy of the training documentation which is required to be turned in to *The Albert M. Higley Co.* no later than Thursday each week.
- Prior to starting any major operation, which would involve lock-out/tag-out procedures, the Subcontractor must schedule a meeting involving *The Albert M. Higley Co.*, and every Subcontractor Superintendent and Subcontractor Safety representative affected by the work. The purpose of the meeting is to review and adopt specific procedures prior to commencement of the work.
- Prior to bringing a crane onto the jobsite and prior to any pick that may reach 75% of the crane's maximum capability, the Subcontractor shall schedule and hold a meeting which includes the Subcontractor, necessary Sub-Subcontractors, and *The Albert M. Higley Co.*

1.11. Employee Responsibilities

Subcontractors shall not require employees nor knowingly permit employees to work in an unsafe environment except for the purpose of making safety corrections and then only after the Subcontractor takes proper precautions for their protection.

Each employee is responsible for learning and abiding by those rules and regulations, which are applicable to the assigned tasks and for reporting observed or anticipated hazards to their immediate supervisor. If the Subcontractor does not immediately abate the hazard, the affected employee is to report the hazard to *The Albert M. Higley Co.*

All employees shall observe the following rules of conduct:

- **Courtesy:** Employees shall observe standards of behavior and conduct their work in a manner to avoid offending any Owner or Tenant employees or visitors. Each individual on this Project must be given the courtesy that he would extend to one's family or friends.
- **Personal Protective Equipment:** All persons on the project site are to wear hard hats, eye protection, and work boots with substantial soles at all times. Safety vests are required when ground guiding or working around motor vehicles or other moving equipment and operations that warrant increased visibility. All other personal protective equipment, including respirators, hearing protection, gloves, or as appropriate to assigned tasks, shall be used in the proper manner at all times while there is exposure to a hazard. Face shields must be worn when any cutting, grinding or other hazard may cause injury to the face or activity that may generate a projectile.
- **Clothing:** Employees shall wear clothing suitable for the weather and the work to which they receive assignment. *The Albert M. Higley Co.* does not permit torn or loose clothing - cuffs or neckwear, which may be a hazard. Shirts with sleeves are required at all times. We do not permit shorts or cut-off trousers. Clothing shall be maintained in a clean, neat and repaired fashion.
- **Vehicles:** Employees shall park their vehicles in areas that *The Albert M. Higley Co.* designates. Operation of vehicles to and from the project site shall conform to all local traffic laws.
- **SMOKING IS NOT PERMITTED ON SITE When Posted**
- **Intoxicants:** *The Albert M. Higley Co.* does not permit the consumption or allow employees to work on site who exhibit the residual effects of alcoholic beverages or drugs on the project. All workers who are taking physician-prescribed or over-the-counter medication must be fit for work. All employees are specifically directed to the "Substance Abuse Policy" which is a part of this Project Safety Plan
- **Accidents/Incidents:** All employees must immediately advise their Supervisor of any injury on the project or any non-injury accident/incident to include near hits. Failure to report any injury on the day of the injury may result in denial of any worker's compensation claim. All injuries requiring medical attention shall result in a substance abuse test within 24 hours. Failure to do so shall result in denial of any worker's compensation claim.
- **Housekeeping:** Good housekeeping on the project is mandatory and every employee must do their part daily to minimize dust and to clean up their work area to keep the project clean for

safety and efficiency. Controls shall be observed which keep dirt from being tracked into areas outside the workspace.

- **Fire Protection:** Employees shall adhere to all fire protection regulations and shall conduct their work in a manner to preserve the fire safety integrity of the building.

1.12. Enforcement of Safety Policies

Repeated violations or lack of cooperation regarding the Project Safety Plan by employees of a Subcontractor indicates non-compliance with provisions included in the contract and may be grounds for the employee's suspension from the project site and/or for termination of the Subcontractor's contract. Failure of an employee to sign a violation form will be cause for dismissal not only from the assigned project, but all AMH projects.

Subcontractors must provide this Project Safety Plan to all employees during orientation and explain these rules to new employees who start after the initial orientation. Subcontractor employees who fail to follow the safety laws, regulations and policies will receive warnings (described below) prior to permanent suspension from the project site; less if the offense concerns the potential for serious injury or significant property damage.

The Albert M. Higley Co.'s Safety Violation Policy and Safety Violation Notification Form, in their entirety, are located in Appendix B of this document.

Immediate removal from the property will result when any of the following takes place:

- Any employee, supervisor or manager exposes themselves or other employees to imminent danger, which could result in loss of life.
- Any employee, supervisor or manager openly exhibits disregard, defiance or disrespect for the Safety Plan, Program, or Safety Professionals.
- Any employee, supervisor or manager who knowingly falsifies or withholds any investigative document or testimony involved in a safety investigation.
- Physical encounters to include but not limited to fighting, pushing, and shoving. All individuals involved in the incident are subject to immediate removal with potential permanent suspension for repeat violators or violations of blatant disregard for safety.
- Threats made against any safety personnel performing their duties.
- Theft or destruction of property.
- Any employee, supervisor or manager consumes, possesses, distributes or is under the influence of alcohol and/or drugs.
- Sabotage or tampering on another employee or company's materials, tools or equipment.
- Knives and tools like knives, especially those used by insulators, shall be in a protective sheath when not in their hand.
- The employee brings any weapon outside of a common pocketknife larger than four (4") inches onto the project.
- The employee uses a construction tool or other object as a weapon. *The Albert M. Higley Co.* expressly prohibits firearms or ammunition whatsoever on the project site.
- Safety Violation – if an employee fails to sign a violation form, they are dismissed from the project

1.13. Incident Investigation

- Subcontractors and/or their employees shall immediately notify *The Albert M. Higley Co.* of any incidents, injuries, property damage over \$1,000 or near hits.
- Subcontractors must submit written copies of all incident/accident reports to *The Albert M. Higley Co.* as soon as possible, but not later than the end of the day of the event.
- Where an incident results in medical care at a medical facility or the loss/damage of property over \$1,000, a full root cause analysis shall be conducted and provided to *The Albert M. Higley Co.* within 72 hours after the incident.
- The Project Superintendent, Project Safety Engineer, the Subcontractor's Safety Coordinator or Supervisor and anyone familiar with direct knowledge of the incident that can contribute to the analysis and make recommendations to prevent its reoccurrence shall participate in incident investigations.
- *The Albert M. Higley Co.* defines an incident as any unintended event resulting in a fatality, an injury requiring medical attention, lost-time injury, first aid, damage to property or equipment exceeding \$1,000, a near miss that may have resulted in the same, or the recognition of a potential hazard to health and environment.
- Any incident fitting the above definition shall result in each worker involved in the incident, whether or not they contributed to the cause of the incident, immediately completing a post-incident substance abuse test no later than that same work day.
- Subcontractors shall detail their process of handling incident investigations and provide a sample of the incident investigation documentation as a part of the site-specific safety plan.

2. GENERAL REQUIREMENTS

2.1. Confined Space Entry

Each Subcontractor shall develop a site-specific entry procedure for use when Subcontractor's employees are required to enter confined areas or spaces. Confined Space entry procedures are to conform to OSHA 1926.1200 Subpart AA.

A confined space entry permit must be completed and posted at the entrance to the confined area. The Subcontractor shall submit documentation of appropriate formal training for all involved in the confined space activity to *The Albert M. Higley Co.* prior to entry into the subject space. Confined Spaces include but are not limited to manholes, crawl spaces, tanks, silos, elevator pits, electrical cabinets, air handling units, attics, etc. A checklist classifying the confined space shall be completed prior to entry by the competent person and provided to and approved by the project superintendent.

2.2. Crane Safety and Rigging

Subcontractors whose activities require the use of cranes shall be responsible for their proper set-up and operation in accordance with the revised crane standard as of October 2018 and shall advise *The Albert M. Higley Co.* of their plan for the same prior to the arrival on-site. The Subcontractor shall document these activities in the job hazard analysis plan and 3SP/MAPP. The Subcontractor shall indicate how it plans to meet the very specific requirements of the new OSHA crane standard (1926 Subpart CC) including rigging, signaling operations. Qualifications and certifications of the operator shall be in accordance with the latest revised regulations.

2.2.1. Documentation

The Subcontractor shall:

- Supply *The Albert M. Higley Co.* with documented evidence of their assembly/disassembly director competent person's training. This shall include but is not limited to certifications of completion for trade or task specific training.
- Provide *The Albert M. Higley Co.* evidence of the crane's annual inspection by a third-party certification or audit. This applies to each crane and lifting device and associated rigging equipment that the Subcontractor brings onto the site. If one year has elapsed since the last inspection, or if the crane or its associated rigging has sustained any incident, which may have resulted in damage, the Subcontractor shall order a re-inspection of the crane and its associated rigging and provide proof of inspection to *The Albert M. Higley Co.* If only an inspection sticker is present, and not a copy of the inspection certificate, the crane's owner shall provide to *The Albert M. Higley Co.* in writing certification that the inspection was completed and all identified issues are resolved.
- Provide *The Albert M. Higley Co.* evidence of the crane operator's certification by a third-party accredited evaluator. Additionally, the employer shall produce written documentation of the employer's evaluation of the operator in the type/model of crane used for this project.
- Rigging hardware must be marked with distinctive manufacturer ID as per ANSI B30
- Not proceed with crane work without evidence of all these requirements. *The Albert M. Higley Co.* will not accept claims for losses sustained by the Subcontractor for delays caused by failure to comply with these requirements.

2.2.2. Daily and Pre-Shift Crane Inspections

The Subcontractor shall designate a competent person to perform daily and pre-shift inspections in accordance with the manufacturer's recommendations and ANSI B30 Standard for the type of crane under inspection and the most current version. The Subcontractor shall complete and document this inspection prior to the start of each shift and make available to *The Albert M. Higley Co.* upon request. A copy of inspection sheets shall be included in the Site-Specific Safety Plan.

2.2.3. Crane Operation

The Subcontractor shall submit a Lift Procedure to *The Albert M. Higley Co.* prior to the lift for all Critical Lifts (defined as when lifting a load where the weights are at or over 75% of the rated capacity of the crane and rigging as determined by the manufacturer) and the following:

- Multi-Crane Lifts
- 100 Tons or Greater Lifts
- Any application that deviates from the manufacturer's recommendations
- When special or unique hazards are under or adjacent to the load at any time during the lift

The Subcontractor shall develop a Job Hazard Analysis for the Lift procedure and submit it *The Albert M. Higley Co.* The Subcontractor shall conduct and document Pre-Lift meetings at the following intervals: 2 days prior to the lift, and immediately prior to the lift with the actual workforce doing the lift. All concerned parties must be present for the meetings.

The Lift Procedure shall include documentation of calculations, which incorporates weight deductions of all rigging equipment, a load chart for the crane(s) that are to be used, a site plan, and layout sheet which will include the path of travel of the load, weight of loads, load distance from crane, swing radius protection and any other necessary factors.

The Subcontractor erecting or dismantling a crane must use fall protection at and above 6' rather than the OSHA allowed 15'.

2.2.4. Rigging

The Subcontractor shall:

- Use a qualified Rigger to inspect all rigging equipment and document the same prior to each shift.
- Immediately remove all rigging equipment that is defective, damaged or missing load tags from the project site.
- Not use chain slings for any lifting operation unless specifically designed for a unique application.
- Use tag lines on all loads.
- Use hooks for overhead lifting equipped with safety latches or alternate lifting methods such as clamps.
- Use shake-out/sorting hooks only for unloading materials from trucks; hooks may not be used for overhead lifting.

2.3. Substance Abuse Policy

This is a drug free project. All workers, supervisors, staff, salary employees and companies on this project must voluntarily comply with the requirements of the latest version of the Construction Industry Substance Abuse Program (CISAP), MUST, or a more stringent program. *The Albert M. Higley Co.* prohibits the use, possession, distribution, or sale on the project premises, facilities, or work places of any alcoholic beverages, intoxicants, drugs or related drug paraphernalia.

2.3.1. Purpose

The Albert M. Higley Co. is committed to protecting people and property and to providing a safe working environment for all that come on site. The purpose of this policy is to establish a zero-tolerance policy and drug-free work environment.

2.3.2. Policy

Workers must not report for duty or perform work while under the influence of any drug, alcoholic beverage, or intoxicant. All new workers to the site are required to show evidence that they have passed their most recent valid drug/alcohol test in accordance with the CISAP, MUST, or a more stringent standard and this test was within the preceding twelve (12) months. They must retain this currency status throughout the project. Workers unable to show such evidence along with a state issued photo identification at the initial safety orientation are not eligible to work on the project site until they are in compliance. The Construction Industry Substance Abuse Program (CISAP), is at Appendix A. **The MUST is available upon request.**

2.3.3. Definitions

When used herein, the following terms will have the meanings given below:

Project Premises – Includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles owned, leased or used or under the control of the company.

Prohibited Substances – Include illegal drugs (including controlled substances, look-alike drugs and designer drugs), legal drugs used without a prescription or used in abuse, designer or synthetic drugs that are not yet illegal but impair, and alcoholic beverages in the possession of or being used by an employee on the job.

Employee – Individuals, who perform work for *The Albert M. Higley Co.* or any of its Subcontractors, including, but not limited to, management, supervision, engineering, craft workers, vendors, suppliers, and clerical personnel.

Accident – An unfortunate event resulting from unforeseeable circumstances and usually results in harm, injury, damage, or loss.

Incident – Any unplanned and unintended event that interferes with or influences planned activity, caused directly or indirectly by an employee that occurs where the actual effect may or may not result in harm to person or property. This includes the category of near hit/miss where there was no damage or injury as well as accidents.

Reasonable Cause – The determination that an employee may be under the influence of a prohibited substance which warrants a substance abuse test. This includes an employee's excessive absenteeism or tardiness, slurred speech, glassy eyes, alcohol smell, smell of burnt rope, and changes in behavior which may include, but are not limited to noticeable evidence of imbalance, incoherence and

disorientation. A more extensive list of reasonable suspicion indicators may be found in Appendix A.

Retest – Testing required by this policy after a positive drug test. Retesting is at the expense of the employee. It must take place at an approved Substance Abuse and Mental Health Services Administration (SAMHSA) facility.

Re-analyze – The employee may request to challenge a positive drug test. In such a challenge, a certified SAMHSA laboratory of the employee's choice may examine the split sample of the original test. This retest is at the employee's expense.

Computer Generated Selection Testing (CGST) – Means a computer-generated process that a third-party administrator uses to select participants for testing.

Split Sample – The approved Substance Abuse and Mental Health Services Administration (SAMHSA) facility separates the sample provided by the employee into two samples. Both samples are appropriately marked with the employee's identification.

Positive Drug Test – A test result, which exceeds the cut-off limits established guidelines by the U.S. Department of Health and Human Services; or a test result that indicates that indicates tampering or adulteration of the specimen provided by the employee. *The Albert M. Higley Co.* policy equates an employee's refusal to submit to a drug test for any reason, at any time, as a positive drug test result. An employee's refusal to participate in a drug test or any positive test results in permanent suspension from the project.

2.3.4. Drug and Alcohol Testing

Independent Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratories conduct all drug and alcohol testing. The testing may consist of blood, breath, or urine tests, as required. In the case of a positive test result, the employee will have the opportunity to contest the result by having an appropriate portion of the split sample retested at a SAMHSA certified laboratory selected by the employee.

2.3.5. Prescription Drugs

Any employee using a prescription drug, which may impair mental or motor function, shall notify their employer as soon as the drug is prescribed, who is then to notify *The Albert M. Higley Co.* For the safety of all workers, *The Albert M. Higley Co.* may direct the Subcontractor prohibit the employee from the project premises until the prescribing physician releases the employee as fit for duty. *The Albert M. Higley Co.* reserves the right to obtain a confirming medical opinion before allowing the worker to return to duty. Again, this is an employee duty to self-report prescriptions that may influence job performance.

2.3.6. Employee Pre-Assignment Testing

All employees, salaried or hourly, who are assigned to the project, shall conduct substance abuse testing in accordance with applicable CISAP guidelines prior to coming onto the project premises.

2.3.7. Post-Accident Testing

After an incident injury requiring any medical treatment, the Subcontractor shall cause to have substance abuse tested all those involved. Documentation of tests shall be provided to *The Albert M. Higley Co.* the results within 24 hours of the incident. A supervisor is to accompany the injured employee or those employees involved in the incident involving the Subcontractor worker to the approved SAMHSA clinic or medical facility. Where there is reasonable suspicion, the Subcontractor shall certify any employee(s) involved in an incident tested negative for substance abuse prior to allowing them to return to the project premises. A third-party administrator facility that can facilitate a CISAP/MUST standard drug test must be used.

If the injured employee refuses to give a specimen of body fluid, the Subcontractor supervisor is to notify *The Albert M. Higley Co.* In such case, the employee will again receive notification that refusal to submit to drug screening is a violation of the CISAP/MUST and that refusal will result in permanent removal from the site.

2.3.8. Reasonable Cause Testing

The Albert M. Higley Co. may ask Subcontractors and Subcontractors shall take the initiative to test workers when a reasonable suspicion exists that an employee has been using or is under the influence of drugs or alcohol. The Subcontractor shall share all test results with *The Albert M. Higley Co.* Where there is reasonable cause and an employee is tested for substance abuse, the employee shall not return to the project site until the results from the test are shown with the finding of negative.

2.3.9. Random Testing

In accordance with State laws and applicable PLA's, *The Albert M. Higley Co.* may have 3rd party conduct urine, blood or other types of drug screening analysis of employees and others on the project premises on a random basis at periodic, unannounced intervals during the construction of the project. Subcontractors must certify negative test results to *The Albert M. Higley Co.* as soon as available but never more than 3 working days.

2.3.10. Confidentiality

The Albert M. Higley Co. will take steps to maintain the confidentiality of information generated by the implementation and enforcement of this policy and these

procedures. Disclosure occurs only in appropriate circumstances. The Subcontractor shall be responsible for maintaining the confidentiality of all information generated by the implementation and enforcement of this policy and these procedures for their own workers. *The Albert M. Higley Co.* shall have the right to audit compliance with this policy and these procedures by the Subcontractor, which shall include access to this confidential information.

2.4. Overhead Hazards

The Subcontractor Shall:

Subcontractors shall secure all debris, tools, sparks or materials from falling.

Subcontractors shall use nets, catch tarps, straps, or lanyards to keep items from falling. If these efforts cannot completely contain all possibility of falling items, subcontractors shall post a watch person below **and** cordoning off the area with high visibility tape and signs reading "DANGER, HAZARDS ABOVE!"

Subcontractors shall provide protection to its employees from falling debris, tools, sparks, or materials especially when working in areas of demolition.

All work shall be scheduled and coordinated to avoid working above another crew.

Demolition operations shall employ Top Down, Bay to Bay... No operations may be performed over open bays.

2.5. Elevated Work

2.5.1. Concrete and Masonry

All equipment and materials used in concrete construction and masonry work shall meet the applicable requirements as prescribed in ANSI-A10.9-1970 (or most recent version) "Safety Requirements for Concrete Construction and Masonry Work".

2.5.2. Stairways

Upon delivery to the project site, The Subcontractor shall provide all office trailers and material storage trailers with stairway access to all doorways and shall have landings with railings, which allow for at least 30" deep by 22" wide landing and have at least a clearance of 20" in front of any door swing. Stairway placement shall follow placement of the upper floor deck, as soon as practical. Any elevation change of 19" or more must have stairs or a ladder to facilitate the change in elevation. Any stairs rising more than 30" must have guard rail.

2.5.3. Ladders

Subcontractor shall:

- Use manufactured ladders on the project that comply with the regulations of ANSI-A14.1-1968 (or most recent version), Safety Code for Portable Wood ladders or ANSI-A14.2-1972 (or most recent version).
- Use all ladders in the manner and for the purposes for which the manufacturer specifies and in accordance with OSHA 1926 Subpart X.
- Use side rails or extensions, which must extend 36 inches above the landing; when this is not possible, the subcontractor shall install grab rails, and secure at the top to a rigid support that will not deflect.
- Require that each employee shall use at least one hand to grasp the ladder when progressing up and/or down the ladder and not stand on the top or top step.
- Require that an employee shall not carry any object or load that could cause the employee to lose balance and fall.
- Maintain all required sticker/placards on ladders in a condition that enables clear viewing of required ANSI information.
- Where adequate anchorages are available, tie off using a Personal Fall Arrest System or utilize a different means of gaining access (i.e., scissor lift, scaffold, etc.).

2.5.4. Scaffolding

All OSHA 1926 Subpart L regulations apply with the **more restrictive requirement** for all employees to adhere to a six (6') feet fall protection limitation. Subcontractors using scaffolding shall:

- Train all employees about the potential hazards and the safe procedures to follow to erect, use and dismantle scaffolds to eliminate exposure to those hazards.
- Provide fall protection to every employee working above **any** elevation of six (6') feet or greater.
- Require the Scaffold Competent Person to inspect and document inspections of all scaffolds prior to each work shift. All scaffolds shall bear a tag and be signed and dated by the subcontractor's scaffold competent person, denoting that the scaffold inspection is complete and is safe to use prior to any employee utilizing that scaffold that day. If a tag is not used, alternate documentation shall be approved by *The Albert M. Higley Co.* prior to use.
- Require all individuals engaged in scaffold erection or dismantling to be protected from fall hazards and from striking the ground with fall protection. There shall only be an exception if the scaffold competent person successfully demonstrates this is not feasible and receives in writing an exception from *The Albert M. Higley Co.*'s safety team for each scenario.
- Provide to *The Albert M. Higley Co.* the name of their Scaffold Competent Person in their Site- Specific Safety Plan.
- Not use ladder jack scaffolds.
- Require scaffolds with a width less than 60 inches to have guardrails (top, mid and toe) installed when the work platform is in excess of 48 inches above the floor or lower work area.

- Require scaffolds with a height greater than 60 inches to have exterior outriggers installed to increase the base width of the scaffold below a ratio of 4 to 1 in circumstances where an eccentric load such as a cantilevered work platform is applied or is transmitted to the scaffold.
- Not permit scaffold cross bracing as a sole substitute for guardrails. Cross bracing may be used for one of the guardrails, but not both.
- Require engineered end swing gates at all ladder or stair access points.
- Require engineered end guard rails on all outriggers.
- Not permit the outrigger extension to support the material where material is being landed on a scaffold unless it is deemed adequate by the manufacturer and a factor of safety of 4 is provided.
- Require all non-mobile scaffold frames to have base plates installed.
- Require all mobile scaffolds to have wheels locked when in use and stationary.
- Not permit nominal grade lumber as scaffold planking.
- Require all individuals who are in articulated boom lifts to wear a full body harness and to tie-off by a self-retracting lanyard to a manufacturer's approved anchorage point.
- Not permit employees to stand on guardrails.
- Require only approved anchorages for fall arrest anchorage points (5,000 lb. capacity).
- Require that mast climbing elevating work platforms that may be adjustable by manual or powered means, meet the requirements of ANSI/SIA Standard A92.9-1993, American National Standard for Mast - Climbing Work Platforms.

2.5.5. Hoists and Elevators

Temporary personnel elevators and material hoists shall be constructed, installed and maintained in compliance with the manufacturer's instructions and the provisions of applicable statutes and regulations of governing authorities. Subcontractors shall not use elevators or hoists for the movement of materials or personnel until a certified and licensed third-party inspector approves the equipment. No employees or other persons shall be permitted to ride on a material only hoist, except for the purposes of inspections and maintenance.

No man-baskets on a fork lift without safety team approval and manufacturers endorsement.

2.5.6. Aerial Work Platforms

All aerial work platforms to include boom lifts and scissor lifts shall have each occupant tied off with a body harness and self-retracting lanyard (SRL) to an approved anchorage point while the vehicle is in use. Scissor lifts are required to have manufacturer equipped anchor points.

Subcontractors shall develop and execute a daily inspection checklist that shall be included in the Site-Specific Safety Plan and made available upon request.

2.6. Fall Protection

The Subcontractor shall:

- Develop a Fall Protection Plan for **all work with a fall exposure at or greater than six (6') feet** where Personal Fall Arrest Systems (PFAS) or a guardrail system cannot completely mitigate fall hazards and provide a copy of the same to *The Albert M. Higley Co.* as an appendix to its Site-Specific Safety Plan **15 days prior to start of work**. "Controlled Access Zones," "Controlled Decking Zones" and "Safety Monitoring" are not permitted unless a written approval is obtained by *The Albert M. Higley Co.*'s safety team only after the competent person adequately demonstrates that it is not feasible to implement a Personal Fall Arrest System (PFAS) or guardrail fall protection. These requirements apply to steel erection as well as all other construction activities.

1926.503(b)(1)

The employer shall verify compliance with paragraph (a) of this section by preparing a written certification record. The written certification record shall contain the name or other identity of the employee trained, the date(s) of the training, and the signature of the person who conducted the training or the signature of the employer. If the employer relies on training conducted by another employer or completed prior to the effective date of this section, the certification record shall indicate the date the employer determined the prior training was adequate rather than the date of actual training.

- All employers who utilize Personal Fall Arrest Systems must generate a plan and have all necessary resources to implement a plan for prompt rescue of employees in the event of a fall in accordance with 1926.502(d)(20).

1926.502(d)(20)

The employer shall provide for prompt rescue of employees in the event of a fall or shall assure that employees are able to rescue themselves.

1926.502(k)(1)

The fall protection plan shall be prepared by a qualified person and developed specifically for the site where the leading-edge work, precast concrete work, or residential construction work is being performed and the plan must be maintained up to date.

- Require all of its employees to wear and use PFAS when working at or above six (6') feet from the ground/floor or whenever working in a precarious position, unless other adequate fall protections such as guardrails or safety nets are provided.
- Require that at any elevation below 18 ½ feet, only self-retracting lanyards shall be implemented with PFAS. If shock absorbing lanyards are used above 18 ½ feet, they are to be as short as possible, but in no event longer than six (6') feet. *The Albert M. Higley Co.* prohibits the use of any lanyards for fall arrest without a shock absorbing feature.
- Require all employees to wear Personal Fall Arrest System and attach to the manufacturer's approved anchorage when working in aerial lifts.
- Require fall protection when working from suspended scaffold.
- Fall Protection system components must be inspected prior to each use.

- Permit only one individual to use each vertical life line at a time.
- All body harnesses shall be outfitted with suspension straps and each employee must be trained on their use so that an employee is not subject to suspension trauma should they be a fall victim
- Snap hook to ANSI 359.12 360 lb. standards
<https://www.osha.gov/laws-regs/standardinterpretations/2010-09-30>
 - No Pelican Hooks are permitted
 - Any self-retracting lifeline used on or near a leading must be “LE (leading edge)” rated
 - Rope-grabs are not permitted on any AM Higley projects unless specifically authorized by a safety team member.
 - Rope Grabs are not permitted on any AM Higley projects unless specifically authorized by a safety team member
 - Inspection of fall protection system components prior to each use.
- All fall protection must restrict **free fall** from distances at or greater than 6’.
 - **Free fall** is defined as the vertical displacement of the fall arrest attachment point on the employee's body harness between onset of the fall and just before the system begins to apply force to arrest the fall. This distance excludes deceleration distance, and lifeline/lanyard elongation, but includes any deceleration device slide distance or self-retracting lifeline/lanyard extension before they operate and fall arrest forces occur.
- Require, when using wire rope as a guardrail providing fall protection, that all connections and splices be loop-type connection with a minimum of two (2) wire rope clamps.
 - Require installation of turnbuckles at suitable intervals to maintain the required tautness of the wire rope but in no instance less than one per side.
- All Horizontal lifelines are required to be a manufactured, “Off the Shelf” product or designed by a registered Professional Engineer and installed and maintained by a competent person. It shall be designed, installed and maintained to meet, at a minimum, the requirements of OSHA as contained in 29 CFR 1926.502.
- Eliminate the potential of a fall when working on a low slope, flat roof or deck with an unprotected side or edge six (6’) feet or more above a lower level. Any fall protection other than PFAS or guardrail systems must be incorporated into a fall protection plan and be preapproved by *The Albert M. Higley Co.*’s safety team prior to implementation.
- Require a positive means of fall protection if an employee is between a warning line and a fall hazard. *The Albert M. Higley Co.* does not permit warning tape as a warning line and does not accept a safety monitoring system as adequate fall protection.

- Require warning lines consisting of ropes, wires or chains, and supporting stanchions erected no less than six (6') feet from the unprotected leading edge for roofing operations and fifteen (15') feet for all other activities, and are only used when in conjunction with a safety net system or PFAS and incorporates the following:
 - The rope, wire, or chain shall be flagged at not more than 6-foot intervals with high-visibility material;
 - The rope, wire, or chain shall be rigged and supported in such a way that its lowest point (including sag) is no less than 34 inches from the walking/working surface and its highest point is no more than 39 inches from the walking/working surface;
 - After being erected, with the rope, wire, or chain attached, stanchions shall be capable of resisting, without tipping over, a force of at least 16 pounds applied horizontally against the stanchion, 30 inches above the walking/working surface, perpendicular to the warning line, and in the direction of the floor, roof, or platform edge;
 - The rope, wire, or chain shall have a minimum tensile strength of 500 pounds, and after being attached to the stanchions, shall be capable of supporting, without breaking, the loads applied to the stanchions as prescribed; and
 - The line shall attach at each stanchion in such a way that pulling on one section of the line between stanchions will not result in slack being taken up in adjacent sections before the stanchion tips over.
- All self-retracting lanyards or horizontal lifelines used on or near a leading edge must be ANSI Leading Edge (LE) rated

2.7. Emergency Medical Services

The Subcontractor shall:

- Prior to commencement of work make provisions for prompt medical attention in case of serious injury.
- Designate at a minimum one First Aid/CPR trained individual on the project and inform The Albert M. Higley Co. of their name in the Site-Specific Safety Plan/MAPP.
- Conspicuously post the telephone numbers and addresses of the physicians, hospital and other emergency services.
- Have adequate and accessible first aid supplies appropriate for the number of employees.
- Complete and provide to The Albert M. Higley Co. a notice of injury within 24 hours of any/all incidents involving work activities associated with the Project. The Albert M. Higley Co. requires subcontractors to maintain their own OSHA 300 Log in conformance with OSHA requirements.
- Provide for the prompt transportation of the injured person to a hospital or other emergency facility. A representative of the subcontractor shall drive the injured employee to the medical facility and remain at the facility until the employee is ready to return. If the employee is able to return to the project site the same day, he/she must return with a doctor's release form stating return date.

- Require a CISAP compliant substance abuse test for all injuries requiring medical attention at a medical facility. If this test is not possible prior to seeking medical attention, it shall be completed no later than 24 hours after the incident.
- Copy of the hospital report to include the prescribed medications, physical restrictions, follow up appointments and physician's recommendations and a Medco-14 form.
- Assure that each of its lower-tier sub-subcontractors meet these requirements.

2.8. Excavation

The Subcontractor shall:

- Designate a competent person trained in soil classification and the recognition of trenching and excavation hazards. This person must be on-site during excavating or trenching operations and at the excavation when water is present, or conditions are subject to change or as required by OSHA 1926 Subpart P.
- Name their competent person in the Site-Specific Safety Plan, as well as the depth of excavations or trenches, classifications of soil present and types of trench protective systems to be used on the project with specific detail.
- Complete an AMHigley Excavation Permit and gain the approval of the site superintendent prior to breaking ground
- All excavations activities require the competent person to fill out the excavation permit. Where a person will enter a trench, this requires the competent person to conduct a soil classification by two methods, and to complete the trench inspection checklist prior to worker entering and each time they reenter on a new day, or if there is water present, or there is high vibration in the area.
- Conduct an environmental assessment if there is any potential for a hazardous environment inside the excavation. Documented readings from a 4 or 5 gas tester shall be provided to the AM Higley superintendent prior to any persons entering the excavation.
- All excavations that come within 36" of an underground utility, shall have hydro vacuuming potholing to exactly identify the location of the buried utility prior to proceeding with powered equipment or machinery.
- When digging around sewers only, there shall be no digging with powered equipment or machinery within 36" of the utility. This distance may be decreased to 18" with onsite electronic sensor or probe, which determines location and depth.
- Maintain appropriate documentation to meet the OSHA trenching and excavation standards on site. Any time a person must descend into an excavation, a competent person must certify that no hazard exists and must document a trench inspection and proper mitigation of the hazards. The trench inspection shall at a minimum include the following information:
 - Name of the competent person, location of trench, date of inspection
 - Depth of trench
 - Soil Classification and what visual and manual methods were used to determine soil classification
 - Protective measures used to protect workers having to enter trench
 - Where protective systems as defined in 29 CFR 1926.650-652 are designed by a licensed Professional Engineer, shall provide the resulting design documents to The Albert M. Higley Co.'s safety team for review prior to the commencement of the work.

- Notify OUPS to determine potential underground installations; i.e. sewer, telephone, fuel, electric lines, etc., and where they are located at least 48 hours but no more than ten days prior to digging.
- Properly barricade all trenches and excavations to prevent persons from walking into them. If depth of an excavation presents a fall hazard, safeguard appropriately.
- Erect and maintain, for the duration that an excavation remains open, a barrier sufficient to protect people from falling into the excavation at a minimum of six (6') feet from the excavation.
- Direct its competent person to assess if a confined space hazard exists prior to any person entering the excavation. This includes but is not limited to toxic fumes caused by natural or manmade sources.
- 1926.651 (b) (3)
 - When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by safe and acceptable means.
- The responsibility of locating the underground utilities always falls on the excavation subcontractor.
- Physical location of the underground utility must include depth of the utility, along the run of the utility. No excavation may begin until the subcontractor conducting excavation first presents to the AM Higley superintendent the excavation plan and verification of physical locations including depths of all utilities.
- Depth determination may be accomplished through probing, potholing, or electronic monitoring, which provides depth.
- OUPS or private utility locator must mark all utilities prior to excavation, and the digging contractor must exactly identify the location prior to digging in the immediate vicinity.
- Operators shall have exposure monitoring and respirators if the vehicle is not equipped with 95% air filtration system.
- Periodic depth determination is required to validate that the utility depth is unchanged.

2.9. Eye and Face Protection

The Subcontractor shall:

- Require its employees to wear appropriate eye protection with side shields meeting the requirements of ANSI Z87 (most recent version) to protect the eyes while in construction areas at all times.
- Require its employees requiring prescription glasses to meet the requirements of ANSI Z87 (most recent version), or to use over-the-glass safety glasses or goggles.
- Require its employees to properly wear goggles, welding hoods, or face shields when in the area of operations, such as when cutting, welding, burning, grinding, chipping, chemical handling, corrosive liquids or molten materials, drilling, sawing, driving nails, power actuated tools, concrete pouring, tampers and gasoline fueled hand operated equipment (i.e. chain saws). This also applies to those employees of subcontractors who are assisting any worker as an apprentice or helper. Carpenters precision cuts may wear dust proof goggles instead of full face-shields.
- Require its employees to follow all manufacturers' specifications for PPE.

2.10. Impalement Hazard Protection

The Subcontractor Shall:

- The Subcontractor shall protect all impalement hazards, including but not limited to rebar, anchor bolts, steel formwork stakes/pins, all-thread, metal dowels etc.
- These impalement hazards may be protected with 2x4 troughs, rebar caps, orange cones, or whatever may safeguard a worker from falling onto these hazards.

2.11. Fire Protection

The Subcontractor shall:

- Complete hot work permits for all hot work onsite. Each area and type of hot work requires a separate permit.
- Be responsible for fire protection with appropriate type, size, and quantity of fire extinguishers throughout its work and operational areas, including offices, tool rooms, and storage areas twenty-four (24) hours per day, seven days per week through the duration of the Project.
- Provide, as required by OSHA and NFPA standards and the local fire protection code, appropriate fire suppression equipment.
- Require only safety containers approved by UL and the local Fire Marshall, and properly labeled as to their contents, for handling and/or storage of flammable liquids in quantities more than one gallon.
- Require that all tarpaulins and plastic used for temporary covers shall be of fire-resistant materials.
- Required a fire extinguisher of the following size and type for the following circumstances:
 - A fire extinguisher rated not less than 10B shall be provided within 50 feet of wherever more than 5 gallons of flammable or combustible liquids or 5 points of flammable gas are being used. This does not apply to integral tanks of motor vehicles
 - At least one portable fire extinguisher having a rating of not less than 20-ABC shall be located not less than 25 feet nor more than 75 feet from any flammable liquid storage or dispensing area located outside.
 - Coverage, no less than one 20lb ABC for every 3000sqft, every 100'
 - Not store more than 25 gallons of combustible liquid indoors that is outside of an approved cabinet meeting OSHA 1926.152(b)(2)(i) requirements.

2.12. Re-Fueling Stations

The Subcontractor Shall:

- Install Jersey Barriers on all sides of fuel tanks facing vehicular or equipment traffic.
- Place fuel tanks in a tub/catch basin that has the ability to contain $\frac{1}{2}$ the quantity as the container can contain unless the fuel tank is a double-walled container.
- Maintain an appropriate spill kit that is suitable for sustaining a spill dependent on the size of the tank/container as well as a mat or catch basin for under the fuel transfer location.
- Install and connect grounding rods to minimize the hazards associated with static electricity.

- Install and connect bonding cables between fuel container and the equipment/ container prior to the fuel transfer.
- Post conspicuous and legible signs prohibiting smoking near refueling operations.
- A minimum of 20-pound ABC Fire Extinguisher must be placed no less than 25' but no more than 75' from the tank.
- The tank may be located no closer than 20' to any building/structure to include mobile office trailers.

2.13. Hazardous Communication Program

The Subcontractor shall:

- Provide a spill kit for use on site in the event of a hazardous material spill.
- Be responsible for establishing, communicating and training a program that identifies all material hazards to employees in accordance with OSHA 1910.1200 and the Globally Harmonized System. The program shall:
 1. Require hazardous substances present in the workplace be properly identified and labeled.
 2. Require employees have access to information on the hazards of these substances.
 3. Require employees be provided with information on how to prevent injuries or illnesses due to exposure to these substances.
 4. Identify by job title who has the responsibility for maintaining the program, the Safety Data Sheets (SDS), conduct training, etc.

2.13.1. Safety Data Sheets (SDSs)

The Subcontractor shall:

- Be responsible for development and maintenance of a list of hazardous chemicals utilized within the project operations and will be further responsible for obtaining and maintaining SDSs for all such hazardous chemicals. Employees may access this information and the specific SDSs for chemicals utilized in their work areas.
- Shall deliver a copy of each SDS to *The Albert M. Higley Co.* prior to transporting that substance onto the project site.

2.13.2. Employee Information and Training

The subcontractor shall give all employees information regarding the requirements of the Hazard Communication Program; the hazardous chemicals present in their work place; and the physical and health risks of these chemicals. The Subcontractor may meet this requirement through orientation sessions for new employees and refreshers for all during toolbox safety training.

2.13.3. Container Labeling

The Subcontractor shall:

- Clearly label all chemical containers at the site. Labels must state the contents, the hazards involved, and the name and address of the manufacturer.
- Clearly label all secondary containers of chemicals with a Hazardous Materials Identification System (HMIS) or National Fire Protection Association (NFPA) label.
- Require the superintendent or safety coordinator to perform the above responsibilities for all their materials.

2.13.4. Audit and Review

The Subcontractor shall:

- Require the foreman/superintendent and safety coordinator to review the entire Hazard Communication Program, and to revise and update the material contained herein to reflect all changes in the purchase, use, storage, and handling of hazardous chemicals at the project.
- Require the superintendent and safety coordinator to audit its hazardous chemicals use procedures periodically to meet the requirements as set forth in the Hazardous Communication Program.

2.14. Housekeeping

The Subcontractor shall:

- Remove, on a daily basis, all debris and scrap material from the work area. Debris and other loose materials shall not be allowed to accumulate anywhere on the project.
- Notify *The Albert M. Higley Co.* of any hazardous waste it will generate during performance of its work.
- Assume direct responsibility of maintaining proper storage of wastes while on-site.
- Verify to *The Albert M. Higley Co.* in writing that the wastes have been disposed of in a legal manner by providing copies of waste disposal records.
- Not pour, bury, burn, nor in any way dispose of a chemical on the project.
- Store materials and supplies in locations, which will not block access-ways, and arranged to permit easy cleaning of the area.
- Shall provide a protective cover between the equipment and the floor surface of heavy gauge, flame resistant, oil proof sheeting in areas where equipment might drip oil or cause other damage to the floor surface, so that no oil or grease contacts the concrete. This requirement applies to both finished and unfinished floors.
- Locate, store, arrange and group all hoses, cables, extension cords, and similar materials so that they will not block any access-way and will permit easy cleaning and maintenance.
- **Shall NOT dry sweep any silica containing materials**

NOTE:

The Albert M. Higley Co. shall cause any housekeeping to take place and back-charge the Subcontractor if it fails to perform daily housekeeping. This notification serves as sufficient notification and no additional warning or notification is necessary prior to assessing the back-charge.

2.15. Electric

The Subcontractor shall:

- Perform all electrical work, installation and wire capabilities shall be in accordance with the pertinent provisions of the National Electrical Code (most current version), ANSI and OSHA Standards.
- When using permanent power, once established in new construction or in renovation work, use Ground Fault Circuit Interrupters in conjunction with the AEGC inspections.
- Make inaccessible all necessary open wiring to unauthorized employees or visitors and not be subject to damage. Open wiring is not acceptable for temporary lighting circuits.
- Encase lighting on barricades, fences, or sidewalk coverings in metal raceways.
- Install guards on temporary lighting to prevent accidental contact with the bulb except where the bulb is deeply recessed in the reflector.
- Not suspend temporary lights by the cord unless the fixture was specifically designed in that manner. Portable electric lighting used in moist or other hazardous locations such as drums, tanks, vessels, bunkers, etc., shall be operated at a maximum of 12 volts (non-explosive and intrinsically safe).
- Require covers and guards on all shop lighting and portable task lighting.
- Require extension cords used with portable tools must be of a heavy-duty 3-wire type. *The Albert M. Higley Co.* prohibits flat extension cords or damaged extension cords on the project site. Extension cords found without proper ground prong shall have the male ends cut.
- Not permit extension cords to be fastened with staples, hung from nails, or suspended by non-insulated wire.
- Require grounding or an approved double-insulated setup for all non-current carrying parts of electrical equipment. Grounded circuits must have enough capability to carry all predicted loads.
- Identify equipment and conductors that require de-energization and notify *The Albert M. Higley Co.* of the same. *The Albert M. Higley Co.* will arrange to de-energize the equipment under the Lockout and Tagging procedure/system.
- Require its employees to use the Lockout/Tagout procedure and strictly adhere to the use of this requirement.
- Require installation of covers on all temporary power panels at all times. All open or exposed breaker spaces shall be adequately covered and labeled.
- Require all electrical equipment and wiring in hazardous locations to conform to the National Electrical Code standards. The frames of all cutting, welding (arc, heli-arc, gas-plasma-arc) machines shall be grounded.

- Prohibit the use of fish tapes or lines made of metal or any other conductive medium. Nonconductive tapes and lines are required.
- Require grounding of all temporary wiring in accordance with the National Electrical Code (Articles 305 and 310). All wiring used for temporary lighting shall be in accordance with the most recent NEC.
- Immediately render inoperative all electrical tools and extension cords found to be defective (Examples: missing or broken ground pins, exposed internal conductors) by cutting off the plug end or by immediately removing the item from the project. AM Higley reserves the right to cut cords or confiscated any electrical equipment found non-compliant.
- Require electrical tie-ins only on de-energized (locked out and tagged out) systems. If existing conditions make this procedure impossible then a pre-task safety meeting with The Albert M. Higley Co. is required.
- Not permit welding leads to be used if damaged or the sheathing is damaged, cut, worn or any internal wiring is exposed. Daily pre-use inspection shall be conducted on all welding leads to ensure all leads are serviceable.
- Not permit the use of any extension cord or welding lead with repairs that are not in accordance with ANSI and other appropriate NEC regulations.
- Any laborer cutting through walls or studs must have a 'ticker' to test electrical circuits to see if they are de-energized.
- Ensure that all temporary power outlets, junction boxes, and panels must be secured with waterproof hardware when not in a dry area of a building.
- Temporary power connections in a junction box shall be covered, and there shall be no wire nuts exposed, even if over 8' in height. All connections must be water-proof if not in a dry area
- Electrical contractor is required to be on site during all demo operations, even at night.

2.16. Lock Out Tag Out

The Subcontractor shall:

- Adhere and strictly follow either the Project Lockout and Tagout requirements, or the Subcontractor's own requirements, whichever is the most stringent.
- Not permit employees to work on any energized circuit. All circuit disconnects must be locked in the open position or otherwise appropriately identified with affixed tags stating "DANGER - DO NOT ENERGIZE" or other equivalent wording prior to working on the system or equipment.
- Have a written plan in the 3SP any time working on an energized system.

2.16.1. Lockout Devices

The Subcontractor shall:

- Require only use of individually keyed padlocks.
- Paint padlocks are per the craft color code for easier detection and craft identification.

- Require a lockout device of the standard scissor type that will allow the placing of more than one padlock, when more than one individual is working on a circuit or mechanical process.
- Require employees to use a piece of chain or cable to complete a lockout on some valves or controls when necessary.

2.16.2. Danger Tags

“Danger Tags” are not “Danger Signs”. The Subcontractor shall:

- Not use “Danger Tags” where a sign is necessary. Use of the tag is primarily for padlocks, tools, equipment, vehicles. Etc.
- Shall use only two standardized Danger Tags on this project -- they are:
- "DANGER - DO NOT USE": This tag must be attached to each padlock on a lockout.
- "UNSAFE - DO NOT USE": This tag may be attached to each padlock but is not required.

2.16.3. Danger Tags Procedure

The Electrical Subcontractor shall be the check, log, and tag systems consisting of electrical components. The Electrical Subcontractor will be the first lock on, and the last lock off. Where placing of lock is not feasible, the Electrical Subcontractor shall disconnect the circuit conductor, the breaker and Tagout that circuit.

The Subcontractor shall:

- Attach a "Danger Tag" to designate the lockout of a device, valve, switch, or piece of equipment.
- Not operate a device, valve, switch or piece of equipment with a "Danger Tag" and/or lockout attached regardless of circumstances.
- Require the panel cover must be of the type that will cover all breakers when it is closed and must be equipped with a hasp to secure a lock to prevent employees from opening the panel door. If the panel cover is of a type that is not possible to lock in the closed position, the Subcontractor shall secure a cover over the panel cover, lock, and tagout the panel whenever work is taking place on any of its circuits.
- If the above is not possible, require tagout of each circuit as prescribed with an electrician standing by the panel board to prevent breakers from being tampering. This physical presence must continue daily until the work is complete.
- Require signatures and dates on all "Danger Tags" indicate the intended work and specific equipment.
- If employees of more than one craft or crew are to work on a system, circuit, machinery, or component, require the supervisor from that craft shall place his

individual lock and tag; and verify that the system, circuit, machinery or component being tagged, is indeed the system that is to be worked on.

- Require that only the person that placed the lock and tag shall remove it unless the Subcontractor receives special authorization from the Project Superintendent.
- Require color-coded padlocks for identification by craft for lockout purposes, i.e. valves, switches, electrical components, etc.; be responsible for assuring all padlocks are personally identified, that will be used for lock and tag purposes; and maintain a padlock sign in/out log. The Subcontractor of each craft discipline is responsible for ordering its own craft padlock. The Subcontractor shall provide a master key.
- Any employee(s) or person(s) found to have removed another's lock and/or tag will be subject to disciplinary action up to and including dismissal from the project site.

2.17. Masonry

In addition to the requirements contained in OSHA 1926 Subpart Q and D, the following is required. The Masonry Subcontractor shall:

- Appoint an individual who meets the OSHA definition of a Competent Person and identify this person in the Site-Specific Safety Plan.
- Review prior to start work each shift the Job Hazard Analysis for that day's tasks.
- Require that its competent person shall approve all changes in the Job Hazard Analysis.
- Maintain a copy of the Job Hazard Analysis at the project site showing all approved changes and provide a copy to *The Albert M. Higley Co.*
- Require that each employee working on the masonry project review the Job Hazard Analysis each day prior to starting work.
- Require that all grinders, drills, jackhammers and saws must utilize dustless shrouds with vacuums with HEPA filters as required in OSHA 1926 Subpart D or wet cutting methods.
- Require respiratory protection on all employees engaged in cutting, grinding, drilling, jack hammering, dressing or other abrasive applications to Portland cement creating dust that is not fully contained by a vacuum system or wet cutting. Unless air samples prove otherwise, this protection shall be no less than a half face respirator.
- Provide protections to prevent tools and material from striking any person below the work/storage level.
- Require all workers engaging in or working near mortar to wear half face respirators at a minimum. These employees shall meet all OSHA respiratory protection program regulation requirements. The only exception is if subcontractor has air sample test results, and results detail processes by which PEL or action level is not reached which would otherwise warrant respiratory protection.
- Require use of a tag line to control all loads.
- Prohibit all personnel from walking underneath the areas where loads are being hoisted.
- Prohibit all personnel from riding with a load being hoisted under any circumstances.
- The Subcontractor shall protect all impalement hazards, including but not limited to rebar, steel stakes, all thread, metal dowels, etc.

2.17.1. Masonry Wall Bracing

The Masonry Subcontractor shall:

- Provide a design, prepared by a Professional Engineer, meeting the requirements of OSHA 1926.706 {b) and the Standard Practice for Bracing Masonry Walls under Construction as developed by the Council for Masonry Wall Bracing.
- Not permit any persons within the limited access zone of an un-braced or braced wall subjected to winds of more than 35 mph (20 mph if during the initial period of construction).
- Place a "DANGER" sign on every unsupported masonry wall that is more than six (6') feet in height, whether braced or un-braced and 50 feet or less in length. The Masonry Subcontractor shall place signs at each end of the wall and at intervals of not more than 100 feet along each side of the wall. The sign shall contain the words "DANGER" and "THIS UNSUPPORTED WALL IS UNSTABLE IN WINDY CONDITIONS".

2.17.2. Masonry Fall Protection

The Masonry Subcontractor shall:

- Require and provide fall protection equipment for all employees engaged in masonry work, including overhand brick/block laying or any other activity that exposes them to a fall of six (6') feet or greater. This protection shall be either a personal fall arrest system consisting of a full-body harness, self-retracting lanyards, shock-absorbing lanyard (if fall distance is over 18 ½ feet) and anchorage, a safety net or a guardrail, "Controlled Access Zones" are not permitted.
- Rigorously enforce fall protection requirements with any violation resulting in removal from the project. See Safety Violation Policy and Notification form in Appendix B.
- Fall protection system components must be inspected prior to each use.
- Not permit body belts as part of a fall restraint system. Only full body harnesses are acceptable as part of a personal fall arrest system.
- Provide fall protection while erecting and dismantling scaffolding unless written approval is obtained from *The Albert M. Higley Co.* only after demonstration by the competent person of a greater hazard by requiring fall protection.
- Identify to *The Albert M. Higley Co.* in the Site-Specific Safety Plan the name of the subcontractor's competent person.
- Require its Competent Person to prepare an erection plan and reviewed the same with *The Albert M. Higley Co.* Project Superintendent prior to start of work.
- Require the competent person to be present and supervising all erection and dismantling of scaffolding. All employees conducting erecting and dismantling shall be protected with fall protection unless AM Higley safety professional agrees with

the competent person's demonstration and puts in writing that PFAS causes a greater hazard.

2.17.3. Perimeter Protection

The Masonry Subcontractor shall:

- Construct a guardrail system in accordance with OSHA 1926.502, or provide alternative fall protection consisting of safety nets or personal fall arrest equipment on all work platforms at or over six (6') feet. Any other protection must be incorporated into a fall protection plan which shall be submitted for approval by *The Albert M. Higley Co.* in the Site-Specific Safety Plan.

2.18. Motor Vehicles and Equipment

The Subcontractor shall:

- Complete inspections at 30-day intervals documenting results and making them accessible at the project site. The Subcontractor shall make copies available to *The Albert M. Higley Co.* upon request.
- Inspect and document all equipment daily before use by its operator.
- Immediately repair or remove from service all defective motor vehicles and equipment.
- Require all operators to wear seatbelts on equipment as directed by the manufacture's specifications.
- Designate a competent person to certify that all operators of its construction equipment are properly licensed. The Subcontractor shall maintain copies of the certifications at the project and make copies available to *The Albert M. Higley Co.* upon request.
- Require that vehicles used to transport employees shall have seats firmly secured, have seatbelts, and are adequate for the number of employees and passengers specified by the vehicle manufacturer. *The Albert M. Higley Co.* prohibits any person from standing/kneeling/sitting on the back of moving vehicles.
- Review with *The Albert M. Higley Co.* locations for the storage of all fuels, lubricants, starting fluids, etc. prior to use and to assure that these locations conform to the requirements of the NFPA as well as the local Fire Marshal and all SDSs are present.
- Provide equipment diapers to protect from environmental spills, when required.
- Require drivers of motor vehicles to have a valid state driver's license (CDL when applicable) and instruct them to exercise judgment as well as observe posted speed limits.
- Use properly trained and equipped flag persons whenever construction traffic accesses or exits from public roads as well as when construction traffic and deliveries interfere with the planned flow of traffic on public roads.
- Prohibit any operator from leaving the door and/or ignition key on or near any piece of equipment. To discourage theft or vandalism, all keys shall be secured by individuals personally or in a key box in a locked work trailer.
- Require all equipment subject to theft to be secured by locking mechanisms or to a secure fixture so as not to be subject to theft.

2.19. Respiratory Protection

When employees may potentially be subjected to breathing air contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors, the Subcontractor shall:

- Require the creation, communication and training of a respiratory protection program in accordance with OSHA 1910.134 to address hazards leading to occupational diseases caused by breathing air contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors, the primary objective shall be to prevent atmospheric contamination.
- Accomplish this as far as feasible by accepted engineering control measures (for example, enclosure or confinement of the operation, general and local ventilation, and substitution of less toxic materials). When effective engineering controls are not feasible, or while they are being instituted, appropriate respirators shall be used.
- Prevent atmospheric contamination.
- Provide respirators to each employee when such equipment is necessary to protect the health of such employee. The employer shall provide the respirators which are applicable and suitable for the purpose intended. The employer shall be responsible for the establishment and maintenance of a respiratory protection program, which shall include the requirements outlined in paragraph (c) 1910.134. The program shall cover each employee required by this section to use a respirator.
- All employees required to wear respiratory protection must have documented fit tests, medical clearances and training, prior to use in the field.
- Air Hogs are required to eliminate or minimize dust affecting other trades even if workers performing work are in compliance with Table 1 of the silica standard.
- AM Higley reserves the right to place air pumps for exposure assessments on any employee or equipment on an AM Higley project to monitor Crystalline Silica levels.
- Operators shall have exposure monitoring and respirators if the vehicle is not equipped with a 95% air filtration system
- Site contractors / dirt moving equipment Table 1, Item 17 & 18
- Employers must follow guidelines of 1926.1153, Table 1 specifically, or have representative data to support tasks and respiratory protection plan.
- Strictly comply with all facets of OSHA 1926.1153(a)
Scope and application. This section applies to all occupational exposures to respirable crystalline silica in construction work, except where employee exposure will remain below 25 micrograms per cubic meter of air (25 µg/m³) as an 8-hour time-weighted average (TWA) under any foreseeable conditions.

2.20. Protection of the Public

2.20.1. Access to the Site

The Subcontractor shall:

- Take such necessary action as is needed to protect and maintain public use of sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, exits and vehicular roadways.
- Protect the public with appropriate sidewalk sheds, canopies, catch platforms, fences, guardrails, barricades, shields, and adequate visibility as required by laws and regulations of governing authorities. Such protection shall guard against flying materials, falling or moving materials and equipment, hot or poisonous materials, flammable or toxic liquids and gases, open flames, energized electric circuits, snow/ice buildup or other harmful exposures. Guardrails shall be made of rigid materials complying with the requirements for standard guardrails as defined by OSHA and the Project Safety Plan.
- Provide temporary sidewalks, ramps or stairs with guardrails on both sides whenever the work obstructs permanent sidewalks, ramps or stairs. *The Albert M. Higley Co.* may authorize barricades, secured against accidental displacement, meeting the requirements of local authorities, where fences, sheds, walkways and/or guardrails are impractical.
- Require a watchman placed at each opening to the jobsite when any barricade, fence, shed, walkway, or guardrail is removed for the purpose of work.
- Conspicuously post appropriate warnings, signs and instructional safety signs where necessary.
- Require a signalman to control the moving of motorized equipment in areas where the potential for interactions with the public is possible.
- Require from dusk to dawn the use of warning lights, including lanterns and electric lights, meeting the requirements of governing authorities along guardrails, barricades, temporary sidewalks and at every obstruction to the public.

The Albert M. Higley Co. limits access to the site to the entrance designated for construction traffic as indicated on the site plans issued with the construction documents. At no time are Subcontractor personnel or vehicles to obstruct traffic on public streets.

2.20.2. Authorized Visitors

The Albert M. Higley Co. requires all visitors to register upon arrival. Subcontractors shall regulate their visitors accordingly.

2.20.3. Parking

Parking shall be in designated areas only. Fire hydrants and all designated fire lanes shall remain clear at all times for the use of emergency vehicles. *The Albert M. Higley Co.* reserves the right to have unauthorized vehicles removed. In this event, all towing charges are the responsibility of the vehicle Owner.

2.21. Steel Erection

2.21.1. Erection Plan

The Steel Erector Subcontractor shall:

- Follow all requirements in section 2.6: Fall Protection, of this place as well as the additional requirements listed below.
- Require fall protection be provided to **all** employees working at or above six (6') feet while on this project regardless of the Subpart R limitations of 15' and 30'.
- Not allow any controlled access zones.
- Appoint a Competent Person as defined in OSHA 1926.751 and identify this person in the Site- Specific Safety Plan. This person shall have training and experience in both steel erection and fall protection to serve as subcontractor's onsite expert.
- Require its Competent Person to prepare a site-specific erection plan which shall be included in the Site-Specific Safety Plan and reviewed with *The Albert M. Higley Co.* Project Superintendent prior to start of work. Refer to OSHA 1926, Subpart R, Appendix A for a sample site specific erection plan.
- Require its Competent Person to approve all changes in the site-specific erection plan. The Steel Erection Subcontractor shall maintain a copy of the erection plan at the project site showing all approved changes and provide each updated copy to *The Albert M. Higley Co.*
- Require implementation of the erection plan under the supervision of the Competent Person.
- Maintain a safe means of access to the level under construction. The Albert M. Higley Co. prohibits climbing and sliding on columns or diagonals.
- Provide a means to prevent accidental displacement of a falling hazard when bolts, driftpins, or rivet heads are removed. Must post a person or rope off area below.
- Secure tools, materials, debris or other items used during the steel erection process in such a manner as to prevent their falling.
- Analyze during shop drawing preparation how to incorporate fabricated pieces and attach safety lines or devices prior to erection wherever possible.
- Require the use of a tag line to control all loads.
- Provide for the protection of other crafts on the project, by posting signs in the erection area reading "Danger – Work Overhead"
- Prevent all persons from walking under the area where loads are being hoisted.
- Prohibit person from riding a load under any circumstances.
- Not hoist material to a structure unless it is ready to be put into place and secured.
- Secure bundles of metal decking or small material to prevent their falling out from the rigging.

2.21.2. Steel Erection Fall Protection

The Steel Erector Subcontractor shall:

- Require fall protection provisions, such as lifeline attachments, dynamic fall restraints and other such devices at six (6') feet or above.
- Prohibit the use of six (6') foot lanyards below a height of eighteen and a half (18 ½') feet.
- All fall protection must restrict **free fall** from distances at or greater than 6'.

Free fall is defined as the vertical displacement of the fall arrest attachment point on the employee's body harness between onset of the fall and just before the system begins to apply force to arrest the fall. This distance excludes deceleration distance, and lifeline/lanyard elongation, but includes any deceleration device slide distance or self-retracting lifeline/lanyard extension before they operate and fall arrest forces occur.

- Provide fall protection and require all workers engaged in steel erection activities to utilize fall protection including connecting, bolting-up, detailing, decking, welding or any other activity that exposes them to a fall of six (6') feet or greater. This fall protection shall be either a personal fall arrest system consisting of a full-body harness, retractable lifeline, shock-absorbing lanyards, and anchorage, a safety net or a guardrail.
- "Controlled Access Zones," Controlled Decking Zones" and "Safety Monitoring" are not permitted unless a written approval is obtained by *The Albert M. Higley Co.*'s safety team only after the competent person adequately demonstrates that it is not feasible to implement a Personal Fall Arrest System (PFAS) or guardrail fall protection.
- The *Albert M. Higley Co.* does not accept metal deck as a valid form of fall protection.
- ALL workers on bare beams must use an engineered or a purchased horizontal lifeline or use double self-retracting lanyards and two beam clamps to properly maintain 100% fall protection while erecting and traveling on beams. This must also be done when entering and exiting an aerial work platform.
- Prohibit use of body belts as part of a fall restraint system. Only full body harnesses are acceptable.
- Unload trucks without exposing workers to a fall of 6' or greater.
- Rigorously enforce fall protection requirements during steel erection with any observed violation cause for removal from the project. See Safety Violation Policy and Safety Violation Notification Form at Appendix B.

2.21.3. Perimeter Protection

The Steel Erector Subcontractor shall:

- Provide a guardrail system of a minimum of two (2) 1/4-inch diameter new wire rope cables erected at approximately 42 (plus or minus 3)-inches from the floor deck and at the intermediate point immediately following the erection of connected beams and columns to achieve adequate strength. All sequence breaks require a two (2)-cable assembly.

- Require that all connections include a minimum of two wire rope clamps. Require use of a minimum of two (2) wire rope clips at all connections. All connections shall be loop-to-loop style. Guardrails are not acceptable as a horizontal lifeline as part of a personal fall arrest system unless designed and drawings stamped by a Registered Professional Engineer and installed under the supervision of the steel erector's competent person.
- All wire clamps shall be in compliance with ANSI standards to have manufacturer's name and size stamped on the clamp
- Require installation of turnbuckles at suitable intervals to maintain the tightness of the wire rope but in no instance less than one per length of cable.
- Retain full fall protection at or above six (6') feet.
- Not use "Controlled Decking/access Zones" or "Safety-monitor systems".

2.22. Welding, Cutting and Burning

2.22.1. Electric Arc Welding

The Welding Subcontractor shall:

- Require and provide a suitable, approved fire extinguisher to be ready for instant use in any location where welding or cutting is to take place.
- Require and provide screens, shields, barricaded areas or other personal protection equipment and safeguards to protect men and materials, below or otherwise exposed to sparks, slag, falling objects, or the direct rays of the arc.
- Require a dedicated fire watch present at all welding operations and remain for at least 30 minutes after the hot work completes.
- Require welders to wear approved eye and head protection. Individuals assisting the welder shall also wear protective glasses, head protection and protective clothing. Adequate exhaust ventilation shall be maintained at all welding and cutting work areas.
- Require that all electric welding equipment, including cables, shall meet the requirements of the National Electric Code. All arc welding and cutting cables shall be of the completely insulated flexible type, capable of handling the maximum current requirements of the work. Cables in need of repair are not acceptable for use on the project site.
- Require the ground of the frames of all arc welding and cutting machines through a third wire either in the cable connecting the circuit connector or through a separate wire which is grounded at the source of the current.
- Require inspections of all ground connections to ensure that they are mechanically strong and electrically adequate for the required current.
- Not permit welding leads to be used if damaged or the sheathing is damaged, cut, worn or any internal wiring is exposed. Daily pre-use inspection shall be conducted on all welding leads to ensure all leads are serviceable.

2.22.2. Cutting and Burning

The Welding Subcontractor shall:

- Inspect at the beginning of each work shift, all hoses used for carrying acetylene, oxygen or other fuel gas shall. The Subcontractor shall immediately remove defective hoses from service.
- Require that its employees use oxygen cylinders and fittings away from areas covered with oil and grease. *The Albert M. Higley Co.* prohibits the use of oxygen directed at oily surfaces, greasy clothes or hands.
- Require that its employees keep regulators, gauges, backflow check valves, and torches in proper working order. Flash arrestors are required on the oxygen and acetylene hoses, at the regulators.
- Require, at the end of each work day or when work is suspended for a substantial period of time, that compressed gas cylinder valves are closed, regulators removed, capped and secured in a vertical position.
- To require that cylinders containing oxygen or acetylene, or other fuel gas are not taken into confined spaces.
- To store cylinders containing oxygen or acetylene or other fuel gas shall in approved areas that *The Albert M. Higley Co.* designates, outside the structure.

2.23 Demolition Operations

The foreman directing any demo operations or supporting work to demolition operations shall secure the demo plan from the AMH superintendent and comply with the plan.

Some guidelines to successful demolition operations that shall be followed are:

- Top Down, Bay to Bay with no operations over open bays
- Laborer cutting through walls/studs must have a 'ticker' to test electrical circuits to see if they are de-energized
- When silica dust producing activities are conducted with other trades in the affected area, Air Hogs are required to eliminate or minimize dust affecting other trades even if workers performing work are in compliance with table 1 of the silica standard
- Electrical contractor is required to be on site during all demo operations, even at night

2.24 Crystalline Silica

Some portions of this section are duplicated in other sections where appropriate.

The Subcontractor shall:

- Strictly comply with all facets of OSHA 1926.1153
- Scope and application. This section applies to all occupational exposures to respirable crystalline silica in construction work, except where employee exposure will remain

below 25 micrograms per cubic meter of air (25 µg/m³) as an 8-hour time-weighted average (TWA) under any foreseeable conditions.

- Air Hogs are required to eliminate or minimize dust affecting other trades even if workers performing work are in compliance with Table 1 of the silica standard.
- Shall NOT dry sweep any silica containing materials
- AM Higley reserves the right to place air pumps for exposure assessments on any employee or equipment on an AM Higley project
- Employers must follow guidelines of 1926.1153 specifically, or have representative exposure assessment data to support:
 - Tasks conducted not in accordance with Table 1 or
 - Tasks that are not on Table 1 or
 - Workers exposed to visible silica dust without respiratory protection
- Complete the Exposure Control Plan and include a plan covering your silica dust generating tasks.
 - A template is found at: plan.silica-safe.org
 - NOTE: The new OSHA regulation requires a significant amount of air sampling data.
 - Plan for some expense for air sampling, respiratory physical evaluations, and outfitting all employees with respirators for any silica generating tasks.
- Subcontractors who may potentially generate crystalline silica dust, or have workers exposed to the hazard also must generate this exposure control plan for their specific scope of work. This plan shall be incorporated into each subcontractor's 3SP.
- Subcontractors must regularly update this exposure control plan so that it accurately reflects the jobsite silica hazards and effectively addresses all mitigation efforts.
- Subcontractors must perform area exposure assessments, if their work is exposing or has the potential to expose silica dust to others or pedestrians nearby.
- Special attention shall be paid to contractors moving material(s) that may generate silica dust
 - Dewatering of the site and or silica producing materials during dry periods shall be included in all bids
 - Equipment shall be equipped with 95% filtering HVAC systems or else exposure assessment and respiratory protection shall be incorporated IAW
- For measures implemented that include an enclosed cab or booth, ensure that the enclosed cab or booth:
 - Is maintained as free as practicable from settled dust;
 - Has door seals and closing mechanisms that work properly;
 - Has gaskets and seals that are in good condition and working properly;
 - Is under positive pressure maintained through continuous delivery of fresh air;
 - Has air intake that is filtered through a filter that is 95% efficient in the 0.3-10.0 µm range (e.g., MERV-16 or better); and
 - Has heating and cooling capabilities

THE CONSTRUCTION INDUSTRY SUBSTANCE ABUSE PROGRAM (CISAP)

As Prepared By:

The Construction Industry Substance Abuse Program (CISAP) Committee

“The purpose of the substance abuse program is to establish and maintain a drug free, alcohol free, safe, healthy work environment for all of its employees.”

Last Revised:

February 1, 2016

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I. POLICY STATEMENT

The Parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. ***"Unions & Contractors Associations"*** have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol free, safe healthy work environment for all of its employees. All tests are for the sole purpose of drug and alcohol screening and cannot be used for any other screening or identifying medical information about the employee.

II. DEFINITIONS

- A) Accident/Incident –For the purpose of the CISAP policy, an accident/incident is considered to be an unplanned or unintended event that occurs on company property, during the conduct of company's business, or during scheduled work hours, or which involves company supplied motor vehicles that are used in conducting business, or is within the scope of employment, and which results in any of the seven (7) situations:
- 1) A fatality of anyone involved in the accident/incident;
 - 2) Bodily injury to the employee and/or another person that requires off-site medical attention away from the company's designated place of employment/worksites;
 - 3) Any accident/incident in which the driver is cited and there is disabling damage to the vehicle(s) requiring tow-away;
 - 4) Any accident/incident in which the driver is cited and off-site medical attention is required;
 - 5) Vehicular damage in apparent excess of \$1000.00;
 - 6) Non-vehicular damage to any company property (i.e. – tools, materials, etc.) in apparent excess of \$750.00;
 - 7) Any event resulting, or could have resulted, in injury to a person or property to which an employee, or contractor/contractor's employees, contributed as a direct or indirect cause.
- B) Adulterated or Substituted Specimen – A urine screening, which has been substituted or tampered with to cover the true results. This will be considered a positive test.
- C) Collection Facility/Site – Approved location where participants can provide a specimen for testing.

- D) Company Premises – The term “Company Premises” as used in this policy includes all property, facilities, land, building, structures, automobiles, trucks and other vehicles owned, leased or used by the company. Construction job sites for which the company has responsibility are included.
- E) Computer Generated Selection Testing (CGST) – Third party administrator will randomly select participants to be tested through a computer generated selection process.
- F) CGST Testing Pool – All participating members (labor and management) will be subject to CGST selection.
- G) Construction Industry Substance Abuse Program (CISAP) – This policy in its entirety.
- H) Designated Representatives (DR's) - Are contact persons appointed by companies and unions to work directly with the program's Third Party Administrator (TPA). A company's DR and union's DR are to work together for the successful management of the program. All DR's are to keep privileged substance abuse information confidential.
- I) Dilute Specimen - A dilute specimen with a valid, negative laboratory result shall be treated as a negative program test. A dilute specimen with a MRO confirmed positive laboratory result, shall be treated as a positive program test. Recollection of a dilute specimen shall be deemed necessary only when the creatinine concentration of the original specimen is equal to or greater than 2mg/dl but less than or equal to 5mg/dl.
- J) Drug Paraphernalia - Equipment, products and materials of any kind which are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing or concealing, or ingesting, inhaling or otherwise introducing into the human body, any controlled substance.
- K) Eligible - Database system status referring to an employee who is validated as a participant in the Construction Industry Substance Abuse Program.
- L) Employee – Individuals, who perform work for (Company Name), including, but not limited to, management, supervision, engineering, craft workers and clerical personnel.
- M) Employee Assistance Program / Member Assistance Program (EAP/MAP) An EAP/MAP is intended to prevent or address substance abuse problems and may assist employees/union members and their eligible family members with interpersonal conflicts, family problems, workplace crises, eldercare stresses, psychological problems and financial management. The EAP/MAP is able to provide voluntary and confidential counseling services.

- N) Gas Chromatography/Mass Spectrometry (GC/MS) – A state-of-the-art test used to confirm the presence and amount of an identified drug/metabolite in a urine specimen.
- O) Inactive Status - A CISAP participant can request an inactive status when leaving the area or employment with a CISAP contractor. Inactive Status requires confirmation from a union Designated Representative or a CISAP Contractor Designated Representative.
- P) Incident – An event, which has all the attributes of an accident, except that no harm was caused to person or property.
- Q) Ineligible - Database system status referring to an employee who is not validated as a participant in the Construction Industry Substance Abuse Program. (An ineligible employee should contact the third party administrator or his or her Designated Representative.)
- R) Intoxicant – A substance that alters a person's mental and/or physical acuity.
- S) Medical Review Officer (MRO) – A licensed physician, qualified by either AAMRO or MROCF, who is responsible for receiving laboratory results and determining if there is a medical explanation for the presence of drugs/metabolites in the donor's urine. This physician must have knowledge of substance use disorders and appropriate medical training to interpret an individual's confirmed positive test result, together with his/her medical history and any other relevant medical information.
- T) Negative Drug Test – A test acceptable for employment.
- U) Positive Drug Test – A test, which exceeds the cut-off limits, within the established guidelines as defined under definition EE. Or a test that has been tampered with in any way (adulterated specimen). Medicines prescribed or purchased in a foreign country may cause a positive drug test.
- V) Prohibited Substances – Prohibited substances include illegal drugs (including controlled substances, look-alike drugs and designer drugs), and alcoholic beverages in the possession of or being used by an employee on the job.
- W) Reasonable Cause – When a trained supervisor has reason to believe that an employee has reported to work under the influence of alcohol, or an illegal/controlled substance.
- X) Re-analysis – A challenge of a positive drug test can be requested by the employee who is responsible for payment. A split sample of the original test can be examined by a SAMHSA certified laboratory of the employee's choice. If the re-analysis reverses the result, the program will absorb the cost and the employee will be reimbursed all costs.

associated with reanalysis. There is no appeal procedure for alcohol collected by a Breath Alcohol test.

- Y) Return-to-Duty Test – Testing required to reinstate eligibility in the program after a positive test. The Return-to-Duty Test is taken at the expense of the employee.

- Z) Split Specimen – Specimen taken at the collection site will be separated into two samples. Both samples will be appropriately marked with the employee's identification.

- AA) Substance Abuse Professional (SAP) – A qualified professional includes: licensed physicians, licensed/certified psychologists, social workers, employee assistance professionals and certified addiction counselors with knowledge of and clinical experience in the diagnosis and treatment of alcohol/drug-related disorders.

- BB) Synthetic / Designer Drugs - Synthetic substances that mimic legal or illegal drugs that are made in laboratories where the molecular structure is altered to create a drug that may or may not be specifically banned by law. These can cause seizures, hallucinations and death. Many states have banned the sale, use or possession of these substances, but the legality is not the determining factor

- CC) Third Party Administrator (TPA) - An independent entity that administers the CISAP's collections, analysis, reporting, maintenance of records and all confidential information for each participating group. The TPA is pre-qualified and determined by each union and its corresponding Contractor's Association.

DD) Under the Influence of a Prohibited Substance – “Under the influence of a prohibited substance” as used by this policy, means the following:

- 1) Alcohol – Blood or Breath alcohol level of .04 or as determined by the owner.
- 2) Other Prohibited Specimen – Positive results based on the following thresholds for urine split sample testing

*NOTES

- Medicines purchased in a foreign country may cause a positive drug test.
- This program recognizes some state laws permit the use of marijuana either for medical or recreational purposes. However, the Federal Government continues to classify Marijuana as a Schedule 1 Controlled Substance, thereby making it illegal to use for any purpose under federal law. Therefore, any marijuana use is strictly prohibited under the terms of this program.

a)	<u>Marijuana (Incl. Medical)</u>	50 ng/ml initial screen and 15 ng/ml confirmatory test
b)	<u>Cocaine (Metabolite)-</u>	150 ng/ml initial screen and 100 ng/ml confirmatory test
c)	<u>Opiates</u>	300 ng/ml initial screen and 300 ng/ml confirmatory test
	<u>6-Acetylmorphine</u>	10 ng/ml initial screen and 10 ng/ml confirmatory test
d)	<u>Phencyclidine</u>	25 ng/ml initial screen and 25 ng/ml confirmatory test
e)	<u>Amphetamines</u>	500 ng/ml initial screen and 250 ng/ml confirmatory test
	<u>Ecstasy</u>	500 ng/ml initial screen and 250 ng/ml confirmatory test
f)	<u>Barbiturates</u>	300 ng/ml initial screen and 200 ng/ml confirmatory test
g)	<u>Benzodiazepines</u>	300 ng/ml initial screen and 300 ng/ml confirmatory test
h)	<u>Methadone</u>	300 ng/ml initial screen and 300 ng/ml confirmatory test
i)	<u>Propoxyphene</u>	300 ng/ml initial screen and 300 ng/ml confirmatory test
j)	<u>Oxycodone</u>	100 ng/ml initial screen and 100 ng/ml confirmatory test

- k) Levels for other prohibited substances shall be according to accepted scientific standards.

EE) Initial Test vs. Confirmation Test -

There are two types of urine drug tests: an initial screening and a confirmatory test. The initial test uses an immunoassay to look for the parent drug and/or metabolite. The confirmatory urine drug test is done by gas chromatography/mass spectrometry (GC/MS); this test is highly specific and is typically used when testing for the presence of a specific drug is needed.

- 1) Initial test: an immunoassay screen to eliminate “negative” urine specimens from further consideration.
- 2) Confirmatory Test: a second analytical procedure to identify the presence of a specific drug which is independent of the initial drug test and which uses a different technique and chemical principle in order to ensure reliability and accuracy.

FF) Voluntary Drug/Alcohol Test-

The parties to this policy and program agree that under certain circumstances, the employer will find it necessary to conduct drug and alcohol testing. Program testing will be administered by a pre-qualified TPA determined by each union and its corresponding Contractor’s Association. Records of such tests shall be maintained by the Third Party Administrator. For all participants covered by the appropriate collective bargaining agreement, all costs for collection, analysis, reporting, maintenance of records, and notifications shall be borne by Union / Contractor’s Associations unless otherwise noted in this program. Securing the drug screen test shall be the applicant’s responsibility and shall be performed on his/her time. The primary testing methodology for the CISAP is urinalysis, alternative collection methods can be utilized on a case by case basis. The frequency of program testing may be increased based on requirements legitimately mandated by owners.

III. PROGRAM TEST TYPES

Testing may be initiated under the following circumstances. A refusal to test is considered a positive test and the individual will be subject to corrective actions. An additional drug and/or alcohol test(s) outside of the policy requirements may be administered at the cost of the owner. Each participant will be required to sign a consent and a chain of custody form, assuring proper documentation and accuracy.

A) Initial Test

An initial/pre-employment test is required to participate in the program.

B) Annual Test

In order to remain eligible, the participant must resubmit before his/her test expires. Negative tests are valid one year from test date.

C) Computer Generated Selection Testing (CGST)

Selection of employees for CGST Drug testing will be conducted through the use of a CGST number generator or other neutral selection process. The Third Party Administrator will randomly select and test a minimum of 25% of the participants annually by CGST.

- 1) Excused from Testing – A CISAP participant is allowed two (2) lifetime validated excuses for missing a Computer Generated Selection Test (CGST/Random), after which failure to show up for a CGST would be considered a policy violation (refer to VI Corrective Action, B) 5).)
- 2) Reason for missing a CGST must be validated and required documentation be provided to the Designated Representative to justify granting an excuse.

D) Post-Accident/Incident

An employer is required to conduct post-accident/incident alcohol and other drug testing for anyone who may have caused or contributed to an accident/incident. An employer does not have to conduct a post-accident/incident drug test if ALL of the following conditions exist:

- i) The accident/incident resulted in no injury or a minor injury
- ii) There was no violation of work rules
- iii) An accident/incident investigation determined there was no reasonable suspicion related to the accident/incident
- iv) The accident/incident is considered normal in relationship to the job functions of the injured employee

Post-accident/incident testing is at the cost of the employer.

E) Reasonable Cause

A test may be administered in the event a trained supervisor has reasonable cause to believe that an employee has reported to work under the influence, possesses drug paraphernalia, or is or has been under the influence while on the job; or has violated this drug policy. During the process of establishing reasonable cause for testing, the employee has the right to request his onsite union representative to be present. If on-site representation is not available, all efforts will be made to contact representation from the employee's union. For cause testing is at the expense of the employer. The Testing Procedures are:

- 1) Step 1: Preparation
 - i. Where appropriate remove employee away from safety-sensitive activity
 - ii. Complete documentation (for Reasonable Suspicion use Check List)
 - iii. Determine which test(s) to order (drug and/or alcohol)
 - iv. Gather necessary paperwork and supplies to give the employee
 - v. Call TPA to send authorization forms to the collection site
 - vi. Arrange for transportation
- 2) Step 2: Communicate with the appropriate persons present - Union Representative, Human Resources, Designated Representatives, etc.
- 3) Step 3: Inform the Employee
 - i. Give necessary forms and supplies to employee and be sure you are taking the employee to a CISAP TPA collection facility
 - ii. Inform employee that he/she must show photo ID
- 4) Step 4: Transportation: Union representative or employer shall provide transportation to and from collection facility then arrange transportation home
- 5) Step 5: Follow up
 - i. Ensure that the test was completed
 - ii. Monitor the confidential transmission of the test results
 - iii. Document any problems and proceed according to policy guidelines.

Note: The CISAP requires that a checklist report be completed and submitted within 24 hours to the TPA, as well as union & employer Designated Representatives for any Reasonable Cause test. A form is attached as Appendix A. Employers are responsible to request and pay for reasonable suspicion and post-accident/incident testing.

F) Return to Duty

The return to duty test is required for a participant to reinstate into the program after a positive test and completion of a prescribed treatment program. The employee is responsible for the cost of the Return-to-Duty test.

G) Accelerated Random Testing

Testing may be required as part of a follow-up to counseling or rehabilitation for substance abuse. Employees returning to work after successfully completing a rehabilitation program will be subject to additional drug/alcohol tests without prior notice. The participant will be subject to a minimum of four (4) additional random tests as prescribed by the Employee Assistance Program (EAP) for a period of one year as a condition of further employment.

H) Re-analysis

In the case of a positive test result, the employee shall have the opportunity to contest the result within 72 hours of the MRO notification by having an appropriate portion of the split sample reanalyzed at a SAMHSA certified laboratory selected by the employee. If a donor did not provide specimen quantities required for a split specimen (45-60ml) the donor will waive their right to have the “B” sample reanalyzed but may use the original “A” sample. There is no appeal procedure for alcohol collected by a Breath Alcohol test.

IV. TESTING PROCEDURES

A) Samples

All samples for testing will be taken by appropriately qualified personnel. Urine specimens taken will be split into two samples. Each sample will be appropriately marked with the employee’s identification.

B) Privacy

To the greatest extent possible, the privacy of the employee will be preserved while the sample(s) to be tested are taken. However, some precautions will help to ensure that pure specimens are obtained.

C) Screening

The initial screening will be by immunoassay and require gas chromatography/mass spectrometry (GC/MS) for confirmation

D) Adulteration or Substitution

Adulteration or Substitution of a specimen shall be treated as a positive test. If a sample is unable to be analyzed by the laboratory (inadequate, dilute, lack of sample, , out of temperature, etc.) employees will have the option of having one additional test within 72 hours. A second sample unable to be analyzed by the laboratory may require another type of test; this will be at the employee’s expense unless a valid medical reason by a medical professional for the inadequate samples is provided.

E) Reports

Reports shall be made in writing and sent to the single person designated by the employer and designated by the union after The Medical Review Officer (MRO) review.

F) Medical Review Officer (MRO)

The MRO is a licensed physician who has knowledge of substance abuse disorders. The MRO must be certified by either the American Association of Medical Review Officers (AAMRO) or the American College of Occupational and Environmental Medicine (ACOEM). The MRO shall:

- 1) Review and verify a laboratory positive test result.
- 2) Contact the individual within 24 hours to discuss the reasons why their test result might be positive.
- 3) Review the individual's medical record as provided by or at the arrangement of the tested individual as appropriate.
- 4) Confirm the laboratory result.
- 5) In the case of urine testing, only those specimens which show positive results on both the initial screening and the confirmatory test shall be reported as positive, pending MRO review and verification. The completed chain of custody form shall accompany any positive report, and copies of analytical reports shall be available to the employee.
- 6) Notify the Third Party Administrator (TPA) of all positive tests results. All records of test reviewed by the MRO and supporting documentation will be forwarded to and maintained by the TPA.

Samples shall be properly stored at all times. All samples reported as positive will be stored frozen for at least 365 days. All handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

V. CONFIDENTIALITY

All actions taken under this program will be strictly confidential and disclosed only to those with a "need to know".

VI. RULES – CORRECTIVE ACTIONS – GRIEVANCE PROCEDURES

A) Rules

All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:

- 1) Use, possess, dispense or receive prohibited substances on or at the job site; or
- 2) Report to work while under the influence of an intoxicant, a prescription medication or a prohibited substance which may impair the performance of their job duties, either mental or physical.

B) Corrective Action

When the company has reasonable suspicion to believe an employee is under the influence of an intoxicant or a prohibited substance, for reasons of safety, the employee may be suspended until test results are available. If the test results prove negative, the employee shall be reinstated with back pay for all hours missed. In other cases:

- 1) Individuals testing positive for drug and/or alcohol use under III. A) may be suspended from consideration as required by the customer or facility owner.
- 2) Employees will be required to cooperate with testing requests, testing procedures, and to sign the required consent and chain of custody forms as a condition of continued employment or will otherwise be terminated.
- 3) Employees found in possession of drugs Synthetic/Designer, or Unauthorized Drugs on the work site shall be in violation of this policy and shall be subject to corrective action.
- 4) Employees found to be under the influence of a prohibited substance, including alcohol, while on duty or operating a company vehicle shall be subject to corrective action as provided by subsection 5 of this section.
- 5) The following stages of corrective action shall be imposed:
 - a) On the first violation of this policy, the employee will be ineligible to work under this program. To be eligible to return to work the employee must participate in a Substance Abuse Education/Treatment Program and provide a negative return to duty test. The SAP must provide written authorization for the return to duty test. The employee must complete the Substance Abuse Education/Treatment Program. The employee will be subject to CGST testing a minimum of four times or as recommended by the testing medical health professional over a one year period as a condition of further employment.
 - b) On the second violation of this policy, the employee will be suspended by the employer for thirty (30) days without pay. To be eligible to return to work the employee must complete a Substance Abuse Education/Treatment Program and provide a negative return to duty test. The SAP must provide written authorization for the return to duty test. The employee will be subject to CGST testing a minimum of four times or as recommended by the testing medical health professional during over a one year period as a condition of further employment.

- c) On third and subsequent violations of this policy, the employer will terminate the employee. The employee shall be suspended from the program for one year. To be eligible to return to work the employee must complete a Substance Abuse Education/Treatment Program and provide a negative return to duty test. The SAP must provide written authorization for the return to duty test. The employee will be subject to CGST testing a minimum of four times or as recommended by the testing medical health professional over a one year period as a condition of further employment. After the one year period the employee can be considered for employment by participating employers.
- 6) The Corrective Action procedure will revert back to “first violation” described in Section VI, paragraph B) 5) following three consecutive years of negative tests providing the employee continually participated in the program.
- 7) Sale and Distribution - Any sale and/or distribution of a prohibited substance on Company property is grounds for immediate termination.
- 8) All aspects of this policy and program will be subject to the grievance procedure of the applicable collective bargaining agreements.

VII. REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

Employees are encouraged to seek help for a drug or alcohol problem before it requires corrective action. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the company and/or union will refer the employee to their employee assistance program. In the absence of a current EAP contract, the company and/or union will assist in locating a suitable treatment provider and will counsel the employee regarding medical benefits available under the company or union health insurance program.

If treatment necessitates time away from work, the company shall provide the employee an unpaid leave of absence for purposes of participation in an agreed upon treatment program. An employee who successfully completes a rehabilitation program may be reinstated to his/her former employment status, if work for which he/she is qualified is available.

VIII. EMPLOYER AND EMPLOYEE TRAINING

CISAP Training Programs are intended to meet the requirements of the Ohio Bureau of Workers Compensation Drug Free Safety Program (BWC-DFSP) initiative regardless of the size of the company. All CISAP Contractor and Worker participants will be required to meet BWC-DFSP requirement in the first year regardless of the BWC-DFSP participation Level. It is the responsibility of the contractor to meet the training requirement at the appropriate participation level.

For more information on educational and training materials call your TPA, your trade Designated Representative (DR), or www.ohiobwc.com.

IX. POLICY

The Construction Industry Substance Abuse Policy and Program will be reviewed periodically by a joint Committee. The Committee will be comprised of equal representation from the participating unions and contractor association representatives. Any changes must be approved by the CISAP Drug, Alcohol Committee.

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X. Appendix A of CISAP/MUST/– Reasonable Cause Checklist

Employee's name _____

Title: _____

Local: _____

Location: _____

Date(s): _____

Employer: _____

KNOWING THE SIGNS: The indicators listed below are "warning signs" of drug and/or alcohol abuse and may be observed by supervisors. Please check all observed indicators:

Moods:

- ☐ Depressed
- ☐ Anxious
- ☐ Irritable
- ☐ Suspicious
- ☐ Complains about others
- ☐ Emotional unsteadiness (e.g., outbursts of anger/frustration/crying)
- ☐ Mood changes after lunch or break

- ☐ Has exaggerated sense of self-importance
- ☐ Avoids talking with supervisor regarding work issues
- ☐ Weight Loss

Accidents:

- ☐ Taking of needless risks
- ☐ Disregard for safety of others
- ☐ Higher than average accident rate on and off the job – accident prone

Absenteeism:

- ☐ Acceleration of absenteeism and tardiness, especially Mondays, Friday, before and after holidays
- ☐ Frequent unreported absences, later explained as "emergencies"
- ☐ Unusually high incidence of colds, flus, upset stomach, headaches
- ☐ Frequent use of unscheduled vacation time
- ☐ Leaving work area more than necessary (e.g., frequent trips to water fountain and bathroom)
- ☐ Unexplained disappearances from the job with difficulty in locating employee
- ☐ Requesting to leave work early for various reasons

Work Patterns:

- ☐ Inconsistency in quality of work
- ☐ High and low periods of productivity
- ☐ Poor judgment/more mistakes than usual and general carelessness
- ☐ Lapses in concentration
- ☐ Difficulty in recalling instructions
- ☐ Difficulty in remembering own mistakes
- ☐ Using more time to complete work/missing deadlines
- ☐ Increased difficulty in handling complex situations

Actions:

- ☐ Withdrawn or improperly talkative
- ☐ Spends excessive amount of time on the telephone
- ☐ Argumentative; Displays violent behavior

Relationship to Others on the Job:

- ☐ Overreaction to real or imagined criticism (paranoid)
- ☐ Avoiding and withdrawing from peers
- ☐ Complaints from co-workers
- ☐ Borrowing money from fellow employees
- ☐ Persistent job transfer requests
- ☐ Complaints of problems at home such as separation, divorce and child discipline problems

Patterns of any of the above conduct or combinations of conduct may occur but must be accompanied by indicators of impairment in order to establish "reasonable cause." Please check all indicators listed below that are **currently** present:

- | | | |
|--|---|--|
| ☐ Constricted pupils | ☐ Excessively active | ☐ Bizarre behavior |
| ☐ Drowsiness | ☐ Inability to verbalize | ☐ Violent behavior |
| ☐ Dilated pupils | ☐ Nausea or vomiting | ☐ Needle/Burn marks |
| ☐ Odor of alcohol | ☐ Irritable | ☐ Possession of |
| ☐ Scratching | ☐ Flushed skin | paraphernalia (such as syringe, |
| ☐ Nasal secretion | ☐ Argumentative | bent spoon, metal bottle cap, |
| ☐ Red or watering eyes | ☐ Sweating | medicine dropper, glassine bag, |
| ☐ Dizziness | ☐ Difficulty concentrating | paint can, glue tube, nitrite bulb, |
| ☐ Involuntary eye movements | ☐ Yawning | or aerosol can) |
| ☐ Muscular in-coordination | ☐ Slurred speech | ☐ Possession of substance |
| ☐ Sniffles | ☐ Twitching | that appears to possibly be a |
| | | drug or alcohol |

Others: _____

DETERMINING REASONABLE CAUSE

If you are able to document one or more of the indicators above, ask yourself these questions to establish reasonable cause:

Y N

☐ ☐ Has some form of impairment been shown in the employee's appearance, actions or work performance?

☐ ☐ Does the impairment result from the possible use of drugs or alcohol?

☐ ☐ Are the facts capable of documentation? **Y N**

☐ ☐ Is the impairment current, today, now?

☐ ☐ Are the facts reliable? Did you witness the situation personally, or are you sure that the witnesses are reliable and have provided firsthand information?

☐ ☐ Are the facts capable of explanation?

TAKING ACTION

☐ Reasonable cause established

☐ Reasonable cause NOT established

☐ Refer to Drug Test ☐ Refer to Employee Assistance Program (EAP) ☐ No Further Action
Required

Comments: _____

Prepared by (Name & Position): _____

Also witnessed by (Name & Position): _____

Signature(s): _____

Date(s): _____

Within 24 hours, email or fax to your TPA

Mobile Medical Corp dglazer@mobmed.com or fax 440.356.9238 SCT ggrueser@sct.us.com or fax 440.473.1586

Appendix B Safety Violation Policy and Safety Violation Notification Form

Title: Safety Violation Policy

PURPOSE

The Albert M. Higley Co. believes all incidents are preventable and that most incidents are a result of personal choice, behavior or a lack of education. The purpose of the violations policy is to modify those behaviors and attitudes that could contribute to personal, material or environmental loss, before the loss occurs.

SCOPE

This policy applies to all employees, subcontractors and projects of *The Albert M. Higley Co.*

Repeated violations or lack of cooperation regarding safety regulations may result in disciplinary actions, termination from employment, suspension from a project and/or termination of a contract.

Multiple violations under the same superintendent or foreman will result in the citation and /or suspension of all respective personnel.

RESPONSIBILITIES

All superintendents and supervisors are responsible for enforcing and documenting safety violations.

DEFINITIONS

1. Serious Injury – An injury which results in loss of life, limb, body function, eyesight, or has permanent, long-lasting impact on a person's life (disease).
2. Significant Property Damage – An event which results in financial damages to equipment, tools, structures, materials, vehicles or any type of property at or above \$750.

PROCEDURE

- I. All safety violations must be documented in a timely manner utilizing Safety Violation Notification Form (F-SFTY-0004).
- II. Violations will remain on file until project completion or two years, whichever is longer.
- III. All safety violations will follow the progressive disciplinary system outlined in this Policy unless the person:
 - a. Exposes themselves or others to an imminent loss of life; or
 - b. Exhibits disregard, defiance or disrespect for *The Albert M. Higley Co.*'s safety rules and regulations; or refuses to sign the safety violation form; or
 - c. Makes violent physical encounters (fighting); or
 - d. Makes threats against any safety personnel performing their duties; or
 - e. Theft or destruction of property occurs; or
 - f. Uses, possesses, distributes or is under the influence of drugs or alcohol.
- IV. Should any of these events occur, they will be documented on the Safety Violation Notification Form and the person will be immediately removed from the property.
- V. Violations are broken into two categories based on possible consequence of exposure to hazards.

Safety Violation Category 1 - Exposure, if not corrected immediately, could result in an incident leading to serious injury or significant property damage. Examples include, but are not limited to, failure to establish proper mandatory fall protection at six (6) feet, not testing a confined space environment prior to entry, failure to properly protect a working excavation, failure to execute proper lock-out/tag-out procedures, etc.

- a. 1st Offense – The employee in violation shall be suspended from the jobsite for the rest of the day plus the next scheduled workday and a verbal warning to the supervisor responsible for the employee. The employee must be retrained prior to resuming work. Or if AM Higley safety recommends,

Employee may choose the option to create a toolbox training concerning the violation and then conduct the training to the rest of their crew prior to returning to work. The training must be reviewed by *The Albert M. Higley Co.* safety team or superintendent.

- b. 2nd Offense – Indefinite suspension of the employee from project and a written warning to the supervisor responsible for employee.

Safety Violation Category 2 – Exposure, if not corrected immediately, could result in an injury or property damage.

- a. 1st Offense – Verbal warning but documented. Notification to the employee's supervisor.
- b. 2nd Offense – Written Warning to the employee and a verbal warning documented on the Safety Violation Notification Form to the supervisor. The employee must also be retrained prior to resuming work.
- c. 3rd Offense – Suspension from the project for a duration that is commensurate with severity of the violation(s) for the employee and a written warning to the supervisor responsible for the employee. The employee and the employee's supervisor must also be retrained prior to resuming work.

VI. *The Albert M. Higley Co.* reserves the right as authorized in all subcontracts to cause to have immediate remediation of unsafe conditions at the subcontractor's expense with no prior notification. Any subcontractor found to be in violation of any portion of subcontractor's contract regarding safety shall jeopardize continued performance on current and future efforts.

a|m HIGLEY
Beyond Bricks and Mortar
Safety Violation Notification Form

Name of Person in Violation: _____ Violation Date: _____

Company Name: _____ Job Site: _____

Violation Description: _____

Copy forwarded to: _____

☐ Site Foreman
☐ Project Manager☐ Violator's Company Office
☐ Superintendent☐ Safety Manager
☐ Other (List) _____

Check appropriate category and level based on violation:

Safety Violation Category 1 - Exposure, if not corrected immediately, could result in serious injury or significant property damage. Examples include, but are not limited to, failure to establish proper mandatory fall protection at six (6) feet, not testing a confined space environment prior to entry, failure to properly protect a working excavation, failure to execute proper lock-out/tag-out procedures, etc.

☐ 1st Offense – The rest of the day plus (1) twenty-four (24) hour suspension of employee from the project. Verbal warning to supervisor responsible for employee documented on the safety violation notification form. Employee must be retrained prior to resuming work. Date of Suspension: _____

Or if AMH Safety recommends;

Employee may choose the option to create a toolbox training concerning the violation and then conduct the training to the rest of their crew prior to returning to work. The training must be reviewed by The Albert M. Higley Co. safety team or superintendent.

☐ 2nd Offense – Indefinite suspension of employee from project. Written warning to supervisor responsible for employee documented on the safety violation notification form. Supervisor retrained prior to resuming work.

Safety Violation Category 2 – Exposure, if not corrected immediately, could result in an injury or property damage.

☐ 1st Offense – Verbal warning documented on the safety violation notification form. Notification to supervisor.

☐ 2nd Offense – Written Warning to employee. Verbal warning to supervisor responsible for employee documented on the safety violation notification form.

☐ 3rd Offense – Suspension of employee from the project site for a duration commensurate with severity of the violation(s). Written warning to supervisor responsible for employee documented on the safety violation notification form. Employee must be retrained prior to resuming work. Date(s) of suspension: _____

Comments: _____

☐ I have read this completed Safety Violation Form and understand the information and requirements contained within.

Violator's Signature and Date: _____

Supervisor of Violator's Signature and Date: _____

Individual Issuing Violation Notification Signature and Date: _____

Appendix C Emergency Action Plan (See Attached)



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 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

To be issued by Insurance Agent, Broker or Company

CONTACT
NAME:

PHONE

(A/C, No. Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURED

Your Company Name and Address

INSURER A : Name of the Insurance Company

XXXXX

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY	X	X	XXXXX	XXXXX	XXXXX	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGES TO RENTED PREMISES(Ea occurrence) \$50,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS-COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY	X	X	XXXXX	XXXXX	XXXXX	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☒ ANY AUTO						BODILY INJURY(Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY(Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	☒ UMBRELLA LIAB						EACH OCCURRENCE \$2,000,000
	☐ EXCESS LIAB						AGGREGATE \$2,000,000
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER -						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Project Name or number: XXXXX

Attach IL 70 35 or similar carrier form indicating cancellation notification to the certificate holder.

The Albert M. Higley Co., LLC and (Owner) are named additional insureds under the above captioned general liability policy including ongoing and completed operations on a primary and non-contributory basis when required by written contract for (Project Name).

CERTIFICATE HOLDER**CANCELLATION**

The Albert M. Higley Co., LLC
2926 Chester Avenue
Cleveland, Ohio 44114

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

AUTHORIZED REPRESENTATIVE

Company Logo

Job No.: Job Number
Contract No.: Subcontract Number
Contact: Vendor PM Name
Phone: Vendor PM Phone
Email: Vendor PM Email

SUBCONTRACT AGREEMENT

THIS AGREEMENT made as of the Contract Date Day day of Contract Date Month (Long) in the year of Contract Date Year.

BETWEEN the Contractor:

Company Name
Company Address
Company Phone Number

and the Subcontractor:
(Name and Address)

Vendor Name
Tax ID/SIN
Vendor Address

The Project is:
(Name and Address)

Job Name
Job Address

The Owner is:
(Name and Address)

Contract Customer Name
Contract Customer Address

The Architect is:
(Name and Address)

Architect Company
Architect Address

The Contractor and Subcontractor in consideration of the terms, covenants and conditions herein contained agree as set forth below:

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ADDITIONAL ATTACHMENTS:

SCHEDULE A – GENERAL CONDITIONS AND PROCEDURES

SCHEDULE B – SCOPE OF WORK

SCHEDULE C – CONTRACT DOCUMENTS

SCHEDULE D – PERFORMANCE SCHEDULE

REFERENCE ARTICLE 34 FOR ANY OTHER ADDITIONAL ATTACHMENTS

ARTICLE 1 SUBCONTRACT SCOPE AND AMOUNT

- 1.1 The Subcontractor agrees to furnish all supervision, labor, materials, tools, scaffold, falsework, equipment, layout, hoisting, supplies, submittals, clean-up, permits, fees, licenses, Project records, temporary services, inspections, protection, warranty, safety, bonds, insurance, maintenance, indemnification and all other things necessary to perform all work and work incidental thereto as set forth in Section 1.2 for the amount set forth in Section 1.4, for the construction of the Project for the Contractor and the Owner in strict and complete accordance with the Contract Documents identified in Section 2.1, and all subsequently and duly issued modifications thereto by the Architect and/or the Contractor. This Agreement is contingent upon the Contractor entering into a General Contract with the Owner and contingent upon the Owner's approval and acceptance of the Subcontractor. The Subcontractor is not authorized to perform any Work under this Agreement until the Contractor enters into a General Contract with the Owner. Any work performed or preparations to perform Work by the Subcontractor prior to such time shall be at the sole risk and expense of the Subcontractor.
- 1.2 The work to be performed by the Subcontractor including all supervision, labor, materials, tools, scaffolds, falsework and equipment, (hereinafter called the Subcontractor's Work), is as identified and described in Schedule B attached hereto.
- 1.3 The Subcontractor's Work is not limited by any titles on the Plans or headings in the Specifications, it being the intention of the parties that all work customarily performed with the Subcontractor's Work and required by the Contract Documents shall be performed by the Subcontractor, including any and all items and services consistent with and contemplated by and reasonably inferable from the Contract Documents, whether such items and services are specifically mentioned therein.
- 1.4 In consideration whereof, the Contractor agrees to pay the Subcontractor for the full and faithful performance of the Subcontractor's Work the sum of Original Contract Amount Description (\$Original Contract Amount) (hereinafter "the Subcontract Amount") as is further described in Schedule B. The Subcontract Amount includes all Federal, State, County, Municipal and other taxes imposed by law and based upon labor, services, materials, equipment or other items required, performed, furnished or used for or in connection with the Work, including but not limited to sales, use and personal property taxes payable by or levied or assessed against the Owner, the Contractor or the Subcontractor. Where the law requires any such taxes to be stated and charged separately, the total price of all items included in the Work plus the amount of such taxes shall not exceed the Subcontract Amount.

ARTICLE 2 THE CONTRACT DOCUMENTS

- 2.1 The Plans, Specifications, General Conditions, Addenda and General Contract, including this Agreement, are available for examination by the Subcontractor at all reasonable times at the office of the Contractor, and are hereinafter sometimes referred to as the Contract Documents. The Subcontractor certifies, represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any oral or written opinions or representations of the Contractor, or of the Owner, or of any of their respective officers, agents, servants, or employees.
- 2.2 With respect to the Subcontractor's Work to be performed and furnished by the Subcontractor hereunder, the Subcontractor agrees to be bound to the Contractor by each and all of the terms and provisions of the General Contract and the other Contract Documents, and to assume towards the Contractor all of the duties, obligations and responsibilities that the Contractor by those Contract Documents assumes towards the Owner and be bound to the Contractor in the same manner as the Contractor is bound to the Owner. The Subcontractor agrees further that the Contractor shall have the same rights and remedies against the Subcontractor as the Owner under the terms and provisions of the General Contract and other Contract Documents has against Contractor with the same force and effect as though every such duty, obligation, responsibility, right or remedy were fully set forth herein. The Subcontractor agrees that the

Subcontractor's right and remedies against the Contractor, as opposed to the Subcontractor's obligations, risks, responsibilities, liabilities and limitations, shall be limited solely to the rights and remedies provided to the Subcontractor in this Agreement without regard to any rights or remedies afforded by any of the other Contract Documents. The terms and provisions of this Agreement with respect to the Subcontractor's Work to be performed and furnished by the Subcontractor hereunder are intended to be and shall be in addition to and not in substitution for any of the terms and provisions of the General Contract and the other Contract Documents.

- 2.3 This Agreement, the provisions of the General Contract and other Contract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provisions of this Agreement irreconcilably conflicts with a provision of the General Contract and the other Contract Documents, the provision imposing the greater duty or obligation on the Subcontractor shall govern.

ARTICLE 3 CONTRACT TIME

- 3.1 The Subcontractor shall commence the Subcontractor's Work when notified to do so by the Contractor and shall diligently and continuously prosecute and complete the Subcontractor's Work and coordinate the Subcontractor's Work with the other work being performed on the Project, in accordance with the Project Schedule, all Milestone Dates (as identified in Article 6) and any other scheduling requirements listed in this Agreement, so as not to delay the commencement, progress or completion of the whole or any part of the Subcontractor's Work or other work on the Project (hereinafter "Subcontract Time"). THE TIME OF THE SUBCONTRACTOR'S PERFORMANCE IS OF THE ESSENCE.
- 3.2 The Subcontractor shall prepare and submit a detailed schedule identifying in ample detail, as required by The Contractor, the activities which comprise Subcontractor's schedule of Work required under this Agreement (hereinafter the Subcontractor's Schedule). The Subcontractor shall identify all manpower equipment and material requirements required to support the activity durations of the Subcontractor's Work and other information as requested by the Contractor. The Subcontractor's schedule shall include Subcontractor's Work for the entire Project and shall provide for the expeditions and practicable execution of the Subcontractor's Work in a coordinated fashion which provides for the performance of predecessor activities to be performed by others upon which the Subcontractor's Work is dependent upon in the time required by the General Contract between the Contractor and the Owner. The Subcontractor's Schedule shall identify the start and completion dates of all activities and stages of the Subcontractor's Work. The Subcontractor's Schedule shall be as required by the status and conditions of the Subcontractor's Work and the overall project and shall be subject to the Contractor's approval. The Subcontractor shall promptly inform the Contractor of any delays encountered and anticipated in the Subcontractor's Schedule and shall identify same at Project meetings. The Subcontractor shall furnish to the Contractor in such detail and as often as required by the Contractor, full reports of the progress of the Subcontractor's Work irrespective of the location of such Subcontractor's Work. The Contractor's receipt, review and/or acceptance of the Subcontractor's Schedule shall not constitute an amendment or modification of this Agreement nor satisfy any notice requirements of this Agreement or of the Contract Documents. The Contractor shall have the right, but not the obligation, to coordinate the Subcontractor's schedule with the schedules of the Contractor and the other subcontractors (hereinafter "Project Schedule"). The Subcontractor agrees to abide by and perform its obligations in accordance with the Project Schedule.
- 3.3 The Subcontractor acknowledges that the Subcontract Amount reflects the Contractor's right to coordinate and manage all of the Work required by the Contract Documents, including the Subcontractor's Work, and the Contractor has the right to require the Subcontractor to begin the Subcontractor's Work before all scheduled predecessor work is complete, to re-sequence the Subcontractor's Work and to allocate site access, work area access, utilities, storage and lay down areas and other site resources and Project work ("Site Resources") and provide certain trades and work preference to Site Resources in order to maintain the schedule of Project work as determined by the Contractor. Notwithstanding any other provision of this Agreement or the Contract Documents, the Subcontractor waives, except for claims identified in Article 12, any and all claims for damages, extensions of time for an increase to the Subcontract Amount as the result of any delay, change or other cause arising from the Contractor's allocation of Site Resources, based upon

reasonable business judgment. The Subcontractor and the Contractor agree that Section 3.3 shall not be interpreted as a no damage for delay provision. The Subcontractor acknowledges that the Subcontractor Amount includes the Subcontractor's assessment of the potential impacts of Section 3.3 on its ability to recover additional compensation caused by the Contractor's allocation of Site Resources that are inconsistent with the Subcontractor's Schedule and agrees that the provision of Section 3.3 will apply regardless of the accuracy of the Subcontractor's assessment of the potential costs incurred by the Subcontractor.

- 3.4 The Subcontractor agrees to assist the Owner and the Contractor in expediting and tracking of the Owner-furnished items that the Subcontractor is to install to ensure that the delivery of same coincides with the Subcontractor's Schedule.

ARTICLE 4 PROGRESS PAYMENTS

- 4.1 Within ten (10) days after the notice of award, the Subcontractor shall submit to the Contractor for its approval, a schedule of values of all portions of the Work, divided and segregated so as to facilitate Progress Payments under this Agreement (a "Schedule of Values"). To the fullest practical extent, the Schedule of Values shall be based on the Subcontract Amount as supported by subcontracts and purchase orders. The Subcontractor shall also provide the Contractor with all supporting data reasonably requested by Contractor to substantiate the accuracy of the Schedule of Values. Unless otherwise agreed by Contractor, each Change Order which increases or decreases the Subcontract Amounts shall be accounted for as a separate line on the Schedule of Values. Each Application for Payment shall report the status of each Change Order in addition to the original Schedule of Values. The Schedule of Values shall not be changed, modified, altered, or amended without the express written consent of the Contractor.

- 4.2 The Contractor may retain from each progress payment sums otherwise due the Subcontractor until final payment. Such retention shall be in addition to such other sums which the Contractor has a right to withhold from the Subcontractor pursuant to this Agreement and the Contract Documents. Retention is applicable to all labor and all materials whether stored on or off-site.

- 4.3 On or before the 20th day of each month during the performance of the Subcontractor's Work, the Subcontractor shall submit to the Contractor through the online portal, the Contractor's Application for Payment. Upon approval from the Contractor, the Approved Application for Payment will automatically be considered Final for that period. Such Application for Payment, shall set forth the Subcontract Amount incurred to the date of such Application for Payment, allocated among the categories set forth in the Schedule of Values and separately stating that portion of the Subcontract Amount that constitutes the labor, materials, supplies, systems, appliances, equipment, fixtures and other items required for or in connection with the construction, furnishing, or equipping of, or for inclusion in, the Subcontractor's Work and all sales and use taxes payable with respect to such items. To the extent not previously furnished, each Application for Payment shall be accompanied by such supporting evidence required by the Contractor to verify the Amount included in each Application for Payment and by original, executed Partial Waivers of all Liens for all the Subcontractor's Work performed and all services and materials provided with respect to the Project, to the extent the Contractor has made payment to the Subcontractor for such items pursuant to all prior Applications for Payment. Each Application for Payment shall contain an allocation of the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the Application for Payment. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Subcontract Amount properly allocable to the completed Subcontractor's Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the Subcontract Amount allocated to that portion of the Subcontractor's Work in the Schedule of Values, less retainage of Retainage Percentage%.

- .2 Add that portion of the Subcontract Amount properly allocable to materials and equipment delivered and suitably stored at the Site, or stored off-site (if provided by the General Contract, for subsequent incorporation in the completed Subcontractor's Work), less retainage of Retainage Percentage%.
 - .3 Subtract the aggregate of previous payments made by the Contractor.
 - .4 Subtract amounts for which the Contractor, the Owner, or the Architect has withheld or nullified in a previous Application for Payment.
 - .5 Billing and payment of retainage to be at project completion or as agreed upon by the project Owner.
- 4.4 Without impairing the Subcontractor's mechanic's lien and payment bond rights, if any, to the fullest extent permitted by law, if the Subcontractor is in compliance with this Agreement and if, and only if, the Owner pays Contractor, which is an express condition precedent to the Contractor's duty to pay the Subcontractor, which the Subcontractor acknowledges and agrees that it expressly assumes the risk of the Owner's nonpayment, Payment shall be due to the Subcontractor no later than ten (10) days after receipt of payment from the Owner by the Contractor, provided the Subcontractor remains in compliance with the terms of this Agreement. Should the foregoing condition precedent be unenforceable in the jurisdiction where the Project is located, the Subcontractor agrees that the Contractor and the Contractor's surety shall have a reasonable period of time within which to tender payment, and such reasonable period includes, but is not limited to, the time necessary for the Owner to process and make a progress or final payment or decide an Owner Related Dispute, or for the Contractor to fully adjudicate any disputes, claims, causes of action or other matters associated with or related to this Agreement and/or the General Contract. For purposes of this section, "fully adjudicate" means the completion of mediations, arbitrations, trials or any combinations thereof, together with such appeals as may be taken from any decisions, orders, judgments, opinions or such similar rulings as may result therefrom. The Owner and the Contractor's surety are an express third-party beneficiary of this provision. No final or interim Payment made under this Agreement shall be considered an acceptance of Subcontractor's Work, in whole or in part. The Contractor may, at its sole discretion, unilaterally deduct or set off, as allowed in this Agreement, or overpay or pay all or any part of the Subcontract Amount in a greater amount or at an earlier time than otherwise allowed, required, or specified herein, either as an advance or otherwise in which event, all other terms and conditions hereof, and any bonds furnished hereunder by the Subcontractor, even if such payment or deduction is prejudicial to the Subcontractor's surety, shall be unaffected thereby and shall remain in full force and effect, and the Subcontractor's surety shall not be entitled or permitted to assert that such overpayment or greater or earlier payment or unilateral deduction or set off as a defense, either partial or otherwise, to any claim by the Contractor.
- 4.5 Payment will be made by Contractor after: (i) inspection and acceptance of the Subcontractor's Work; (ii) receipt by the Contractor of the executed original copy of this Agreement and insurance and bond required from the Subcontractor and warehouseman if payment is for Stored Material; (iii) receipt of Subcontractor's approved Application for Payment; (iv) receipt of Partial Waivers of all Liens and affidavits from the Subcontractor and the Subcontractor's lower tiers as required elsewhere by this Agreement; (v) consent of surety to payment and letters from the unions which state, if required by and to the satisfaction of the Contractor, that the Subcontractor is current with its payment obligations to the unions, (vi) receipt of the Subcontractor's updated Project Records required by this Agreement and in a form acceptable to the Contractor; and (vii) receipt by the Contractor, of payment from the Owner, for the Subcontractor's Work.
- 4.6 Unless otherwise provided in the Contract Documents, and if approved in advance by the Owner, applications for payment may include materials and equipment not incorporated in the Subcontractor's Work but delivered and suitable stored at the Project site or at some other location agreed upon in writing by the Contractor. Approval of an Application for Payment for such stored items on or off the Project Site shall be conditioned upon the satisfaction of the terms of this section of the Agreement, or such other procedures satisfactory to the Owner and the Contractor and in accordance with the Contract Documents to

establish the Owner's and the Contractor's title to such materials and equipment otherwise protect the Owner's and the Contractor's interests therein, including transportation to the Site. Approval and payment by the Owner to the Contractor for said stored material and stored equipment is an absolute express condition precedent to payment by the Contractor to the Subcontractor for such stored materials. The Contractor, at its sole discretion, shall require one or more of the following from the Subcontractor as part of an Application for Payment for stored materials:

- .1 Warehouse Agreement and Non-Negotiable Warehouse Receipt. The materials to be stored shall be placed into the possession of a warehouseman subject to a warehouse lease or agreement, which document shall be provided to the Contractor. The warehouseman shall not be in the business of buying and selling the materials of the nature to be stored. The liability of the warehouseman for failure to deliver shall be covered by insurance or a performance bond acceptable to the Contractor. Upon placing the materials into the possession of the warehouseman, a non-negotiable warehouse receipt, in a form acceptable to the Contractor, shall be issued to the Contractor. The warehouse receipt must provide that the materials are to be delivered only at the Contractor's written direction and follow the Contractor's written instructions.
- .2 Bill of Sale with Additional Storage Provisions. The Contractor, at its sole discretion, may allow the Subcontractor to provide the Contractor a Bill of Sale for the material to be stored and not in the possession of the Subcontractor, in a form provided by the Contractor. The Subcontractor shall separate the stored material from any other goods in the possession of the Subcontractor which are either identical or of a similar nature. The Subcontractor shall maintain the separate and exclusive storage of the stored material in an open and notorious manner providing public notice that the stored material are the property of the Contractor. The Subcontractor shall maintain the stored material in a condition such that at all times the stored material is ready for immediate delivery and incorporation into the construction project upon demand of the Contractor. The Subcontractor represents and warrants that the stored material shall remain free and clear from any security interest, lien, pledge, encumbrance, option, conditional sales contract, lease or other title retention agreement, or any other adverse claim whatsoever. Subcontractor shall specifically, permanently, mark the stored material covered by the Bill of Sale as the exclusive property of the Contractor. The Subcontractor shall procure insurance on the goods for the full value of the stored material, in a form satisfactory to the Contractor, naming the Contractor and the Owner as insured.
- .3 UCC Financing Statement. In the event title to the stored material will not pass to the Contractor at the time of payment to the Subcontractor, the Contractor may require the Subcontractor to properly file a UCC Financing Statement Form 1 with the Secretary of State's Office.
- .4 If required by the Contractor, the Subcontractor shall submit a separate Application for Payment for the quantity of material and equipment placed in storage. If required by the Contractor, the quantity of material or equipment for which payment is requested shall be equal to a discrete activity within the Project progress schedule in order that the Contractor may subsequently bill the Owner for said material or equipment. The Owner and/or Contractor shall determine, at their sole discretion, the acceptability of the storage conditions and the Subcontractor shall correct any noted deficiencies. By submitting its Application for Payment for stored materials or equipment to the Contractor, the Subcontractor expressly represents and warrants that no security interest by a lending institution or any other entity exists in the stored materials or equipment covered by such Application for Payment.
- .5 Regardless of any dispute between the Contractor and the Subcontractor, if the Contractor has partially or fully paid the Subcontractor for material or equipment as part of this Agreement, either as stored material or otherwise, upon written demand by the Contractor, the Subcontractor shall immediately ship, as directed by the Contractor, the material and equipment to be purchased under this Agreement. The Subcontractor acknowledges and agrees that the Contractor may have no adequate remedy at law for the Subcontractor's refusal to immediately ship the material or equipment as directed by the Contractor, and that the Contractor shall be entitled to enforce its

demand for immediate shipment against Subcontractor by temporary or permanent injunctive relief or mandamus obtained in any court of competent jurisdiction, without posting any bond or other security, and without prejudice to or diminution of any other rights or remedies which may be available to the Contractor at law or in equity, and any attorneys' fees and costs incurred by the Contractor in such instance shall be due from the Subcontractor.

- .6 Application for Payments for stored material or equipment off-site must reflect a minimum of ten percent (10%) withholding, in addition to any other retention, for transportation costs associated with delivery to the jobsite, which shall be withheld until the stored material or equipment has been incorporated into the Project and accepted by the Owner.
 - .7 Regardless of any payment, the risk of loss for stored materials or equipment at all times shall remain upon the Subcontractor until final acceptance of the Project by the Owner. Notwithstanding that the risk of loss for stored materials or equipment remains upon the Subcontractor, and regardless of which entity maintains or controls any location(s) where materials or equipment are stored, the Subcontractor acknowledges and agrees that the Contractor and/or the Owner have and shall be deemed to have exclusive possession of all stored materials or equipment included within any invoice submitted by Subcontractor.
 - .8 The Subcontractor must be prepared, at all times, to prove within commercial norms, the exact quantities and qualities of the materials or equipment purchased, used, or to be used in the Subcontractor's Work. Unless authorized by the Owner, the Subcontractor shall not be reimbursed by the Contractor or the Owner for any of the costs associated with stored materials.
 - .9 The Subcontractor shall defend, indemnify, and hold harmless the Contractor, the Contractor's surety, and the Owner against all claims, judgments, settlements, damages, losses, demands, suits, actions, liability, fines, penalties, costs and expenses (including but not limited to attorneys and expert fees and costs of litigation, arbitration, or mediation) arising out of or relating in any way to any third party's assertion of a lien, encumbrance or interest in stored materials or equipment.
- 4.7 Where this Agreement anticipates that the Subcontractor's Work, or a portion thereof, shall be paid for at an agreed rate per unit of work in place, then the Subcontractor agrees that the unit prices stated shall represent full payment for all such Subcontractor's Work, including Subcontractor's overhead and profit and that the Owner and/or the Contractor may make a final and binding determination regarding the quantity of Subcontractor's Work for which payment is to be paid subject to the Owner Related Disputes provisions of this Agreement. All quantities stated as unit price quantities are approximate. Actual payment quantities are subject to field verification by the Owner and/or the Contractor and acceptance of required documentation, and may vary significantly from original estimated quantities, and quantity variation will not be reason to renegotiate a unit price, unless required by the Owner.
- 4.8 All payments made by the Contractor, its surety, or the Owner, to the Subcontractor are made to, and accepted by the Subcontractor as trustee for the benefit of the Subcontractor's employees, material suppliers and lower tier subcontractors. All payments received by the Subcontractor shall first be used to satisfy any indebtedness owed by the Subcontractor to persons or entities furnishing labor or materials for use in performing or incorporation into the Subcontractor's Work. The Contractor shall have the right at all times to contact the Subcontractor's sub-tiers and suppliers, vendors, materialmen and others to ensure that they are being paid by the Subcontractor for labor, equipment and materials furnished for use in performing the Subcontractor's Work. The Subcontractor shall ensure that all amounts owed to or on behalf of its employees are timely paid, including, without limitation, all wages, employee benefits, withholding taxes, and all other amounts.
- 4.9 When required by the Contractor, and as a prerequisite for payment, the Subcontractor shall provide, waivers and affidavits from the Subcontractor in forms as shown in an Exhibit of this Agreement, as specified by applicable statute, and as required by the Owner and the Owner's lender (collectively "Waivers"). The Subcontractor agrees that if, without the written consent of the Contractor, the Subcontractor has modified the Waivers in any manner ("Modified Waivers") and has received payment

from the Contractor in exchange for the Modified Waivers, the modifications shall have no force and effect and the language required by the Waivers shall be deemed reinserted into the Modified Waivers, and the Contractor shall not have been deemed to have accepted the Modified Waiver and the Subcontractor shall be deemed to have executed unmodified Waivers. The Subcontractor must present unconditional Waivers from all of its lower tier subcontractors (hereinafter "Sub-tiers"), suppliers, or other entities arising from the Subcontractor's Work for the value of all prior payments, including the immediately preceding Application for Payment before the Subcontractor is entitled to be paid by the Contractor for the current Application for Payment. Also, as a prerequisite for payment, the Contractor may require the Subcontractor to provide copies of subcontracts and purchase orders from Subcontractor's sub-tiers and suppliers. The Subcontractor warrants and represents that the individual signing the Waivers and affidavits for the Subcontractor has the authority to waive and release the Subcontractor's rights, including but not limited to its Miller Act rights to sue, that the Contractor may rely on the aforesaid warrants and representations, and that the information contained in the Waiver and affidavit is correct.

- 4.10 The Subcontractor and the Subcontractor's surety shall indemnify, defend and hold harmless the Contractor, the Owner, the Project funds, Project site and the Contractor's surety harmless from and against any claim for, or notice of, lien, encumbrance, payment bond claim, or other claim for payment or notice of non-payment (collectively "Lien"), any suit to enforce or recover or foreclose upon a Lien, and from any costs, expenses, attorney's fees, consultants' fees and litigation costs incurred by the Contractor in connection with any Lien, which arises in connection with the Subcontractor's Work or is asserted by any of Subcontractor's Sub-tiers, suppliers, employees, sureties, creditors, labor unions, or laborers ("Subcontractor's Lien Costs"). The Contractor may discharge the Lien or withhold from the Subcontractor's Progress or Final Payment any Subcontractor's Lien Costs incurred or anticipated to be incurred to defend and discharge any Lien and Subcontractor and Subcontractor's surety shall reimburse the Contractor for any Subcontractor's Lien Costs incurred to discharge or defend any Lien if not deducted from a Progress or Final Payment. The Subcontractor and the Subcontractor's surety shall also reimburse the Contractor for any Subcontractor's Lien Costs paid under any Contractor's surety bond and all additional amounts paid by the Contractor pursuant to any indemnity to the Contractor's surety. This Paragraph is solely for the benefit of the Contractor and the Subcontractor and is not intended to benefit any persons or entities not parties to this Agreement including the Subcontractor's surety, creditors, Sub-tiers or suppliers of any tier and creates no rights in them.
- 4.11 In the event the Contractor has reason to believe that labor, material or other obligations incurred in the performance of the Subcontractor's Work are not being, or may not be, paid, the Contractor may take any steps Contractor deems necessary to ensure that such obligations are paid and that the Subcontractor is fulfilling its obligations as trustee with respect to the payments earned under this Agreement, including, but not limited to, issuance of checks jointly to the Subcontractor and the person or entity to whom the Subcontractor owes an obligation, or direct payment to such person or entity unless the Subcontractor supplies evidence to the satisfaction of the Contractor, that such obligations have been satisfied. Any such payments made by the Contractor shall be credited against funds otherwise due the Subcontractor under this Agreement. Subcontractor also agrees, if required by the Owner, to execute the documents provided by the Owner pertaining to the issuance of joint checks to its Sub-tiers and suppliers.
- 4.12 Regardless of the terms of payment provided for herein, the Contractor shall not be required to make any payments that would leave a balance due to the Subcontractor which is insufficient to cover the retained percentage plus an amount sufficient to satisfy all obligations of the Subcontractor for labor, materials, equipment and services furnished or to be furnished by the Subcontractor hereunder.

ARTICLE 5 FINAL PAYMENT

- 5.1 Upon acceptance of all of the Subcontractor's Work by the Owner and the Contractor and upon the Subcontractor furnishing evidence of fulfillment of all of the Subcontractor's obligations under this Agreement and the Contract Documents, the Contractor shall forward the Subcontractor's Application for Final Payment to the Owner.

- 5.2 Before the Contractor shall be required to forward the Subcontractor's Application for Final Payment to the Owner, the Subcontractor shall submit to the Contractor: (i) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontractor's Work for which the Owner or its property or the Contractor or the Contractor's surety might in any way be liable, have been paid or otherwise satisfied, and unconditional final Waivers from all of Subcontractor's Sub-tiers, suppliers, or other entities arising from the Subcontractor's Work; (ii) consent of the Subcontractor's surety to final payment, if required by the Contractor; (iii) satisfaction of required close-out procedures and documentation; and (iv) other data if required by the Contractor or the Owner, such as receipts, releases, and waivers of liens to the extent and in such form as may be designated by the Contractor or the Owner. If the Subcontractor is in compliance with this Agreement and if, and only if, the Owner pays the Contractor which is an express condition precedent to the Contractor's duty to pay the Subcontractor and that the Subcontractor intends to assume the risk of nonpayment, final payment shall be due to Subcontractor no later than thirty (30) days after receipt of payment from the Owner to the Contractor.
- 5.3 Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontractor's Work. All of Subcontractor's obligations pursuant to this Agreement shall be preserved notwithstanding final payment or termination of this Agreement. Final payment shall not be deemed an acceptance of Subcontractor's Work.

ARTICLE 6 PROGRESS AND COMPLETION.

- 6.1 The Subcontractor acknowledges that performance of the Subcontractor's Work and achieving Substantial Completion of the Project within the Subcontract Time is an essential condition of this Agreement. Following commencement, the Subcontractor shall carry the Subcontractor's Work forward with competent, adequate, properly skilled forces to maintain progress in accordance with the Subcontractor's and the Project Schedule. The Subcontractor's Work shall not be suspended or shut down, but shall progress continuously and expeditiously, unless otherwise approved by the Contractor.
- 6.2 The Subcontractor agrees to prosecute and complete the Subcontractor's Work in accordance with the Milestone Dates set forth in the Contract Documents or as otherwise set forth in Schedule D, attached hereto.
- 6.3 To the extent provided in the General Contract, should the progress, performance or completion of any portion or portions of or the whole of the Subcontractor's Work contemplated in this Agreement be delayed or extended as the result of:
- .1 Any act or neglect of the Owner or any of its agents, affiliates, or representatives;
 - .2 Any acts or omissions of any separate contractor engaged by the Owner to work on the Project;
 - .3 Any Change Order requested by the Owner if the Change Order included additional time;
 - .4 Labor strikes, work slowdowns or stoppages, or other actions intended to adversely affect the transportation of materials or equipment or the progress of the Subcontractor's Work, which is not the result of strikes or work stoppages prohibited by Article 18;
 - .5 Tornado, fire, hurricane, blizzard, earthquake, flood, other acts of God, or any other natural event not within the control of the Subcontractor that prevents the progress of the Subcontractor's Work;
 - .6 Delay authorized by the Owner pending resolution of a dispute;
 - .7 Acts of the public enemy, acts of the State, Federal or local Government in its sovereign capacity;
 - .8 Any other cause which the Contractor or the Owner determines may justify a delay;

- .9 Removal of asbestos and toxic or hazardous substances from the Project Site that is not within the scope of the Subcontractor's Work;
 - .10 Delays for a reasonable period incurred to investigate any claim by the Subcontractor for concealed conditions;
 - .11 The occurrence of unusually severe weather-related delays in excess of forty (40) work days per twelve (12)-month period;
 - .12 Order of any court of competent jurisdiction enjoining the performance of the Subcontractor's Work that is not proximately caused by the actions or inactions of the Subcontractor; or
 - .13 Delays proximately caused solely by the actions or inactions of the Contractor and not otherwise caused, in whole or in part, by any event listed in Sections 6.3.1 through 6.3.12 above.
- 6.4 The time of completion of the portion or portions of the Subcontractor's Work directly affected by such delay, and the Subcontract Time, shall, upon request of the Subcontractor as provided in Section 6.4, be extended by a reasonable period, in no event to exceed the time lost thereby. The Subcontractor and the Contractor agree that the existence and duration of any delay in the progress, performance or completion of any portion or portions of the whole of the Work shall be exclusively established through the Project Schedule as affecting or impacting the Critical Path of the Contractor's performance. The Subcontractor agrees that delays which do not affect or impact the Critical Path of Contractor's performance as reflected on the Project Schedule shall not be eligible for an extension to the Subcontract Time.
- 6.5 Should the Subcontractor reasonably believe, in accordance with Section 6.3, that it is entitled to an extension of time for completion of any portion or portions of the Subcontractor's Work, the Subcontractor shall, within forty-eight (48) hours after the occurrence of the cause of the delay, notify the Contractor, in writing, of such belief, setting forth (a) the cause for the delay, (b) a description of the portion or portions of the Subcontractor's Work affected thereby, (c) an estimate of the probable effect of such delay on the progress and completion of the Subcontractor's Work, and (d) all details pertinent thereto. A subsequent written application for the specific number of days of extension of time requested shall be made by the Subcontractor to the Contractor within seven (7) days after the effects of the delay can be ascertained through use of the Project Schedule. Any change in the Subcontract Time resulting from such claim(s) shall be authorized only through a Change Order.
- 6.6 It is a condition precedent to the consideration or prosecution of any Subcontractor claim for an extension of time that the foregoing provisions regarding the timing of notice be strictly adhered to in each and every instance and, if the Subcontractor fails to comply, the claim for an extension of time shall be conclusively deemed to have been waived.
- 6.7 To the extent any authorized change in the Subcontractor's Work significantly affects the time and progress of the Subcontractor's Work in the opinion of the Subcontractor, the Subcontractor shall make a request for time extension no later than when the related Change Order request is first submitted to the Contractor.
- 6.8 Provided that the Subcontractor has fully complied with the provisions of Section 6.4, the Subcontractor agrees that it shall have no claim for an increase in the Subcontract Amount for delay, disruption, interference, acceleration, obstruction, suspension, out of sequence work, cumulative impacts, mismanagement, or hindrance caused, in whole or in part, by reason of the events set forth in Sections 6.3.4 through 6.3.7, and 6.3.9 through 6.3.12. The Subcontractor agrees to accept, as its sole and exclusive remedy with respect to such events, an extension of time unless the Contractor elects to accelerate Subcontractor's performance hereunder in lieu of providing said extension of time. If Contractor elects to accelerate Subcontractor's performance, Contractor agrees to adjust the Subcontract Amount for the premium portion of any wages and associated benefits incurred by the Subcontractor attributable to the acceleration in performance that the Contractor receives or recovers from the Owner attributed to the Subcontractor's acceleration of performance.

- 6.9 It is recognized and agreed by the Subcontractor that no claim for an increase in the Subcontract Time for either acceleration, delay disruption, interference or hindrance will be allowed based on changes in the Project Schedule which are of the type ordinarily experienced in projects of similar size and complexity or pursuant to Sections 3.3 and 3.4.
- 6.10 Provided that the Subcontractor has fully complied with the provisions of Section 6.4, if the Subcontractor is delayed, accelerated, disrupted, interfered, obstruction, suspension, out of sequence work, cumulative impacts, mismanagement, or hindered on account of or resulting from the conditions set forth in Sections 6.3.1 through 6.3.3 or 6.3.8, the Subcontractor agrees that it shall have no claim nor right to any cost reimbursement, compensation or damages from the Contractor except to the extent that the Contractor is entitled to and actually receives a corresponding cost reimbursement, compensation or damages from the Owner pursuant to the General Contract for said delays, acceleration, disruption, interference or hindrance. The Subcontractor agrees that any claim or right to any cost reimbursement, compensation or damages for the above shall be governed by the terms and conditions of Article 12 and the Subcontractor agrees to accept, as its sole and exclusive remedy, the amount, if any, actually received by the Contractor from the Owner, less the costs and expenses set forth in Article 12.
- 6.11 Provided that the Subcontractor has fully complied with the provisions of Section 6.4, if the Subcontractor is delayed, accelerated, suspended, impacted by out of sequence work, cumulative impacts, mismanagement or hindered on account of or resulting from the conditions set forth in Section 6.3.13, the Subcontractor agrees that its claim(s) for an increase in the Subcontract Amount shall be limited to the actual cost incurred by the Subcontractor for maintaining an extended presence on the Site for the period of delay, any increase in the cost of labor or materials and any Contractor approved demobilization and remobilization costs. The Subcontractor agrees that any claim or right to a cost reimbursement, compensation or damages for the above shall be governed by the terms and conditions of Article 12 and the Subcontractor agrees to accept, as its sole and exclusive remedy, the amount, if any, actually received by the Contractor from the third party subcontractor(s) identified by the Subcontractor as responsible for the subcontractor's delay, acceleration, suspension, out-of-sequence work, cumulative impacts, mismanagement or hindrance, less the costs and expenses identified in Article 12. The Subcontractor agrees that it shall have no claim(s) and waives recoverability for same against the Contractor for consequential, special, incidental or indirect loss, cost or expense on account of or resulting from the conditions set forth in Section 6.3.13.
- 6.12 The Subcontractor shall furnish such manpower, materials, facilities and equipment and shall work such hours, including night shifts and premium time operations, as may be necessary to ensure the prosecution and completion of the Subcontractor's Work within the Subcontract Time. If the Subcontractor's Work actually in place falls behind the Project Schedule for reasons that are the responsibility of the Subcontractor, and it becomes apparent that the Subcontractor's Work will not be completed within the Subcontract Time, as adjusted, the Subcontractor agrees that it will, as necessary, accelerate its effort at no additional cost to the Contractor to improve its progress. Such acceleration shall include as necessary some or all of the following actions:
- .1 Increase manpower and crafts;
 - .2 Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination of the foregoing; and/or
 - .3 Reschedule activities.
- 6.13 The Contractor may also require the Subcontractor to submit, within forty-eight (48) hours, a revised Subcontractor Schedule and description of the corrective actions it intends to take to assure completion of Subcontractor's Work within the Subcontract Time. If the Contractor reasonably finds the proposed plan not acceptable, it may require the Subcontractor to submit, within forty-eight (48) hours, a subsequent revised Subcontractor Schedule.

- 6.14 Failure of the Subcontractor to substantially comply with the requirements of Sections 6.11 and 6.12 shall be deemed sufficient proof for a determination by the Contractor that the Subcontractor is failing to prosecute the Subcontractor's Work with such diligence as will ensure its completion within the Subcontract Time specified. Such a determination shall constitute a material breach of this Agreement and the Subcontractor agrees that such a determination is sufficient grounds for termination of this Agreement.
- 6.15 The Contractor may, at the Contractor's convenience and without cause, order the Subcontractor in writing to suspend, delay or interrupt the Subcontractor's Work in whole or in part for such period of time as the Contractor may determine. If the Contractor suspends, delays or interrupts the Subcontractor's Work for the Contractor's convenience, the Contractor shall pay to the Subcontractor the actual direct cost of such suspension, delay, or interruption, taking into account all relevant facts, and the Subcontract Time shall be increased by the period of such suspension, delay, or interruption. The Subcontractor agrees that any claim or right to a cost reimbursement, compensation or damages for the above shall be governed by the terms and conditions of Article 12 and the Subcontractor agrees to accept, as its sole and exclusive remedy, the amount, if any, actually received by the Contractor from the Owner or other third party subcontractor(s), less the costs and expenses identified in Article 12. No adjustment shall be made to the extent:
- .1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible; or
 - .2 That an equitable adjustment is made under another provision of this Agreement.

ARTICLE 7 CONSIGNING

- 7.1 The Subcontractor in making or ordering shipments shall not consign or have consigned materials, equipment or any other items in the name of the Contractor. The Contractor is under no obligation to make payment for charges on shipments made by or to the Subcontractor but may, at its option, pay such charges, in which case the Subcontractor shall reimburse the Contractor for the amount of such payments plus a service charge of twenty-five percent (25%) of the amount so paid.

ARTICLE 8 SHOP DRAWINGS

- 8.1 Notwithstanding the dimensions given on the Plans, Specifications and other Contract Documents, it shall be the obligation and responsibility of the Subcontractor to take such measurements as will ensure the proper matching and fitting of the Subcontractor's Work covered by this Agreement with contiguous work.
- 8.2 The Subcontractor shall prepare and submit to Contractor such shop drawings as maybe necessary or required by the Contract Documents to describe completely the details and construction of the Subcontractor's Work within thirty (30) days of the execution of this Agreement, unless otherwise stated in this Agreement. The Subcontractor is required to ensure its initial submission is complete and meets the requirements of the Contract Documents. Approval of such shop drawings by the Contractor and/or the Owner shall not relieve the Subcontractor of its obligation to perform the Subcontractor's Work in strict accordance with the Plans, Specifications, the Additional Provisions hereof and other Contract Documents, nor of its responsibility for the proper matching and fitting of the Subcontractor's Work with contiguous work.
- 8.3 The Subcontractor shall submit to the Contractor, with sufficient promptness and in such sequence as to cause no delay in the progress of the Subcontractor's Work or the work of the Contractor or any separate third party subcontractor, all Shop Drawings, Product Data and Samples required by the Contract Documents. The Subcontractor shall indemnify the Contractor from all loss, cost and expense (including all attorney's fees and expenses) incurred by the Contractor that may arise from or relate to any claim or allegation that the Subcontractor's submission of Shop Drawings, Product Data and Samples was incomplete or not in compliance with the Contract Documents or otherwise affected the progress of the Subcontractor's Work or the work of the Contractor or any separate third party subcontractor.

- 8.4 The Subcontractor's submission of Shop Drawings to the Contractor shall constitute the Subcontractor's representation that the Subcontractor has reviewed the submission for accuracy, completeness, and compliance with all Contract Documents. The Subcontractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Contractor's or the Owner's review of Shop Drawings, Product Data or Samples unless the Subcontractor has specifically informed the Contractor or the Owner, in writing, of such deviation at the time of submission and the Contractor or the Owner has given written approval to the specific, identified deviation(s). The Subcontractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples, including, without limitation, any failure to comply with the Contract Documents, by the Contractor's or the Owner's review thereof.
- 8.5 The Subcontractor shall make any corrections required by the Owner and/or the Contractor and shall resubmit the required number of corrected copies of Shop Drawings or new Samples. Resubmittal of Shop Drawings necessitated by required corrections shall not be sufficient grounds for an extension of Subcontract Time. The Subcontractor shall direct specific attention in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than the corrections requested on previous submittals.
- 8.6 When professional certifications or calculations of performance criteria for materials, systems, designs or equipment is required by the Contract Documents, the Contractor shall be entitled to rely upon the accuracy and completeness of such calculations and certifications as furnished by the Subcontractor. The Subcontractor agrees to defend, indemnify and hold harmless the Contractor from all loss, cost and expense (including attorney's fees and expenses) incurred due to any allegation that the certifications or calculations of performance criteria for materials, systems, designs or equipment is inadequate, in error or not in conformance with the Contract Documents.
- 8.7 No substitutions shall be made in the Subcontractor's Work unless permitted in the Contract Documents and only upon the Subcontractor's receipt of all written approvals for substitutions required by the Contract Documents. In the event the substitution(s) causes, in whole or in part, additional cost and expense to the Contractor or other third party subcontractors, the Subcontractor shall be responsible for and immediately reimburse the Contractor for such additional cost and expense.

ARTICLE 9 SUITABILITY OF OTHERS WORK

- 9.1 Should the proper and accurate performance of the Subcontractor's Work hereunder depend upon the proper and accurate performance of other work not covered by this Agreement, the Subcontractor shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Subcontractor's Work hereunder, and before proceeding with the Subcontractor's Work hereunder, report promptly to the Contractor, in writing, any such improper conditions and defects and allow the Contractor a reasonable time to have such improper conditions and defects remedied. Should the Subcontractor fail to provide written notice to the Contractor, as required herein, before proceeding or taking remedial action, the Subcontractor shall assume the full and sole responsibility and liability for all cost, expense or damage incurred by the Subcontractor for said installation or remedial action and/or incurred by the Contractor in correcting said defect in the Subcontractor's Work (including replacement of the Subcontractor's Work or material) and the Subcontractor releases the Contractor from all liability and agrees to indemnify the Contractor from all costs, expenses or damages, (including attorney's fees and expenses), incurred thereby.

ARTICLE 10 PLANS

- 10.1 The Work hereunder is to be Performed and furnished under the direction and to the satisfaction of the Owner, the Architect and the Contractor. The decision of the Owner or the Architect as to the true construction, meaning and intent of the Plans and Specifications shall be final and binding upon the Subcontractor. The Contractor will furnish to the Subcontractor such additional information and drawings as may be prepared by the Architect to further describe the Subcontractor's Work. The Subcontractor shall conform and abide by such additional information and drawings. The Subcontractor shall not make any

changes, additions and/or omissions in the Subcontractor's Work except upon written order of the Contractor as provided in Article 11 hereof.

- 10.2 The Subcontractor shall maintain and produce, upon request by the Contractor, the manpower count, equipment usage and a description of the Subcontractor's Work that was performed on each day of work. The Subcontractor shall conform to all prevailing wage and certified payroll requirements applicable to the Subcontractor's Work and required by the Contract Documents. The Subcontractor shall submit, each week, complete daily payroll records for that week for all of Subcontractor's employees working on the Project. The payroll records shall include: name, last four (4) digits of the applicable social security number, hours worked, employer, all applicable hourly rates and corresponding hours for same, benefits paid, gross wage paid, all deductions and net wages paid per employee.
- 10.3 The Subcontractor shall maintain Plans and other documents at the Project Site and update them daily to reflect the current progress of the Subcontractor's Work. The Subcontractor shall make the Plans and other documents available for inspection upon request by the Contractor. The Subcontractor shall furnish final As-Built Plans to the Contractor as part of its final payment obligations upon completion of the Subcontractor's Work. The Subcontractor's compliance with the requirements of Section 10.3 is a condition precedent to the Contractor's obligation to make interim progress and final payment to the Subcontractor. The Subcontractor's records and documents related to this Agreement shall be subject to audit by the Contractor and shall be available to the Contractor upon two (2) days written notice. The Subcontractor shall retain all of its records related to this Agreement and Project for a period of ten (10) years after the date of Substantial Completion for the General Contract. The Subcontractor agrees that the failure to abide by the provisions of Section 10.3 shall be deemed a material breach of this Agreement.
- 10.4 At completion of the Subcontractor's Work and before final certificate of completion is issued, the Subcontractor shall turn over to the Contractor, all sets of Plans which were stamped and approved by the Building Department, and all permits or certificates issued for the Subcontractor's Work.
- 10.5 The parties hereby agree that the Contractor shall have the irrevocable, nonexclusive right to utilize and/or copy any designs, Plans, Specifications, Contract Documents, documents and copyrightable work representing Design Services pursuant to Article 31 of this Agreement, coordination and other documents prepared by the Subcontractor for the Subcontractor's Work in the event the Contractor completes the Subcontractor's Work with another subcontractor upon the material and continuing default of the Subcontractor after written notice thereof and termination by the Contractor in accordance with this Agreement, expands the Project, corrects any deficiencies, or makes any renovations or repairs to the Project. The Contractor agrees that it shall remove all identification legends and symbols including all seals, stamps and other items which identify Subcontractor as the author of the Plans and Specifications. The Contractor shall neither hold out nor attribute any altered, modified, or revised Plans and Specifications to be the work product of Subcontractor. Any alteration, modification or revision to the Plans and Specifications will be performed by architects and/or engineers suitably licensed who will be deemed architects or engineers of record for all work performed with the altered Plans and Specifications. The Subcontractor shall have no responsibility for the Contractor's use of designs, Plans, Specifications, or other Contract Documents as permitted herein.

ARTICLE 11 CHANGES

- 11.1 The Contractor reserves the right to make changes, additions and/or omissions in the Subcontractor's Work, from time to time, whether the Subcontractor's Work, or any part thereof, shall or shall not have been completed, as it may deem necessary, upon written order to the Subcontractor. The value of the Subcontractor's Work to be changed, added or omitted shall be stated in said written order and shall be added to or deducted from the Subcontract Amount.
- 11.2 The value of the Subcontractor's Work to be changed, added or omitted shall be determined by the lump sum or unit prices, if any, stipulated herein for such work. If no such prices are stipulated, such value shall be determined by whichever of the following methods or combination thereof that the Contractor may elect:

- .1 By adding or deducting lump sum cost agreed to between the Contractor and the Subcontractor that has been properly itemized and supported by sufficient data to permit evaluation.
 - .2 An amount determined by the unit prices listed in Schedule B attached hereto, or as may be otherwise agreed upon between the Contractor and the Subcontractor.
 - .3 By adding (1) the actual net cost to the Subcontractor of labor, in accordance with established rates, including required union benefits and payroll taxes and insurance, (3) the actual cost of the Subcontractor's Sub-tiers, (3) the actual cost to the Subcontractor of materials and equipment and such other direct costs as may be approved by the Contractor, (4) an allowance of the permitted overhead and profit markup, refer to Schedule A, section D.2 to cover all direct, indirect, consequential and impact costs incurred thereby.
- 11.3 Should the parties hereto be unable to agree as to the value of the Subcontractor's Work to be changed, added or omitted, the Subcontractor shall proceed with the work promptly under the written order of the Contractor on an agreed upon cost plus basis, not to exceed a pre-determined maximum amount, subject to final determination pursuant to the provisions of Articles 12 or 30 herein.
 - 11.4 In the case of omitted Subcontractor's Work, the Contractor shall have the right to withhold from payments due or to become due to the Subcontractor an amount which, in the Contractor's opinion, is equal to the value of such omitted Subcontractor's Work until such time as the value thereof is determined by agreement of the Owner or the provisions of Articles 12 or 30 herein.
 - 11.5 All changes, additions or omissions in the Subcontractor's Work ordered in writing by the Contractor shall be deemed to be a part of the Subcontractor's Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the other Contract Documents.
 - 11.6 A Change Order signed by the Subcontractor with no change in the Subcontract Time shall establish the Subcontractor's agreement that there is no change in Subcontract Time associated with the specific Change Order. The Subcontractor acknowledges that any attempt to preserve a future request for a time extension due to the performance of any Subcontractor's Work associated with a Change Order or the cumulative effects of multiple change orders is ineffective and has no force or effect pursuant to this Agreement. The Subcontract Price and the Subcontract Time may be changed only a written Change Order signed by the Contractor and the Subcontractor shall provide or perform additional Subcontractor's Work, make other Changes in the Subcontractor's Work and comply with the provisions of a Change Order the same as though the Change Order had been a part of the original Contract Documents, according to the terms of the Change Order.
 - 11.7 It is an express condition precedent to the Contractor's payment to the Subcontractor on account of changes made or directed by the Owner that the Contractor shall have received such payment from the Owner for the change in the Subcontractor's Work. Each payment by the Contractor to the Subcontractor on account of such Change Order shall be equal to the Subcontractor's allocable share of the Contractor's payment from the Owner for the change as determined by the Contractor. In no event, however, shall the overhead and profit charged by the Subcontractor pursuant to Section 11.2.3 on a Change Order exceed the overhead and profit awarded the Contractor by the Owner for the Change Order.

ARTICLE 12 EXTRAS

- 12.1 If the Subcontractor makes a claim for an increase to the Subcontract Amount (Claim), the Subcontractor shall give the Contractor written notice of same, by email providing confirmation of receipt, within five (5) days (but in no event more than one (1) day less than the period of time necessary for the Contractor to comply with the notice provisions of the General Contract as set forth in the Contract Documents) after the occurrence of the event giving rise to such claim. This notice shall be given by the Subcontractor and approval to proceed issued by the Contractor, in writing, before the Subcontractor proceeds to perform said extra work or incur said extra expense. The Subcontractor agrees that said written notice and written

approval to proceed are conditions precedent to the Subcontractor's right to assert said claim against Contractor and Subcontractor waives any claim if the Subcontractor fails to comply with the above provisions. The Subcontractor further agrees not to proceed with the performance of any extra work or incur said extra expense hereunder unless the same shall be fully agreed upon in writing by the Contractor prior to the performance of any such extra work or incur said extra expense. In the event that agreement cannot be reached as to the value of said extra work or extra expense, at the Contractor's direction, the Subcontractor shall proceed with said extra work or extra expense under protest and may seek redress in accordance with the procedures as stated in this Agreement and the other Contract Documents.

- 12.2 Subsequent to the notice required by Section 12.1, the Subcontractor must provide a submission providing further documentation and support for the Claim referenced in Section 12.1 (Submission) to the Contractor by the earlier of: (1) three (3) days prior to the date by which the Contractor is obligated to submit a similar Submission to the Owner; or (2) within fifteen (15) days from the written notice required by Section 12.1. The Submission must include: (1) the amount of money and/or time extension sought by the Subcontractor, and the contractual and factual basis for each. A time extension request must be based on a CPM-based time impact analysis; (2) a general statement of the basis for the Claim; (3) the facts underlying the Claim; (4) the written Section 12.1 notice to the Contractor; (5) reference to the applicable Contract Documents; and (6) all documentation that describes, relates to, and/or supports the Claim and all documents required to be submitted for a Claim under the Contract Documents. Where the Owner or some entity requires further information or documentation of any Claim, the Subcontractor shall submit such information or documentation to the Contractor no later than one (1) week prior to the date by which Contractor is obligated to provide such information or documentation to the Owner or entity.
- 12.3 The Submission must be sent by email providing confirmation of receipt. As part of the Submission requirements, the Subcontractor shall keep complete, written records of the labor, materials and equipment used to perform any Claim work and shall submit, by hand-delivery, the written Claim records to the Contractor's superintendent or project manager, on every business day that any Claim work has been performed, or the Subcontractor waives any right for compensation for Claim work on any day for which said written records are not kept and submitted as required herein. If requested by the Contractor, Subcontractor shall permit Contractor to inspect and copy any of Subcontractor's documents pertaining to the Claim, failure of which shall be deemed a waiver of such Claim. The Subcontractor expressly acknowledges, consents, and agrees to the time, content, records, and delivery requirements of both the written notice and Submission requirements of Sections 12.1, 12.2 and 12.3 and that the written notice, Submission and documentation requirements will be strictly enforced, are material terms of this Agreement, are necessary for the Contractor to mitigate adverse consequences arising out of or related to Subcontractor's Claim, that the Contractor will be prejudiced if the notice, Submission and documentation requirements are not followed by the Subcontractor, and agrees that any failure on the part of the Subcontractor to submit the written notice Submission and documentation in strict accordance with the requirements contained within this Article, will constitute a waiver of the Subcontractor's right to pursue the Contractor or the Contractor's surety for the Claim. The Subcontractor agrees that, notwithstanding case law decisions or statutes to the contrary, Contractor's actual or constructive notice of the Claim or the Contractor's knowledge of any facts or circumstances supporting the Claim, does not satisfy the written notice Submission and documentation requirements for a Claim, nor prevent the Subcontractor's waiver of the Claim. Pending final resolution of a Claim or any other dispute between the Subcontractor and the Contractor, unless otherwise agreed in writing, the Subcontractor shall proceed diligently with performance of the Subcontractor's Work, including Claim or disputed work, without interruption, deficiency, or delay. The Subcontractor agrees, until such time as the Contractor has exhausted its dispute provisions with the Owner, third party subcontractor or such other third-party, to toll and stay its rights under the Contractor's bond, including its Miller Act or other statutory bond rights, and Subcontractor also agrees to file no litigation pertaining to a Claim or the Subcontractor's Work or this Agreement or the Project, whether sounding in contract, tort, equity, or other non-contractual theory. If the Contractor or the Contractor's surety is the prevailing party, even partially, against the Subcontractor's Claim, claim against the Contractor's bond or a mechanics lien, the Subcontractor shall reimburse all of the Contractor's and the Contractor's surety's costs incurred in investigating, responding to, defending against, and resolving such Claims, claims, and mechanics liens including, but not limited to, their reasonably estimated in-house costs, outside attorneys' fees, and the cost to bond over the lien.

- 12.4 Notwithstanding the above, the Subcontractor agrees that it shall accept, as full and complete satisfaction of any and all Claims against the Contractor for extras or extra expense, pursuant to this Agreement, the amount, if any, that the Contractor actually receives by settlement, negotiation, judgment or otherwise from the Owner, a third party subcontractor or such other third party for said extras or extra expense. The Subcontractor acknowledges and agrees that it has no claim or demand and will not seek recovery from the Contractor except to the extent of the recovery actually obtained by the Contractor from the Owner, a third party subcontractor or such other third party. The Contractor agrees to submit the Subcontractor's Claim for extras or extra expense in accordance with the terms and conditions of the General Contract or any other applicable agreement in the form and substance as presented by the Subcontractor to the Contractor. The Subcontractor agrees to provide the Contractor with all necessary assistance required by the Contractor to advance the Subcontractor's Claim for extras or extra expense including, but not limited to, expert advice and assistance. The Subcontractor agrees to promptly reimburse the Contractor, upon demand, for all cost and expense (including attorney's fees and expenses) incurred by the Contractor in advancing the Subcontractor's Claims for extras or extra expense to the Owner, a third party subcontractor or such other third party. Should the Subcontractor fail to promptly reimburse the Contractor within fourteen (14) days from demand, the Subcontractor acknowledges that it has waived said claim for extras or extra expense and has fully and completely released the Contractor from any further responsibility to the Subcontractor for such Claim(s) unless the Contractor agrees in writing otherwise.
- 12.5 The Subcontractor waives its right to recover consequential damages including, but not limited to, loss of use, revenue or profit, actual or anticipated or otherwise, special, incidental, indirect, exemplary, multiple or punitive damages, legal fees and interest arising from this Agreement, Project or a Claim. The Subcontractor acknowledges that in agreeing to the Subcontract Amount it has assessed the potential impact of Article 12 on its ability to recover additional compensation in connection with a future Claim, and agrees that these limitations on recovery will apply regardless of the accuracy of the Subcontractor's assessment or actual costs incurred by the Subcontractor.

ARTICLE 13 INSPECTION/REJECTION OF THE WORK

- 13.1 The Subcontractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Subcontractor's Work by Contractor, the Owner, and their authorized representatives in the field, at shops, or at any other place where materials or equipment for the Subcontractor's Work are in the course of preparation, manufacture, treatment or storage. The Subcontractor shall notify the Contractor, in writing, when portions of the Subcontractor's Work are ready for inspection or testing. The Subcontractor shall be responsible for all cost and expense incurred by the Contractor or the Owner if Subcontractor's Work fails such inspection or testing and requires re-inspection. The Subcontractor shall at all times furnish the Contractor, the Owner and their representatives adequate facilities for inspection or testing materials or equipment at the Project site or any materials or equipment under this Agreement may be in the course of preparation, manufacture, fabrication or treatment. The Subcontractor shall, within twenty-four (24) hours after receiving written notice from Contractor to that effect, proceed to take down all portions of the Subcontractor's Work and remove from the Project Site all materials, whether worked or unworked, which the Owner or the Contractor shall condemn as unsound, defective or improper or as in any way failing to conform to this Agreement or the Plans, Specifications or other Contract Documents, and the Subcontractor, at its own cost and expense, shall replace the same with proper and satisfactory Subcontractor's Work and materials and make good all damaged or destroyed Subcontractor's Work by or as a result of such unsound, defective, improper or nonconforming materials or by the taking down, removal or replacement thereof. If requested by the Contractor, the Subcontractor shall also correct any work of the Contractor or the Owner or other third party subcontractors which is affected by the Subcontractor's correction of the Subcontractor's defective or deficient Work (collectively Affected Work). All costs incurred with performing, correcting and replacing Subcontractor's defective and deficient Work or Affected Work in a manner and time acceptable to the Contractor shall be borne by the Subcontractor without any increase in the Subcontract Amount or the time to perform the Subcontractor's Work. If the Subcontractor, by its actions or words, indicates that it is unable or unwilling to correct the Subcontractor's defective or deficient Work or perform the Affected Work in a time and manner acceptable to the Contractor, the Contractor may immediately after written notice to the Subcontractor, correct the Subcontractor's defective or deficient Work and perform the Affected Work and the Subcontractor shall

immediately reimburse the Contractor for all cost and expense incurred thereby. No inspection, acceptance or review of the Subcontractor's Work by the Contractor, the Owner or their representatives, nor any failure to inspect, accept or review, including punchlists, shall relieve the Subcontractor of its obligation to perform the Subcontractor's Work in strict compliance with the Contract Documents, nor be used by Subcontractor's surety as a defense to the Contractor's claim on the Subcontractor's bond.

ARTICLE 14 TERMINATION

- 14.1 Upon the Subcontractor becoming insolvent, upon the appointment of a receiver for the Subcontractor, or upon the Subcontractor making an assignment for the benefit of creditors, this Agreement shall, without notice or right to cure, be terminated, and the Contractor shall be deemed to have declared, and Subcontractor agrees, that Subcontractor is in default of this Agreement. If an order for relief is entered under Title 11 of the United States Code (i.e. the Bankruptcy Code) at the behest of the Subcontractor, the Contractor may terminate this Agreement by giving written notice of such termination to the Subcontractor and/or, if applicable any examiner or trustee appointed pursuant to or in accordance with the Bankruptcy Code, it being the agreement of the parties hereto that, in addition to whatever other requirements were imposed upon and/or undertaken by the Subcontractor and agreed to by the Contractor herein, this Agreement was awarded to the Subcontractor, in part, due to the peculiar and specialized talents, skills, competencies and attributes of the Subcontractor that made and/or make it uniquely suited to the needs of the Contractor and/or the Owner with respect to the completion of the Project. The Contractor reserves all of its rights and remedies, at law and equity, with respect to this Agreement and its nature, including the right of recoupment, and including, but not limited to, whether or not it is an executory contract, may be assumed and/or assigned, and whether or not the Subcontractor, any receiver, assignee, examiner, trustee, custodian, or other appointed or to be appointed or approved, by law, equity or court of competent jurisdiction, including any proposed successor to the Subcontractor, can provide adequate assurances of future performance. Upon the Subcontractor becoming insolvent, upon the appointment of a receiver for the Subcontractor, upon the Subcontractor making an assignment for the benefit of creditors, or upon the entry of an order for relief at the behest of or with respect to the Subcontractor under the Bankruptcy Code, the Subcontractor shall, in addition to any and all other remedies to which the Contractor is or becomes entitled, compensate the Contractor within a reasonable time for any and all actual pecuniary loss resulting from such event(s) as well as any and all reasonable attorney's fees and legal cost incurred by the Contractor in connection therewith.
- 14.2 If the Subcontractor is not maintaining the schedule for the Subcontractor's Work as required by the Contractor at the time of entering an order for relief, or at any subsequent time, the Contractor, while awaiting the decision of the Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Article 14 as are reasonably necessary to maintain the Project Schedule. The Contractor has the right of recoupment and may also offset against any sums due or to become due the Subcontractor all costs incurred in pursuing any of the remedies provided herein, including, but not limited to, reasonable overhead, profit, loss, and reasonable attorney's fees and legal costs. The Subcontractor and/or any successor(s) thereto, including any estates, Bankruptcy or otherwise, and Subcontractor's surety shall be liable to Contractor for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Amount.
- 14.3 If the Contractor determines at its sole discretion that the Subcontractor has: (i) refused or failed to supply enough properly skilled workers, proper materials, or maintain the schedule for the Subcontractor's Work as required by the Contractor; (ii) failed to make prompt payment for, or failed to prevent claims of non-payment from, its workers, Sub-tiers or suppliers of any tier; (iii) disregarded Laws or orders of any public authority having jurisdiction; (iv) otherwise materially breached, a provision of this Agreement; or (v) if Contractor has a reasonable doubt that this Agreement can be completed for the balance then unpaid or if the Subcontractor owes funds to the Contractor due to Set-off or otherwise at any time, including but not limited to after Substantial or Final Completion of the Project, the Subcontractor shall be in default of this Agreement. If the Subcontractor fails within seventy-two (72) hours after receipt of written notice from the Contractor to commence and continue to satisfactory correct such default with diligence and promptness, the Subcontractor shall have materially breached this Agreement, and the Contractor, without prejudice to

any other rights or remedies, shall have the right to any or all of the following remedies: (i) supply such number of workers and quantity of materials, equipment and other facilities to perform all or such part of the Subcontractor's Work as the Contractor shall determine will provide the most beneficial completion of the Project, and charge the cost thereof to the Subcontractor, who shall be liable for the payment of same including reasonable overhead, profit and attorney's fees; (ii) contract with one or more additional subcontractors to perform all or such part of the Subcontractor's Work as the Contractor shall determine will provide the most beneficial completion of the Project and charge the cost thereof to the Subcontractor who shall be liable for the payment of same including reasonable overhead and profit; (iii) discharge the claim of non-payment; and/or (iv) withhold payment of any moneys due the Subcontractor pending corrective action to the extent required by and to the satisfaction of the Contractor and the Owner. Any costs and damages incurred by the Contractor under this Section 14.3 or the Agreement, including attorney fees, shall be unilaterally deducted from funds otherwise due the Subcontractor under this Agreement, and the Subcontractor and the Subcontractor's surety shall be liable for the payment to the Contractor of the amount by which such costs and damages exceed the unpaid balance of the Subcontract Amount. The Contractor may use any materials, implements, equipment, appliances, or tools furnished by or belonging to the Subcontractor to complete the Subcontractor's Work. The Subcontractor shall provide the Subcontractor's surety with all notices from the Contractor relating to deficiencies, or alleged deficiencies, in the Subcontractor's performance of this Agreement, including but not limited to those referred to in this Section 14.3, and the Subcontractor's surety agrees that if the Subcontractor fails to provide the surety with such information, the Subcontractor's surety will not use lack of notice from the Contractor as a defense to any claim by the Contractor on the Subcontractor's bond. In instances where the Subcontractor is failing or having difficulty in fulfilling its obligations under the Agreement, the Contractor, either prior to or after the Subcontractor's default, may allow the Subcontractor to continue performance under this Agreement, and such actions by the Contractor may not be used by the Subcontractor's surety as a defense, either partial or otherwise, to a subsequent claim by the Contractor on the Subcontractor's bond. In the event of, or subsequent to, an emergency affecting the safety of persons or property, the Contractor may proceed as outlined above without notice or an opportunity to cure the default. If the Contractor shall have reasonable grounds to question the Subcontractor's intent or ability to perform, the Contractor may, in writing, demand that the Subcontractor give adequate assurance, in writing, of its intent or ability to perform. If such a demand is made and no written assurance adequate to the Contractor is given within five (5) calendar days, the Contractor may treat this failure to give such adequate assurance as a default or an anticipatory repudiation of this Agreement. In the event of a default, the Contractor, without prejudice to any other rights or remedies, shall have the right to any or all of the remedies stated above.

- 14.4 If the Subcontractor fails to commence and satisfactorily continue correction of a default within seventy-two (72) hours after the notice is issued under Section 14.3, then the Contractor may, in lieu of or in addition to the remedies provided therein, terminate this Agreement or a portion thereof, and use any materials, implements, equipment, appliances or tools furnished by or belonging to the Subcontractor to complete the Subcontractor's Work. The Contractor also may furnish those materials, equipment and/or employ such workers or subcontractors as the Contractor deems necessary to maintain the orderly progress of the Project Schedule. In the event of termination, the Subcontractor shall immediately discontinue performance of the Subcontractor's Work and demobilize from the Project. The Subcontractor shall take the steps necessary to preserve and protect the Subcontractor's Work in progress and mitigate any damages. Subcontractor shall receive no further payment of any unpaid portion of the Subcontract Price until such time as the Subcontract Work is completed, at which time Subcontractor will be entitled to the unpaid portion of the Subcontract Price, less all of the costs incurred by the Contractor in so performing the Subcontractor's Work, including reasonable overhead, profit, liquidated or consequential damages, and attorney's fees, which shall be deducted from any moneys due or to become due the Subcontractor. The Subcontractor and the Subcontractor's surety shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Amount.
- 14.5 Should the General Contract between the Contractor and the Owner be suspended or terminated, or should any part of the Contractor's work which includes the Subcontractor's Work be suspended or terminated, or should the Owner direct the Contractor to terminate this Agreement, the Contractor shall so notify the Subcontractor, in writing, and upon receipt of said notice, this Agreement shall be, as directed by the Contractor at Contractor's sole option, either assigned to another person or entity, suspended, terminated or

reaffirmed (either in full or for a specific time period, as determined by the Contractor). If the Contractor notifies the Subcontractor that this Agreement is suspended or terminated, the Subcontractor shall immediately stop the Subcontractor's Work, unless directed otherwise by the Contractor. To the extent the Agreement is reaffirmed, all rights and obligations under the Agreement will remain in full force and effect during the reaffirmed period of time. In the event of such Owner suspension or termination, the Contractor's liability to the Subcontractor is limited to the extent of the Contractor's recovery on the Subcontractor's behalf as provided in Article 12 of this Agreement.

- 14.6 The Contractor shall have the right to terminate for convenience the Subcontractor's performance of all or a part of the Subcontractor's Work by providing the Subcontractor with a written notice of termination of convenience which shall be effective upon receipt by the Subcontractor. The Subcontractor shall immediately discontinue performance of the Subcontractor's Work and demobilize from the Project. Subcontractor shall take the steps necessary to preserve and protect the Subcontractor's Work in progress and shall use its best efforts to mitigate its costs in connection with the termination. If the Contractor's contract with the Owner has not been terminated and the Subcontractor is not in default on any provision of this Agreement, the Subcontractor shall be paid the reasonable value to the Contractor of the Subcontractor's Work performed prior to termination plus reasonable direct close-out costs if and when payment therefore is received by the Contractor from the Owner, which is a condition precedent to the Contractor's obligation to pay the Subcontractor, less setoffs, less the Contractor's cost (plus a reasonable markup for overhead and profit) to repair the Subcontractor's Work previously completed by the Subcontractor, less the cost to complete the Subcontractor's Work (plus a reasonable markup for overhead and profit) which the Subcontractor inaccurately stated was complete and payment made, but in no event shall the Subcontractor be entitled to payment for unperformed Subcontractor's Work, unabsorbed overhead, lost profits on unperformed Subcontractor's Work, or indirect or consequential damages of any kind.
- 14.7 If it is determined upon adjudication that the Contractor wrongfully exercised the Contractor's remedy options under any of the provisions of Article 14, that action shall be deemed, upon such determination, as a deductive change order. If upon adjudication that the Contractor wrongfully exercised the Contractor's termination options under any of the provisions of Article 14, that termination shall be deemed, upon such determination, as a termination for the Contractor's convenience pursuant to Section 14.6 and the Subcontractor shall be entitled to the applicable compensation provided for in Section 14.6 of this Agreement. The Subcontractor's remedies under this paragraph shall be exclusive.
- 14.8 The Subcontractor, by execution of this Agreement, contingently assigns to the Contractor all of the Subcontractor's Sub-tier agreements and purchase orders relating to the Subcontractor's Work, and consents to this Agreement being assigned to the Owner in accordance with the terms of the General Contract. The assignment of each of the Subcontractor's Sub-tier agreements and purchase orders shall take effect only upon the Subcontractor's termination or default under Article 14 and the Contractor's affirmative acceptance of the assignment of the specific Sub-tier agreements or purchase order by written notice to the Subcontractor and the Subcontractor's Sub-tiers or material supplier. The Contractor shall have no liability to any of the Subcontractor's Sub-tiers or material suppliers unless and until the Contractor affirmatively accepts the assignment as provided above and then such liability shall relate to the Subcontractor's Work performed and material or supplies ordered only from the date of the Contractor's acceptance of the assignment after the Subcontractor's termination. The Subcontractor shall ensure that each of its Sub-tier agreements and purchase orders relating to the Subcontractor's Work are assignable to the Contractor.
- 14.9 Termination of this Agreement by the Contractor or abandonment by the Subcontractor shall not relieve the Subcontractor from the Subcontractor's obligations in connection with the Subcontractor's Work performed prior to termination or abandonment nor will such termination or abandonment abrogate any obligations of the Subcontractor under, or rights or remedies afforded to the Contractor by this Agreement or the Contract Documents including without limitation, the Subcontractor's indemnity obligations.

ARTICLE 15 DAMAGE TO THE WORK

- 15.1 The Subcontractor shall secure and protect the Subcontractor's Work and all materials, and shall bear and be liable for all loss and/or damage of any kind in connection therewith, at any time prior to Final Completion and acceptance thereof, unless said damage or loss is subject to the provisions of the Builder's Risk Property Insurance as they may apply. The Subcontractor agrees to assume the responsibility to determine whether Builder's Risk Insurance is in force. The Subcontractor shall be responsible for all Builder's Risk and Property insurance deductibles that the Contractor has assumed responsibility therefore in the General Contract with the Owner.
- 15.2 The Contractor shall not be responsible for loss of or damage to materials, tools, equipment, appliances, falsework, scaffolds or other personal property owned, rented or used by the Subcontractor or anyone employed by it in the performance of the Subcontractor's Work, however caused.
- 15.3 Builder's Risk Insurance (with extended coverage, if specified or otherwise required) may be maintained by the Owner or the Contractor upon materials supplied for permanent use or incorporation in the Project or incident to the construction thereof, the capital value of which is included in the cost of the Subcontractor's Work. Unless otherwise stated the Builder's Risk Insurance coverage will not extend to the Subcontractor's machinery, tools, equipment, appliances or other personal property owned, rented or used by the Subcontractor or anyone employed by it in the performance of the Subcontractor's Work.
- 15.4 The total value of the property described above as insurable under this Article and which is shown on the approved monthly Application for Payment provided for in Article 4, plus the total value of similar property incorporated in the Project or delivered to the Project Site during the month but not included in said Application for Payment, as reported by the Subcontractor to the Contractor for insurance purposes only, shall determine the total value of the Subcontractor's Work, materials and equipment to be insured under Section 15.3.
- 15.5 The Contractor's maximum liability to the Subcontractor under Section 15.3 shall be for not more than that proportion of any loss which the last reported value of the Subcontractor's Work bore to the actual value of said Subcontractor's Work at the time of such last report, and in no event for more than the actual loss.
- 15.6 In the event of a loss insured under this Article 15, the Subcontractor shall be bound by any adjustment which shall be made between the Contractor or the Owner and the insurance company or companies. Loss, if any, shall be made payable to the Contractor and/or the Owner as their interests may appear, for the account of whom it may concern. It is an express condition precedent that the Contractor's obligation to reimburse the Subcontractor for any insurable loss hereunder is contingent upon the Contractor's actual receipt of said insurance proceeds attributable to said insurable loss from the Owner or the applicable insurance company or companies.

ARTICLE 16 CLEANING UP

- 16.1 The Subcontractor shall, at its own cost and expense, follow the Contractor's clean-up directions and (1) keep the Project site free at all times from all waste materials, packaging materials and other rubbish, dirt and debris accumulated in connection with the execution of the Subcontractor's Work and shall remove said materials and rubbish as directed by the Contractor; (2) clean and remove from the Subcontractor's Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of Subcontractor's Work and make good all defects resulting therefrom; (3) at the completion of Subcontractor's Work in each area, perform such cleaning as may be required to leave the area "broom clean"; and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the Subcontractor fail to perform any of the foregoing to the Contractor's satisfaction, the Contractor shall have the right to perform and complete such work itself or through others and charge the cost thereof to the Subcontractor as determined by the Contractor in its sole discretion.

ARTICLE 17 RULES AND REGULATIONS

- 17.1 The Subcontractor shall obtain and pay for all necessary permits and licenses pertaining to the Subcontractor's Work and shall comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, standards, orders, notices and requirements, including, those relating to safety and with the requirements of the American Insurance Association, whether or not provided for by the Plans, Specifications, General Conditions or other Contract Documents, without additional charge or expense to the Contractor, and shall also be responsible for and correct, at its own cost and expense, any violations thereof resulting from or in connection with the performance of the Subcontractor's Work. The Subcontractor shall, at any time upon demand, furnish such proof as the Contractor may require showing such compliance and the correction of such violation. The Subcontractor agrees to defend, save harmless and indemnify the Contractor from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations.
- 17.2 The Subcontractor warrants and represents that it possesses all licenses and meets all the requirements of the Contract Documents, which are required to perform the Subcontractor's Work. The Subcontractor shall give sufficient and timely notice to all authorities having jurisdiction over Subcontractor's Work and secure and pay for all permits, fees, licenses, assessments, inspections, tests, and taxes related to the Subcontractor's Work. The Subcontractor shall cooperate and assist the Contractor in securing building and occupancy permits. The Subcontractor shall immediately notify the Contractor of any deficiency in Subcontractor's Work reported by any authority have jurisdiction or the denial of any permit, licenses, certificate of testing, inspection, and occupancy. Upon request by the Contractor, the Subcontractor shall submit applicable permits, licenses certificates of testing, inspection, and occupancy to the Contractor.

ARTICLE 18 STRIKES AND WORK STOPPAGES

- 18.1 The Subcontractor shall not employ any class of labor, means, materials, methods or equipment, including improper classification of employees as independent contractors which may cause strikes, work stoppages, bannerings, labor demonstrations, informational picketing or any disturbances by labor employed by the Subcontractor, the Contractor or other contractors or subcontractors on or in connection with the Subcontractor's Work or the Project or the location thereof. The Subcontractor agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the Subcontractor's Work is being done and that it shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article 18 shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. Should the Subcontractor fail to carry out or comply with any of the foregoing provisions, the Contractor shall have the right, in addition to any other rights and remedies provided by this Agreement or the other Contract Documents or by law, after three (3) days written notice mailed or delivered to the Subcontractor's last known address, to terminate this Agreement or any part thereof or the employment of the Subcontractor for all or any portion of the Subcontractor's Work, and, for the purpose of completing the Subcontractor's Work, to enter upon the Project Site and take possession of the Subcontractor's materials, implements, equipment, appliances or tools, in the same manner, to the same extent and upon the same terms and conditions as set forth in Article 14 of this Agreement.
- 18.2 To the fullest extent not prohibited by law and without limitation of any other provision hereof, the Subcontractor agrees that if for any reason labor employed by the Subcontractor (or any other person or entity engaged by the Subcontractor in connection with the Subcontractor's Work or for whose work the Subcontractor is responsible), with the intent of impeding or stopping the progress of the Subcontractor's Work, individually or in connection with others, unlawfully strikes, slows down or otherwise engages or participates in any other withholding of or interference with services (including, without limitation, honoring pickets or picket lines, improperly performing work required to be performed under the Contract Documents or making claims resulting in work jurisdiction disputes), and all or any of such actions impede or stop the progress of the Subcontractor's Work (and being herein referred to as an "Improper Labor

Practice”), the Contractor shall have the right to require that the Subcontractor and/or any such other person or entity take immediate action to bring about a return to normal operations and in any event maintain the progress of the Project.

- 18.3 In the event of any such Improper Practice, the Subcontractor agrees to discipline any of the Subcontractor’s employees or such other person or entity engaged in the above-described conduct in a manner consistent with lawful labor practices and calculated to bring about an end to such conduct.
- 18.4 In addition, if the Improper Practice is subject to grievance and/or arbitration procedure under an applicable labor agreement between the Subcontractor or such other person or entity and a union, the Subcontractor shall be required, at the Subcontractor’s own expense, (and the Subcontractor shall require all such other persons or entities to) to take all action, including legal action, as may be required to have the dispute resolved by such grievance or arbitration procedure (including, but not limited to, obtaining prompt injunctive relief under State or Federal law). Notwithstanding such procedures, the Subcontractor shall not be relieved of the Subcontractor’s obligation to maintain the progress of the Project.
- 18.5 In the event that the Subcontractor or any other such person or entity fails, in the opinion of the Contractor, to take prompt remedial action as provided above, the Contractor shall have the right to (1) take such action in the name of the Subcontractor and/or other person or entity as may be reasonably necessary to obtain an end to the Improper Practice, including legal action, and (b) charge all costs and expenses connected therewith to the Subcontractor (including, but not limited to, legal, accounting, administrative and other direct, indirect, general and special expenses).

ARTICLE 19 TAXES AND CONTRIBUTIONS

- 19.1 The Subcontractor, for the Subcontract Amount herein provided for, hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the Contractor and the Owner from and against the payment of:
- 19.2 All contributions, taxes or premiums, (including interest and penalties thereon), which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed, engaged in the Subcontractor’s Work to be performed and furnished under this Agreement.
- 19.3 All sales, use, personal property and other taxes, (including interest and penalties thereon), required by any Federal, State, County, Municipal or other law to be paid or collected by the Subcontractor or any of its sub-tiers or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the Subcontractor’s Work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Subcontractor’s Work.
- .1 All pension, welfare, vacation, annuity, and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.

ARTICLE 20 PATENTS

- 20.1 The Subcontractor hereby agrees to indemnify, protect and save harmless the Contractor and the Owner from and against any and all liability, loss or damage and to reimburse the Contractor and the Owner for any expenses, including legal fees and disbursements, to which the Contractor and the Owner may incur because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Subcontractor’s Work or materials, equipment or other items used by the Subcontractor in its performance of the Subcontractor’s Work.

ARTICLE 21 MECHANIC'S LIENS

- 21.1 If any Sub-tier, laborer or materialman of the Subcontractor or any other person directly or indirectly acting for, through or under it files or maintains a mechanic's lien or claim against the Project or Premises or any part thereof or any interests therein or any improvements thereon or against any monies due or to become due from the Owner to the Contractor or from the Contractor to the Subcontractor, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Subcontractor's Work or under any Change Order or supplemental agreement for extra work in connection with this Agreement and the Project, the Subcontractor agrees to cause such liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within ten (10) days from the date of the filing thereof, and upon its failure to do so the Contractor shall have the right, in addition to all other rights and remedies provided under this Agreement and the Contract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged, by whatever means the Contractor chooses, at the sole cost and expense of the Subcontractor, (such cost and expense to include legal fees and disbursements). The Subcontractor agrees to defend, indemnify, protect and save harmless the Contractor and the Owner from and against any and all such liens and claims and actions brought by judgements rendered thereon, and from and against any and all loss, damages, liability, costs and expenses, including legal fees and disbursements, which the Contractor and the Owner may sustain or incur in connection therewith.
- 21.2 The Contractor shall have the right to retain from any payment then due or thereafter to become due to the Subcontractor twice the amount which it deems sufficient to: (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgement which may be recovered thereon; (2) make good any such nonpayment, damage, failure or default; and (3) compensate the Contractor and the Owner for and indemnify them against any and all losses, liability, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred by either or both of them in connection therewith.
- 21.3 The Contractor may withhold and unilaterally deduct amounts otherwise due and payable to the Subcontractor under this Agreement, or any other agreement in which the Contractor and the Subcontractor or any affiliate, subsidiary, affiliation of common ownership are parties thereto, to cover the Contractor's reasonable estimate of costs (including reasonable overhead and profit), damages or liability that the Contractor has or may incur for which Subcontractor is or may be responsible for pursuant to this Agreement or the Contract Documents or other agreements, and to reimburse the Contractor for the Contractor's costs to perform or cure any defect or deficiency in Subcontractor's Work, pursuant to Section 14.3, incurred prior to the Subcontractor's termination pursuant to Section 14.4.

ARTICLE 22 ASSIGNMENTS

- 22.1 Neither this Agreement nor any monies due or to become due hereunder shall be assignable without the prior written consent of the Contractor, nor shall the whole or any part of this Agreement be sublet without like prior written consent. Any such assignment or subletting without such prior written consent shall be void and of no effect and shall vest no right or right of action in assignee of the Subcontractor against the Contractor. The Contractor's consent to any assignment or subletting shall not relieve the Subcontractor of any of its agreements, duties, responsibilities or obligations under this Agreement and the other Contract Documents, and the Subcontractor shall remain fully responsible and liable for the defaults, neglects, acts and omissions of its assignees and Sub-tiers and all persons directly or indirectly employed by them as it is for its own defaults, neglects, acts and omissions and those of its own officers, agents, servants and employees. The Subcontractor shall bind each of its Sub-tiers to all of the terms, provisions and covenants of this Agreement and the other Contract Documents with respect to the sublet Subcontractor's Work. The Contractor's consent to any such subletting shall not be deemed to create any contractual relationship between the Contractor and any of the Subcontractor's Sub-tier(s) to whom the Subcontractor's Work or any portion thereof is sublet, and shall not vest any right or right of action in such subcontractor against the Contractor.

ARTICLE 23 SUBCONTRACTOR PROVISIONS

- 23.1 The Subcontractor shall submit a list of proposed sub-subcontractors and material suppliers (“Sub-tiers”) to the Contractor for review and approval, per Article 36.1, with execution of this Subcontract.
- 23.2 The Subcontractor shall perform all required layout of the Subcontractor’s Work in strict conformance with the Contract Documents and shall be strictly responsible for the accuracy of the Subcontractor’s Work. The Subcontractor shall perform its layout responsibilities so that the actual and final condition of Subcontractor’s Work shall result in the proper alignment of finished and adjacent surfaces.
- 23.3 All workmanship performed by the Subcontractor shall be first class to the standards required by the Contract Documents. All materials and equipment incorporated into the Subcontractor’s Work shall be new, except as permitted by the Contract Documents and shall be furnished in ample supply to support the timely and expeditious execution of the Subcontractor’s Work in strict conformance with the Project Schedule.
- 23.4 Should the Subcontractor’s Work include the incorporation or installation of materials and equipment furnished by the Contractor or the Owner, it shall be the responsibility of the Subcontractor to examine the materials and equipment upon delivery and immediately report to the Contractor any damage or incomplete shipments. Thereafter the Subcontractor shall handle, protect, store, and install such material and equipment with the required skill and care as to ensure a satisfactory and proper installation. Loss or damage caused, in whole or in part, by the actions and/or inactions of the Subcontractor shall be acknowledged as a material breach of this Agreement and the Subcontractor accepts full responsibility for all resulting loss, cost or expense incurred by the Contractor in repairing or correcting the damage.
- 23.5 The Subcontractor shall schedule to receive, accept, and unload all material and equipment deliveries with the Contractor’s on-site superintendent a minimum of seventy-two (72) hours in advance, unless the Contractor agrees to accept a shorter period of time. If the foregoing notification requirements are not adhered to, the Contractor, in its sole discretion, has the right to refuse delivery, warehouse or return to the carrier the shipment. If the Contractor exercises this right to warehouse the delivery, all costs incurred by the Contractor for handling, storage and protection of the materials and equipment shall be immediately paid by the Subcontractor. In the event the Contractor accepts the delivery on the Subcontractor’s behalf, any written acknowledgement of the delivery shall not constitute the Contractor’s acceptance of the material and equipment, until the Subcontractor inspects the material and equipment and the Subcontractor thereby assumes the complete responsibility for any and all damage, missing material or equipment or incorrect material and equipment. The Subcontractor acknowledges that the Contractor has no responsibility to verify quantities, types of material and equipment or the protection of any of the Subcontractor’s deliveries.
- 23.6 The Subcontractor, its agents, employees, subcontractors, or suppliers shall not use the Contractor’s equipment without the express written consent and upon the terms and conditions as established by the Contractor’s designated representative. The Subcontractor shall only use the Contractor’s equipment on an as is or where is basis after performing its own inspection and assuming complete responsibility for the adequacy and safe operating condition of the Contractor’s equipment. The Subcontractor acknowledges that it shall indemnify, defend and hold the Contractor harmless from any and all loss, cost, expense or damage arising out of or related to bodily injury and property damage caused, in whole or in part, by the Subcontractor’s use of the Contractor’s equipment.
- 23.7 Until final completion of the General Contract, the Subcontractor agrees not to perform any work directly for the Owner, manager, tenants or their affiliated entities or directly deal with the Owner’s representatives in connection with the Project, unless otherwise directed in writing by the Contractor. All work for this Project performed by the Subcontractor shall be processed exclusively through the Contractor.
- 23.8 The Subcontractor shall protect the Subcontractor’s Work at all times during performance until final acceptance and protect the work, property or materials and equipment of the Owner, the Contractor, or other subcontractors from damages caused, in whole or in part, by the Subcontractor’s operations. The

Subcontractor acknowledges and assumes responsibility for the cost and expense incurred to repair said damage and shall promptly remedy such damage to the satisfaction of the Contractor and the Owner, or the Contractor, at its sole discretion, may remedy the damage and deduct the cost incurred, plus overhead and profit, from any amounts due or to become due the Subcontractor.

- 23.9 The Subcontractor acknowledges and agrees that it will execute any confidentiality or nondisclosure agreement required by the General Contract as requested by the Contractor. The Contractor may disclose Project related information to the Subcontractor which the Subcontractor and/or the Owner considers to be confidential ("Confidential Information"). In the absence of more stringent requirements contained in the General Contract, when the Contractor and/or the Owner discloses any information designated as Confidential Information to the Subcontractor, the Subcontractor agrees that: (i) the Confidential Information shall be used solely for the purpose of performing the Subcontractor's Work and disclosed only to the Subcontractor's employees who have a need to know the Confidential Information for that limited purpose; (ii) the Subcontractor shall not disclose the Confidential Information to any other party without the Contractor's written consent; (iii) the Subcontractor shall take all necessary precautions to preserve the secrecy of the Confidential Information; and (iv) the Subcontractor shall, within one (1) month of the completion of the Subcontractor's Work, return all copies of the Confidential Information to the Contractor. The confidentiality provisions of this Agreement shall remain in full force and effect after final completion of this Agreement. The Subcontractor agrees that the Contractor shall be entitled to equitable relief in order to enjoin any continued or threatened breach of Section 23.9 by the Subcontractor and all cost incurred by the Contractor in obtaining equitable relief, including attorney's fees and expenses, shall be immediately reimbursed by the Subcontractor to the Contractor.
- 23.10 If required by the Contractor, the Subcontractor shall sign the certifications confirming that the Subcontractor has and will comply with the Project General Permit for Stormwater Discharges. If required by the Contractor, if Subcontractor performs earth work operations, the Subcontractor shall sign the NPDES and E&S Permits.
- 23.11 The Subcontractor acknowledges and agrees to immediately reimburse the Contractor for any and all penalties, fines, liquidated damages, disincentives or any forfeitures or monetary withholdings as assessed by the Owner that arises, in whole or in part, from the Subcontractor's Work, performance or workforce.
- 23.12 When the Subcontractor's Work requires road or lane closures, and the Contractor is responsible for traffic control, the Subcontractor shall schedule the Subcontractor's Work sufficiently in advance to permit the Contractor to install and remove the necessary traffic controls. When the Subcontractor's Work is adjacent to or within railroad property or right-of-way or within any easement property, the Subcontractor shall comply with the terms and conditions of the General Contract governing such work and any other rules or regulations associated with working in such areas at no additional cost to the Contractor.
- 23.13 If alternate pricing or scope is provided for in this Agreement, such alternates shall be accepted only in writing by the Contractor at its sole discretion.

ARTICLE 24 GUARANTEES

- 24.1 The Subcontractor warrants, certifies and guarantees to the Contractor and the Owner that the Subcontractor's Work will be free from defects and deficiencies in workmanship and materials and performed in strict conformity with the requirements of this Agreement. This warranty, certification and guarantee shall survive the termination, suspension or completion of this Agreement or Subcontractor's final payment and shall only be extinguished by the limitation periods imposed by applicable law and shall not be limited by any other provision contained in this Agreement.
- 24.2 The Subcontractor hereby guarantees the Subcontractor's Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions and other Contract Documents and shall promptly perform warranty work, whether disputed or otherwise and Subcontractor's failure to correct a deficiency or defect after several attempts shall constitute a material breach of this Agreement. The Subcontractor

agrees to satisfy such warranty obligations which appear within the guarantee or warranty period established in the Contract Documents without cost to the Owner or the Contractor.

- 24.3 The Subcontractor shall remove, replace and/or repair at its own expense and at the convenience of the Owner, any faulty, defective or improper work, materials or equipment discovered within one (1) year from the date of the acceptance of the Project as a whole by the Architect and the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents.
- 24.4 Without limitation by the foregoing, the Subcontractor shall pay in addition for all damages to the Project resulting from defective Subcontractor's Work and all costs and expenses necessary to correct, remove, replace and repair the Subcontractor's Work and any other work or property which may be damaged in correcting, removing, replacing or repairing the Work.

ARTICLE 25 SAFETY

- 25.1 The Subcontractor agrees that between the Contractor and the Subcontractor, the prevention of accidents to workmen engaged upon or in the vicinity of the Subcontractor's Work is the Subcontractor's responsibility. The Subcontractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Subcontractor's Work in accordance with all Applicable Laws. The Subcontractor agrees to comply with the Occupational Safety and Health Act of 1970 ("Act"), as amended, and all other laws, in the performance of the Subcontractor's Work and agrees to abide by and comply with all regulations issued under this Act. In the event the Subcontractor is cited for violations, or failure to comply with the Act, the Subcontractor shall defend and hold harmless the Contractor from any and all costs, expenses, suits, penalties, or damages (including legal fees and expenses) arising, in whole or in part, from any such citations or penalties and such sums shall be immediately payable to the Contractor. In addition, the Subcontractor shall comply with all safety requirements established by the Contractor and/or the Owner and will conduct the Subcontractor's obligations in a safe manner. All of the Subcontractor's crane operators shall have a valid certificate of competency issued in accordance with or by an accredited certifying entity for the type of crane used. The Contractor may, but is not obligated to, conduct safety inspections from time to time. Such inspections shall not relieve the Subcontractor from the Subcontractor's obligations to comply with all safety requirements nor shall such inspections create any Contractor liability to the Subcontractor, its Sub-tiers, vendors or their respective representatives, agents, or employees.
- 25.2 The Subcontractor shall maintain at the Site a current Safety Data Sheet ("SDS") Manual for all SDS received from the manufacturers or suppliers of all Hazardous Materials/Regulated Substances. If an SDS is not received by the Subcontractor, the Subcontractor shall contact the manufacturer or supplier to request one or contact OSHA for assistance in obtaining the SDS. The Subcontractor shall maintain the SDS Manual in the format required by the Contractor and shall ensure that the SDS form for each Hazardous Material/Regulated Substance contains the information required by the current OSHA Hazard Communication Standard. The Subcontractor's SDS Manual shall be made readily available, upon request, to the Contractor, the Owner and to OSHA representatives.
- 25.3 If Hazardous Materials/Regulated Substances of a type of which an employer is required by law to notify its employees are being used on the Site by the Subcontractor, its sub-tiers or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the Site to such substances, give written notice of the chemical composition to the Contractor and the Owner in sufficient detail and time to permit compliance with all Applicable Laws.
- 25.4 The Subcontractor shall take all necessary precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all persons engaged by the Subcontractor, its Sub-tiers, suppliers and vendors in performance of the Subcontractor's Work on the Site and other persons who may be affected thereby; (2) the Subcontractor's Work and materials and equipment to be incorporated therein, whether in storage on or off the Site under the care and custody of the Subcontractor and/or its Sub-tiers,

suppliers and vendors; and (3) other property within the Subcontractor's care, custody or control at or adjacent to the Site.

- 25.5 The Subcontractor shall obtain a copy of and maintain compliance with the Contractor's Project Safety Plan and all appendices and attachments. This includes all safety requirements that are above and beyond OSHA minimal requirements. All submittals and approval of Subcontractor's Site Specific Safety Plans and all necessary certifications and training shall be contractual obligations that must be met prior to the subcontractor mobilizing.
- 25.6 The Subcontractor shall give all required notices by all Applicable Laws of all authorities with jurisdiction there over bearing on the safety of persons and property and their protection from damage, injury, or loss.
- 25.7 When so ordered, the Subcontractor shall stop any part of the Subcontractor's Work which the Contractor and/or the Owner deems unsafe until corrective measures satisfactory to the Contractor have been taken. The Subcontractor agrees that it shall not have nor make any claim for adjustment in either Subcontract Time or the Subcontract Amount arising out of such stoppage to the Subcontractor's Work. Should the Subcontractor neglect to take such corrective measures, the Contractor may do so at the cost and expense of the Subcontractor and may deduct the cost thereof from any payments due or to become due to the Subcontractor. Failure on the part of the Contractor to stop unsafe practices shall in no way relieve the Subcontractor of its responsibility, therefore. The failure of the Subcontractor to implement its own Project Specific Safety Program and/or abide by, follow, properly implement or supervise any safety standards established during the progress of the Subcontractor's Work by Applicable Law shall constitute a breach of this Agreement by the Subcontractor and shall entitle the Contractor to seek indemnity from the Subcontractor to the full extent permitted by law and as further identified and described in Article 26 of this Agreement.
- 25.8 The Subcontractor shall promptly remedy damage or loss (other than damage or loss to property insured under property insurance provided by the Contract Documents) to property at the Site or stored in other locations caused in whole or in part by the Subcontractor, its sub-tiers or anyone directly or indirectly employed by either of them, or by anyone whose acts they may be liable, except damage or loss caused by the acts or omissions of the Owner.
- 25.9 In the event that the Subcontractor encounters on the Project Site material reasonably believed to be Hazardous Materials/Regulated Substances which has not been rendered harmless, the Subcontractor shall immediately stop the Subcontractor's Work in the area affected and immediately report the condition to the Contractor in writing. The Subcontractor's Work in the affected area shall resume when such Hazardous Materials/Regulated Substances has been rendered harmless or removed as determined by the Owner.

ARTICLE 26 INDEMNITY

- 26.1 The Subcontractor hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature whatsoever, (including death resulting therefrom), to all persons, whether employees of the Subcontractor or otherwise, and to property, excluding the Subcontractor's Work, but only to the extent insured under an appropriate Builder's Risk Policy provided by the Contract Documents, caused by, resulting from, arising out of or occurring, in whole or in part, in connection with the execution of the Subcontractor's Work, and/or the use, misuse, erection, maintenance, operation or failure of any machinery or equipment (including, but not limited to, scaffolds, derricks, ladders, hoists, cranes and rigging supports) by Subcontractor whether or not such machinery or equipment was furnished, rented or loaned by the Contractor or its officers, employees, agents, servants or others, to the Subcontractor. Except to the extent expressly prohibited by statute, the Subcontractor agrees to indemnify, defend and save harmless the Contractor and the Owner, their officers, agents, servants or employees from and against any and all such claim, loss, cost, expense, liability, damage or injury, including legal fees and disbursements that the Contractor, the Owner, their officers, agents, servants or employees may directly or indirectly sustain, suffer or incur as a result thereof and the Subcontractor agrees to and does hereby assume, on behalf of the Contractor and the Owner, their officers, agents, servants and employees the defense of any action of law or in equity which may be brought against the Contractor and/or the Owner, their officers, agents, servants

or employees upon or by reason of such claims and to pay on behalf of the Contractor and the Owner, their officers, agents, servants and employees upon demand, the amount of any judgement that may be entered against the Contractor and/or the Owner, their officers, agents, servants and employees in any such action. In the event that any such claims, loss, costs, expense, liability, damage or injury arise or are made or threatened against the Contractor or the Owner, their officers, agents, servants or employees, the Contractor shall have the right to withhold any payments due or to become due to the Subcontractor in twice the amount sufficient in the Contractor's sole judgement to protect and indemnify the Contractor and the Owner, their officers, agents, servants and employees from and against any and all such claims, loss, cost, expense, liability, damage, injury, including legal fees and disbursements. The Contractor's withholding of any amounts hereunder shall not be construed as a partial or total waiver of Subcontractor's indemnity obligations hereunder, but shall be in addition to said indemnity obligations. These indemnification obligations shall survive the termination of this Agreement or completion of the Subcontractor's Work.

- 26.2 The Subcontractor further agrees to indemnify, hold harmless, reimburse and defend Contractor from: (1) payments made by the Contractor under any applicable Workers' Compensation Act or Law for injuries, sickness, disease, death or disability claimed by Contractor's employees; or (2) claims made by employees of any subcontractor or any employee directly or indirectly employed by, any of them for injuries, sickness, disease, death or disability which arise, in whole or in part, out of the acts or omissions of the Subcontractor on the Project or pursuant to this Agreement. As between the Subcontractor and the Contractor, the Subcontractor waives its immunities under any applicable Worker's Compensation Act or Law for purposes of enforcing the indemnity obligations herein.
- 26.3 The Subcontractor further agrees to indemnify, hold harmless, reimburse and defend the Contractor from all direct or indirect loss, cost and expense (including attorney's fees and expenses) which arise out of or relate to any and all claims, demands and causes of action from the Owner, the Owner's separate contractors or the Contractor's separate third party subcontractors which allege that their respective activities were subject to delay, acceleration, disruption, interference or hindrance caused, in whole or in part, by the actions or inactions of the Subcontractor in failing to progress the Subcontractor's Work in accordance with the Project Schedule. The Subcontractor agrees to and does hereby assume the defense of any action or proceeding in law or in equity which may be brought against the Contractor upon or by reason of such claims and to pay on behalf of the Contractor, upon demand, the amount of any judgment or award that may be entered against the Contractor or any settlement that may be agreed to by the Contractor in such action or proceeding. In the event that any such claims, demands, causes of action arise or are made or threatened against the Contractor, the Contractor shall have the right to withhold any payments due or to become due to the Subcontractor in twice the amount sufficient in the Contractor's sole judgment to protect and indemnify the Contractor against the effect of such claims, demands and causes of action (including legal fees and disbursements). The Contractor's withholding of any amounts hereunder shall not be construed as a partial or total waiver of Subcontractor's indemnity obligations hereunder, but shall be in addition to said indemnity obligations. These indemnification obligations shall survive the termination of this Agreement or completion of the Subcontractor's Work.

ARTICLE 27 INSURANCE

- 27.1 Before commencing the Work, the Subcontractor shall procure and maintain, at its own expense, until all obligations of the Contract Documents have been satisfied at least the following insurance from insurance companies satisfactory to the Contractor:
- .1 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE in accordance with the laws of the State in which the Subcontractor's Work is situated.
 - .2 EMPLOYER'S LIABILITY INSURANCE ("Stop-Gap" Employer's Liability) with limits of not less than \$ 1,000,000.00 for injury to any one person.
 - .3 COMMERCIAL GENERAL LIABILITY INSURANCE including contractual liability insurance against the liability assumed hereinabove, and including, contractors' protective liability insurance if the Subcontractor sublets to another all or any portion of the Work, written on an ISO

Commercial/General Liability occurrence form with no supplemental exclusion endorsements attached with the following minimum limits:

- .i Each Occurrence Limit: \$1,000,000
- .ii Damage to Premises
Posted to Your Limit: \$50,000 (any one premises)
- .iii Medical Expenses Limit: \$5,000 (any one person)
- .iv Personal and Advertising
Injury Limit: \$1,000,000 (any one person or organization)
- .v General Aggregate Limit: \$2,000,000 (aggregate applies per project)
- .vi Products/Completed Operations
Aggregate Limit: \$2,000,000

Umbrella or excess coverage of at least **Subcontract Header Custom Field 2.**

The above insurance coverage shall include, independent contractors' protective coverage and contractual liability coverage for the Subcontractor's indemnity obligations herein.

- .4 BUSINESS AUTOMOBILE LIABILITY INSURANCE covering any vehicle, with the following minimum limit:

Bodily Injury (Including Death)

and Property Damage: \$1,000,000 per accident

- .5 If the Subcontractor's Work includes Design Services in accordance with Article 31, the Subcontractor shall purchase and maintain professional liability insurance coverage in the amount of One Million Dollars (\$1,000,000) per claim/Two Million Dollars (\$2,000,000) annual aggregate covering the Subcontractor's Design Services obligations pursuant to this Agreement. If the policy is used on a "claims made" basis, the Subcontractor will keep such insurance in force for at least three (3) years after the Final Completion Date.
- .6 These limits or coverages are superseded by any higher limits or coverages specified in this Agreement, or imposed on the Subcontractor by the Contract Documents.
- .7 The Insurance must cover all additional insureds required per the Contract Documents or requested by the Project Owner.

- 27.2 Before commencing the Work, the Subcontractor shall furnish a certificate, satisfactory to the Contractor, showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder, and further providing that the Insurance will not be canceled or changed until the expiration of at least thirty (30) days after written notice of such cancellation or change has been mailed to and received by the Contractor. The Contractor and Owner shall be named additional insured under the general liability (using ISO forms CG 20 10 04 13 and CG 20 37 04 13 or equivalent), auto liability and umbrella/excess liability. The general liability, auto liability and umbrella/excess liability policies shall provide primary coverage, without right of contribution (via primary and non-contributory endorsements) of the Contractor's liability insurance policies for all claims against the Contractor arising out of the performance of the Work by the Subcontractor. Waivers of Subrogation are provided in favor of the Contractor and Owner on the general liability, auto liability, workers' compensation, and umbrella/excess liability policies. If Subcontractor subs out work to lower tier subs, subcontractor's general liability policy

shall include an “amended definition of occurrence” endorsement (or equivalent). The Subcontractor’s liability insurance policies shall further be endorsed to indicate cross-claim and severability of interest endorsements for loss due to the actions or inactions of the Subcontractor. The Contractor reserves the right to require the Subcontractor to submit a certified copy of the liability policies. Subcontractor shall keep insurance outlined under Article 27 for at least five (5) years after Final Completion Date.

- 27.3 If the Subcontractor fails to procure and maintain such insurance, the Contractor shall have the right, but not the obligation, to procure and maintain said insurance for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary information to bind and maintain such insurance.

ARTICLE 28 SURETY

- 28.1 Unless noted otherwise in this Agreement, the Subcontractor, at its sole expense, shall immediately upon execution of this Agreement, obtain and furnish surety bonds, in such form as provided by the Contractor or as required by the Owner. If the Subcontractor does not furnish such surety bonds within three (3) business days of execution of this Agreement, the parties agree that such failure constitutes a material breach and default under Article 14 of this Agreement for which the damages shall include but not be limited to termination and the Contractor’s cost to secure a replacement subcontractor. Surety bonds shall be individual performance and payment bonds, and each individual performance and payment bond shall be in the amount of one hundred percent (100%) of the Subcontract Amount guaranteeing full performance of this Agreement and that the Subcontractor will promptly and fully pay for all work, labor and materials and other charges or costs in connection with the Subcontractor’s Work. The definition of the Subcontractor’s Work, as defined in this Agreement, shall be incorporated into the Subcontractor’s bonds and is the definition of the term Contract Work as it appears in the Subcontractor’s bonds. The payment bond shall be considered primary, and non-contributory, to claims which could be paid under either the payment or performance bond. The amount of the bonds shall increase directly with any Change Orders issued to this Agreement without the requirement of notice to the Subcontractor’s surety for any such increase or amendment.
- 28.2 Payment bonds and performance bonds must be provided by a company listed in Federal Register Circular 570, latest revision, Surety Companies Acceptable on Federal Bonds, and a Financial Rating of A V or better as published by Best’s Key Rating Guide, latest edition, and admitted in the state where the Subcontractor’s Work is to be performed and shall conform to such other and further restrictions and conditions as the Contractor shall require. If the company issuing the Subcontractor’s surety bonds falls below the criteria listed herein during the performance of the Subcontractor’s Work, the Subcontractor shall immediately notify the Contractor and within fourteen (14) days of the bonds falling below the criteria, or upon demand by the Contractor, replace its surety bonds with bonds which meet the criteria contained herein. No change, alteration or modification in or deviation from this Subcontract, its terms, conditions, plans or specifications, or in the manner, time or amount of payment as provided herein, whether or not made in the manner as herein provided, shall release or exonerate, in whole or in part, any surety on any bond given in connection with this Agreement. In the event of any default by the Subcontractor, no surety on any performance bond given in connection with this Agreement shall, without the prior written consent of the Contractor (which consent shall not be unreasonably withheld or delayed), have any right to complete Subcontractor’s Work hereunder or have any right to hire any other person, partnership or corporation to complete or in any way perform the Subcontractor’s Work. The Contractor’s right of approval hereunder is intended only to ensure the proper performance of the Subcontractor’s Work and is not intended to interfere with any rights the surety might have under the bond or by operation of law. The surety under any performance bond provided to the Contractor under this provision shall not be relieved of any responsibility under said bond to the Contractor if the Subcontractor shall become insolvent or shall make an assignment for the benefit of creditors or be subject to any proceeding in bankruptcy. The Subcontractor’s surety acknowledges that the Subcontractor is obligated under this Agreement to provide its surety with all notices, letters, or email, from the Contractor relating to deficiencies, or alleged deficiencies, in the Subcontractor’s performance of this Agreement, and the Subcontractor’s surety agrees that if the Subcontractor fails to provide the surety with such information, the Subcontractor’s surety will not use lack of notice from the Contractor as a defense to any claim by the Contractor on the

Subcontractor's bond. All provisions pertaining to indemnification and indemnity in this Agreement shall apply to, and bind, the Subcontractor's surety to the same extent the provision applies to, and binds, the Subcontractor. All provisions contained within Article 30 of this Agreement shall apply to, and bind, the Subcontractor's surety to the same extent the provision applies to, and binds, the Subcontractor, and the Contractor's statutes of limitation and repose relative to the Subcontractor's surety shall be the same as those relative to the Subcontractor. The Subcontractor's failure to comply with any of the terms of this Article 28 shall be deemed a material breach of this Subcontract.

- 28.3 Subcontractor Qualification Process. If the Subcontractor has engaged in the Subcontractor Qualification Process, then the Subcontractor recognizes a continuing duty to update the qualification process annually and with any material changes to the representations contained therein or at the request of the Contractor. Failure to maintain qualification shall be a violation of this Agreement. Failure of the Contractor to secure any requested or required information shall not be considered a waiver of this requirement.
- 28.4 If the Contractor elects a Subcontractor Default Insurance program for the Project, the Subcontractor shall identify and remove any and all bond costs should it be requested or pursuant to enrollment in the Subcontractor Default Insurance Program. The Subcontractor further recognizes that the Subcontractor Default Insurance is for the sole benefit of the Contractor and the Subcontractor shall not seek nor be entitled to any benefit therefrom. Furthermore, no waiver of subrogation or other term of this Agreement shall diminish the rights of the Contractor or his insurer to pursue contractual or other remedies in any claim against the Subcontractor who is enrolled in the Subcontractor Default Insurance who is held in default pursuant to the terms of this Agreement.
- 28.5 If indicated as such below, The Subcontractor shall at its own cost and expense furnish to the Contractor performance and payment bonds in the full amount of the Subcontract Amount:

Performance & Payment Bond is Subcontract Header Custom Field 1

ARTICLE 29 NONDISCRIMINATION

- 29.1 The Subcontractor agrees to be bound and comply, at its own costs, with all federal, state and local laws, ordinances and regulations (hereinafter "Laws") applicable to the Subcontractor's Work, including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, veterans business enterprise, local workforce employment, the provisions of Executive Order 13658 and 11246, as amended, and the regulations at 41 CFR Parts 60-1 through 60-50, Section 503 of the Rehabilitation Act of 1973, as amended, the regulations at 41 CFR Part 60-741, the non-discrimination and affirmative action provisions of the Vietnam Era Veterans' Re-adjustment Assistance Act of 1974, as amended, 38 USC 4212, and the implementing regulations at 41 CFR Part 60-300, the Immigration Reform and Control Act of 1986; as amended, Title 1 of the Americans with Disabilities Act of 1990, as amended, and any subsequent years, the Fair Labor Standards Act of 1938, as amended, and the rules and regulations as may be established by the Secretary of Labor and all other Laws and Executive Orders which the Contractor must comply with according to the Contract Documents.
- 29.2 The Subcontractor agrees to comply with all Laws related to the supply of goods pursuant to this Agreement, including without limitation, all regulations related to the storage, transport, disposal or labeling of hazardous substance. If the Project is subject to the Federal Highway Authority ("FHA") 1273 or subsequent provisions, the Subcontractor agrees to comply with FHA 1273 and to cooperate with the Contractor, by agreeing to periodic inspections, reviews, and the submission of documents and reports that may be required to ensure compliance with FHA 1273.

ARTICLE 30 ALTERNATIVE DISPUTE RESOLUTION PROCESS

- 30.1 The Subcontractor agrees to file no demand for arbitration or litigation related to a dispute pursuant to Section 30.2.3, whether sounding in contract, tort, equity or other non-contractual theory, until such time as the Contractor has: (1) exhausted its dispute provisions with the Owner, third party subcontractor(s) or

other third party; and (2) the Owner has declared the Project to be substantially complete or some other similar declaration. The Subcontractor agrees that if for any reason this Agreement is not completed as contemplated herein or if any dispute shall arise over the rights of the Subcontractor pursuant to the Agreement, that no action shall be commenced by the Subcontractor based on any theory of unjust enrichment, quantum meruit, quantum valebant, quasi-contract, cardinal change or any other similar theory of law, tort or equity.

30.2 The Subcontractor and the Contractor covenant and agree in the event of any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, which does not involve, in whole or in part, the actions, directions or inactions of the Owner or its agents and representatives or the Contractor's third party subcontractors or other third parties, ("dispute(s)"), the Subcontractor and the Contractor shall continue to perform (except to the extent performance is otherwise excused pursuant to the Contract Documents) all obligations as required under this Agreement notwithstanding the existence of such dispute(s) and that either party may seek such relief as may be permitted in accordance with the following terms and conditions:

- .1 The Subcontractor and the Contractor agree to negotiate, in good faith, in an attempt to resolve any dispute(s) for a period of at least sixty (60) days following the receipt of written notice from either party to the other which shall set forth, in specifics, the nature and description of the dispute(s), the actions or inactions of the other party which caused the dispute(s), and the relief or remedy requested by the notifying party;
- .2 Should the Subcontractor and the Contractor be unable to resolve said dispute(s) through good faith negotiation, the Subcontractor and the Contractor agree to attempt in good faith to resolve said dispute(s) through mediation administered by an organization offering commercial mediation services, which is acceptable to the Contractor, as a condition precedent to arbitration and/or litigation herein provided. All mediation proceedings shall be conducted in a location designated by the Contractor;
- .3 Should the Subcontractor and the Contractor be unable to resolve said dispute(s) through mediation, any and all dispute(s), at the sole discretion of the Contractor, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining. The organization providing arbitration services, which is acceptable to the Contractor, and any arbitrator(s) appointed thereby shall have no jurisdiction, power or authority to ignore or disregard the terms and conditions of this Agreement nor to decide or award punitive damages. The award(s) rendered by the arbitrators in accordance with this provision shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. All arbitration proceedings or hearings shall be conducted in a location designed by the Contractor utilizing the law of the state in which the Project Site is situated.
- .4 The Contractor may join any other party in the arbitration proceedings that the Contractor determines is necessary to reach a complete adjudication of any disputes arising under the terms of this Agreement, and/or disputes arising under the terms of any other agreement or contract entered into between Contractor and any other party performing work on the Project;
- .5 All dispute(s) not resolved by arbitration pursuant to the terms of Section 30.2.3 will be resolved by litigation in any court having jurisdiction thereof, utilizing the law of the state in which the Project Site is situated, after compliance with Sections 30.2.1 and 30.2.2 hereof; and
- .6 That the failure of either the Subcontractor or the Contractor to comply with the provisions of the foregoing shall be in contravention of the parties' express intention to implement this alternative means of dispute resolution, shall constitute a breach of these provisions, and the Subcontractor and the Contractor expressly stipulate that any court having jurisdiction over the parties shall be empowered to immediately enjoin any proceeding commenced in contravention of this Article 30

and the party failing to comply with these provisions shall reimburse the other parties for all costs and expenses (including legal fees) incurred in enforcing these provisions.

- 30.3 The Subcontractor and the Contractor hereby waive their right to a trial by jury in any and all disputes pursuant to Section 30.2 or claim against the bond provided by the Contractor, including any Miller Act bond, or in relation to how and in what fashion the Contractor's surety handled or processed the claim and regardless of whether the claim is based on contract, tort or equity basis or otherwise.
- 30.4 In the case of any dispute or claim between the Subcontractor and the Contractor or any of their respective sureties that relate to or arise out of this Agreement, which in the Contractor's sole determination, is in whole or in part: (1) relating to or arising from any act or omission of the Owner, third party subcontractors or other third party or involving the Contract Documents; or (2) should the Owner, third party subcontractors or other third party present a claim against the Contractor allegedly relating to arising out of, in whole or in part, the performance or non-performance of the Subcontractor's Work, the Subcontractor agrees to be bound to the Contractor and the Contractor's surety to the same extent that the Contractor is bound to the Owner, third party subcontractor or other third party, by the terms of the Contract Documents or such other agreements and any and all preliminary and final decisions, determinations or agreements made by or between the Contractor, the Owner, third party subcontractor or other third party or so authorized in the Contract Documents or by the court or arbitrator designated in the Contract Documents whether or not the Subcontractor is a party to such proceedings. In the event of a dispute subject to this Section 30.4, the Subcontractor shall continue to perform the Subcontractor's Work, whether disputed or otherwise, without interruption, deficiency or delay in accordance with the Project Schedule.
- 30.5 The Subcontractor shall certify all of its disputes and claims subject to Article 30 in the same manner and extent that the Contractor is required to certify a claim to the Owner pursuant to the General Contract. The subcontractor shall defend, indemnify and hold harmless the Contractor and the Contractor's surety from any assertion or allegation that the Subcontractor's claim violates or fails to meet the representations, warranties and certifications of the aforesaid certification regardless of whether the Contractor has also certified same in reliance on the Subcontractor's certification. If the Contractor is unable, in its sole discretion and in good faith, to certify the Subcontractor's dispute and claim and the Subcontractor is unable or unwilling to correct or modify the dispute and claim in a fashion that permits the Contractor to certify the Subcontractor's dispute and claim, the Subcontractor waives its right to any additional compensation related to, in whole or in part, to the Subcontractor's dispute and claim and releases the Contractor and the Contractor's surety from any further responsibility or liability for same. The Subcontractor acknowledges and agrees that the Contractor and the Contractor's surety shall have no responsibility or liability to the Subcontractor in excess of any amounts actually received from the Owner or third party on behalf of the Subcontractor's claim and the Contractor and the Contractor's surety shall only be required to pay the Subcontractor if, and only if, the Owner, third party Subcontractor or third party pays the Contractor, which is an express condition precedent to the Contractor's payment to the Subcontractor, and the Subcontractor assumes the risk of the Owner's, third party Subcontractor's or other party's nonpayment. The Subcontractor agrees that the Contractor shall have the sole and exclusive authority to settle, prosecute or appeal the Subcontractor's dispute and claim and to adjust, on a *pro rata* basis, the Subcontractor's dispute and claim if it is resolved on a global basis with other claims and disputes or on an allocated basis in an amount that the Contractor, in its sole discretion, determines to be equitable after the Contractor's costs (including attorneys, consultant, expert and arbitration fees) and the Contractor's overhead and profit mark-ups are subtracted from the settlement amount, judgment or award. The Subcontractor and the Contractor agree to stay and toll Subcontractor's surety bond rights against the Contractor's surety (including Miller Act or other statutory rights) until the Contractor has fully resolved any claim pursuant to Section 30.4 with the Owner or third party.
- 30.6 The Contractor, at its sole option, may: (1) present to the Owner, third party subcontractor or other third party, court or arbitrator, in the Contractor's name, or (2) authorize the Subcontractor to present to the Owner, third party subcontractor or other third party, court or arbitrator, in the Contractor's name, some or all of the Subcontractor's disputes and claim(s) subject to the provisions of Section 30.4 and to answer the claims of the Owner, third party subcontractor or other third party which involve, in whole or in part, the Subcontractor or the Subcontractor's Work. If the Subcontractor's disputes and claim is presented,

prosecuted or defended by the Contractor, the Subcontractor, at the Subcontractor's sole cost and expense, agrees to furnish all documents, statements, witnesses and all other information required by the Contractor and to pay and immediately reimburse the Contractor for all costs incurred by the Contractor related to the presentment, prosecution and defense of the Subcontractor's disputes and claim, including all attorneys, expert, consultant and arbitration fees. The Subcontractor acknowledges that it has assessed the potential impact on its ability to recover additional compensation in connection with the claims and disputes subject to the provisions of Section 30.4 and agrees that the foregoing limitations on recovery will apply regardless of the accuracy of the Subcontractor's assessment of the actual costs incurred.

ARTICLE 31 SUBCONTRACTOR DESIGN OBLIGATIONS

- 31.1 Should the Subcontractor's Work require the Subcontractor to perform either Design-Build or Design Assist services, the provisions of Article 31 shall apply to this Agreement. The Subcontractor shall, consistent with applicable state licensing laws applicable to design professionals, provide the architectural, engineering and other professional design services required to perform either the Design-Build or Design Assist work required by this Agreement ("Design Services"). The Subcontractor agrees to provide such Design Services through qualified, licensed design professional that are: (1) employed by the Subcontractor, or (2) from qualified design consultants. The Subcontractor shall be responsible for the Design Services performed by its employees or design consultants and shall coordinate the services of its design consultants in order to satisfy the Subcontractor's obligations under the Contract Documents.
- 31.2 The Subcontractor shall provide all Design Services in accordance with the standards set forth in the Contract Documents but in no event shall that standard be less than the skill and care ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project providing the same or similar Design Services.
- 31.3 The Subcontractor shall submit, in accordance with the times set forth in the Contract Documents and the Project Schedule, all interim Design Services submissions and revisions as required by the Contract Documents. Such design submissions shall be in the form and quantity called for in the Contract Documents and may include design criteria, drawings, diagram, and specifications which set forth the Project requirements. The design submissions shall show the relationships of the Design Services to the overall Project design. The Contractor and the Subcontractor agree that prior to the scheduled date for the design submissions, the Subcontractor and its employees or design consultant will review, discuss and monitor the Design Services for consistency to the requirements of the Contract Documents, as well as, Compliance with the Project's budget and current cost estimates. The Subcontractor shall, at its own cost, revise such interim Design Services submissions to correct any errors, mistakes, omissions and those necessary to either permit incorporation into the Contract Documents or obtain necessary permits, approvals, and licenses. The Subcontractor shall timely perform such revisions in accordance with the Contract Documents and the Project Schedule.
- 31.4 The Contractor's review and approval of the Subcontractor's Design Services submissions shall not make the Contractor responsible or liable for the content, accuracy and quality of the Design Services submissions nor relieve the Subcontractor for the professional responsibility for same, including the suitability of the Design Services submittals for the use intended.
- 31.5 The Subcontractor shall cause all Design Services submissions performed and prepared pursuant to this Agreement to be prepared in accordance with all applicable Laws, including all health, sanitary, environmental and building codes, all applicable zoning regulations taking into consideration regional and local climate and other conditions.

ARTICLE 32 ENTIRE AGREEMENT

- 32.1 This Agreement, the Contract Documents, the Exhibits and Attachments hereto set forth all of the covenants, promises, provisions, agreements, conditions and understandings between the parties and represents the entire and integrated agreement of the parties and supersedes all prior negotiations,

representations or agreements, whether written or oral, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than set forth herein.

ARTICLE 33 RIGHTS AND REMEDIES

- 33.1 No consent or waiver, express or implied, by the Contractor of any breach or default by the Subcontractor in the performance of any obligation hereunder shall be deemed or construed to be consent or waiver to or any other breach or default or course of conduct or action by the Contractor hereunder. Except as expressly provided herein, the failure of the Contractor to complain of any act or failure to act by the Subcontractor or to declare the Subcontractor to be in default hereunder, irrespective of how long such failure to complain continues, shall not constitute a waiver of the Contractor's rights hereunder. Inspection, payment or tentative approval or acceptance by the Contractor or the failure of the Contractor to perform any inspection, test or review hereunder shall not constitute a final acceptance of the Subcontractor's Work or any part thereof and shall not release the Subcontractor of any of its obligations hereunder.
- 33.2 The captions used for the Articles in this Agreement are inserted only as a matter of convenience and are for reference only and do not define, limit or describe the scope of the intent of this Agreement or any Article or Section hereof.
- 33.3 In the event that any provision of this Agreement or the Contract Documents is declared or adjudged to be unenforceable, void as against public policy or unlawful by any governmental authority or court having jurisdiction, then such unenforceable, void or unlawful provision shall be excised therefrom and the remainder of the Agreement or the Contract Documents so affected, together with all rights and remedies granted thereby, shall continue and remain in full force and effect.
- 33.4 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall be construed as a single instrument.
- 33.5 The Plans, Specifications and other Contract Documents shall be construed as supplementing one another. Any of the Subcontractor's Work shown in the Specifications and not on the Plans or shown on the Plans and not in the Specifications shall be performed as part of this Agreement. Dimensions given on the Plans and the Specifications are only approximation and the Subcontractor shall take all necessary measures in order to ensure the proper matching and fitting of the Subcontractor's Work with contiguous work. Any omissions, mis-descriptions, insufficient details in the Plans or Specifications related to the Subcontractor's Work, which are necessary for the Subcontractor to perform the totality of the Subcontractor's Work or that are customarily performed by the Subcontractor or those subcontractors who perform the same or similar work shall not relieve the Subcontractor for full responsibility to perform such omitted, mis-described or insufficient detailed Subcontractor's Work. The Subcontractor shall perform such details and work as if same was fully and completely described in the Plans and the Specifications.
- 33.6 The Subcontractor warrants and represents that it has received and reviewed, or had the opportunity to receive and review, all of the Contract Documents in advance of the execution of this Agreement. The Subcontractor acknowledges and agrees that any error, ambiguity, inconsistency or omission therein, of which the Subcontractor had, should have or could have knowledge of based upon a reasonable review prior to the execution of this Agreement shall be deemed a patent ambiguity for which the Subcontractor is obligated to notify the Contractor and the Owner and the Subcontractor agrees that such patent ambiguity shall not be the basis for an increase in the Subcontract Amount or time of performance or any other relief pursuant to the Contract Documents.
- 33.7 In the event of a conflict between or among this Agreement, any modification thereto, any Exhibits thereto, or the Contract Documents, the later in date shall prevail; in the event of a conflict between or among the provisions of this Agreement, the higher standard, shorter notice provision or greater requirement for the subcontractor shall prevail and in the event of a conflict between or among the terms of the Contract Documents, the higher standard, shorter notice provision or greater requirement for the Subcontractor shall prevail.

33.8 There are no third party beneficiaries to this Agreement.

ARTICLE 34 ADDITIONAL PROVISIONS

34.1 See list below for additional attachments to be included in this subcontract agreement:

Subcontract Header Custom Field 3

ARTICLE 35 SIGNATURES & ACCEPTANCE

The said parties, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of all of the terms and provisions herein contained.

Company Name

Signature:	Signer 5 Signature
Print Name:	Signer 5 Name
Title:	Signer 5 Title
Date:	Signer 5 Signed Date

Vendor Name

	Subcontractor
Signature:	Signer 4 Signature
Print Name:	Signer 4 Name
Title:	Signer 4 Title
Date:	Signer 4 Signed Date

Failure to return this signed Agreement within ten (10) days of receipt of same by the Subcontractor constitutes full acceptance of the price, terms and conditions stated herein and Contractor may rely upon said acceptance.

ARTICLE 36 SUB-TIER CONTRACTORS & SUPPLIERS

- 36.1 The Subcontractor shall submit a list of proposed sub-subcontractors and material suppliers (“Sub-tiers”) to the Contractor for review and approval, with execution of this Subcontract. Use template below and return to Company Name Project Manager.

SUB-TIER CONTRACTORS & SUPPLIER LIST:

Name: _____

Address: _____

Scope of Work: _____

Subcontract Value: \$ _____

Diversity Tracking: MBE | WBE | SBE | VBE (circle all that apply)

Name: _____

Address: _____

Scope of Work: _____

Subcontract Value: \$ _____

Diversity Tracking: MBE | WBE | SBE | VBE (circle all that apply)

Name: _____

Address: _____

Scope of Work: _____

Subcontract Value: \$ _____

Diversity Tracking: MBE | WBE | SBE | VBE (circle all that apply)

Name: _____

Address: _____

Scope of Work: _____

Subcontract Value: \$ _____

Diversity Tracking: MBE | WBE | SBE | VBE (circle all that apply)

Project Name: Job Name

Job No.:

Job Number

These General Conditions and Procedures are incorporated into and are part of the Agreement between the Subcontractor, and Company Name (the “Contractor”). The Subcontractor, by execution of the Agreement, acknowledges and agrees to the General Conditions and Procedures as set forth herein.

The General Conditions and Procedures are intended to assist the Subcontractor in fulfilling the administrative requirements of the Agreement and describe certain rules of conduct of all employees assigned to the Project Site. The General Conditions and Procedures are intended to be complimentary and consistent with the terms and conditions of the Agreement. Should a conflict exist, the term or condition which imposes the greater responsibility or obligation upon the Subcontractor shall supersede and take precedence over any other conflicting term or condition.

A. GENERAL

1. All lump sum, alternate and unit prices set forth in the Agreement shall be firm and fixed for the duration of the Project. All pricing includes all necessary labor, equipment, materials, plus costs for delivery, storage, installation, insurance, taxes, supervision, overhead, profit and all other direct and indirect costs as required of the Contract Documents.
2. The Subcontract Amount includes all required mobilizations and demobilizations to complete the Subcontractor’s Work including, but not limited to, those necessitated by any resequencing of the Subcontractor’s Work pursuant to Section 3.3 of the Agreement.
3. The Subcontractor shall insure that any and all of Subcontractor’s sub-tier contractors (“Sub-tiers”) are bound by the Contract Documents to the same extent as the Subcontractor and that the Contract Documents govern and control the Sub-tiers scope of work. The Subcontractor shall enforce these General Conditions and Procedures upon each of its Sub-tiers. The Contractor is not responsible for the management, supervision and/or coordination of the Subcontractor’s Sub-tiers. The Subcontractor acknowledges and agrees to immediately reimburse the Contractor for all cost and expense incurred by the Contractor should the Contractor provide management, supervision and coordination to the Subcontractor’s Sub-tiers.
4. The Subcontractor shall submit a list of the Subcontractor’s Sub-tiers to the Contractor per Article 36.1 and within (3) days from when the Subcontractor adds or replaces a Sub-tier. The Subcontractor agrees that the Contractor may withhold payment of some or all of Subcontractor’s pending Application(s) for Payment until such time as Subcontractor submits the initial or any revised Sub-tier listing.
5. The Subcontractor, prior to commencement of the Subcontractor’s Work, shall submit to the Contractor a listing, with supporting resumes, of the Subcontractor’s proposed project management and supervision staff for the Contractor’s approval. The Contractor shall have the absolute right, in its sole discretion, to reject any member of the Subcontractor’s proposed project management and supervision staff. The Subcontractor shall immediately propose an acceptable substitute staff member to the Contractor for the Contractor’s approval. This representative is required to have a mobile phone and this person must be able to be contacted 7 days per week, 24 hours per day. This supervisor must be acceptable to and approved by Company Name and shall not be changed without prior written approval by Company Name.
6. By submitting a proposal, this Subcontractor agrees that it has carefully examined all drawings, specifications, addenda and associated Bid Documents and the site, and that from its own

investigation he has satisfied itself as to the nature and location of the work, the conditions and difficulties under which it is to be performed, the general and local conditions, and all matters which may in any way affect the work or its performance, and that as a result of such examination and investigation it fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation or extension of time because of this Subcontractor's failure to follow the foregoing procedure and to familiarize itself with the Contract Documents and all conditions which might affect the work will not be allowed. In the event of an inconsistency, the provisions of this Agreement control over any proposal, document, or other attachment.

7. This contractor shall provide full time supervision for all work performed by this contractor as well as its subcontractors. Failure to maintain full time supervision may result in a backcharge to this contractor for supervision and coordination of work performed by Company Name. This supervisor shall remain consistent for the duration of the project and any changes shall be agreed upon by Company Name.
8. The Subcontractor shall be responsible for all items of labor, equipment, and materials for Subcontractor's Work, even if another subcontractor's work provides for components which are the same or similar to the Subcontractor's Work.
9. Any notes or direction contained in the Contract Documents which assign the responsibility to install or supply materials, that are within the Subcontractor's Work to another trade package or subcontract are null and void with no force or effect to this Agreement. The description of the Subcontractor's Work contained in this Agreement overrides or supersedes any inconsistent note or direction contained in the Contract Documents. If the installation or supply of a material, product, equipment or service is not specifically identified in the description of the Subcontractor's Work but is noted in the Contract Documents as being provided or installed by the Subcontractor or the Subcontractor's trade, it shall be provided or installed by the Subcontractor without adjustment to the Subcontract Amount.
10. The Subcontractor acknowledges that all demolition products on this Project, regardless of value, are the property of the Owner. The Subcontractor, the Subcontractor's agents, employees or Sub-tiers shall not remove demolition products from the Project Site, unless the removal of demolition products is identified as the Subcontractor's Work, without the express written consent of the Contractor and the Owner. If the Subcontractor or the Subcontractor's agents, employees or Sub-tiers remove demolition products without the express written consent of the Owner and the Contractor, the Subcontractor agrees to immediately reimburse the Owner for the replacement value of the demolition materials wrongfully removed from the Project Site as determined by the Owner.
11. The Owner has the right to take possession of or use any partially or completed portion of the Project and such possession or use shall not be deemed as acceptance, in whole or in part, of the Subcontractor's Work.
12. This contractor shall meet or exceed all MBE, FBE, VBE, and SBE diversity program requirements for work force participation and contract participation.
13. The Contractor could be signatory to CBA's with local unions; therefore, the Contractor requires, and the Subcontractor agrees that all of the Subcontractor's Work which falls within the jurisdiction of these unions shall be performed by these respective union workers. This Subcontractor shall reconcile jurisdictional conflicts associated with the performance of this contract work. This shall be accomplished without delay, damage, or cost to Owner and without recourse or charge to Company Name, the Architect or Owner. Any work item claimed as being jurisdictional by the Trades that you employ will be considered as part of your scope of work and within the cost of your bid.

B. PAYMENT PROVISIONS

1. The Subcontractor acknowledges and agrees that the Subcontractor is not entitled to payment for the performance of the Subcontractor's Work from the Contractor of any monies the Contractor has received from the Owner unless and until the Subcontractor has executed this Agreement and provided the Subcontractor has submitted satisfactory proof to the Contractor of the Subcontractor's compliance with the insurance, bonding and safety requirements of this Agreement. Notwithstanding the foregoing, should the Contractor elect to make payment to the Subcontractor prior to the execution of this Agreement, the Subcontractor agrees that the acceptance and use of said payment shall be conclusively deemed an acceptance by the Subcontractor of all terms and conditions of this Agreement and an express waiver of any defense, in law and equity, that the Subcontractor has not accepted each and every term and condition of this Agreement.
2. The Subcontractor's Schedule of Values shall incorporate separate line items for labor and material for each separate area or location of the Project as required by the Contractor. Pay applications / schedule of values (SOV's) must be broken down in sufficient labor and material detail for the Construction manager to easily and promptly review the schedule of values. The initial schedule of values shall be submitted to the Construction manager with 10 days of the notice of award.
3. The Subcontractor shall submit a draft copy of the Subcontractor's Application for Payment ("Pencil Copy") to the Contractor by the date set forth in this Agreement for the Contractor's review and approval. The Subcontractor's Application for Payment shall reasonably forecast the Subcontractor's Work through the end of the month reflected in the Application for Payment.
4. The Subcontractor's Submission of an untimely, incomplete, or inaccurate Schedule of Values will cause delays in the submission or the omission of same in the Contractor's current Application for Payment.
5. The Subcontractor agrees it shall account for each and every change order as a separate line item on the Schedule of Values, showing the allocation for labor, material and total cost for each change order. The Subcontractor agrees that it will not include change orders on the Schedule of Values until the Contractor and the Subcontractor have accepted and executed the Change Order and the Contractor has approved, in writing, the revised Schedule of Values. Each Application for Payment thereafter shall separately report the progress of each change order.
6. If permitted by the Contract Documents, the Subcontractor may include in its Application for Payment materials not yet installed in the Subcontractor's Work provided that these materials are suitable stored onsite, at the manufacturer's plant or at an approved third-party storage facility. Invoices for such materials must be submitted with each Subcontractor Application for Payment and the amount so requested shall not include the Subcontractor's mark-up for overhead and profit. All applicable certificates of insurance, bills of sale, pictures, flood letter, and UCC-1 Statements must be provided with the Application for Payment. Sufficient proof shall be submitted to establish that the materials stored are for subsequent incorporation into the Subcontractor's Work pursuant to this Agreement.
7. Each Application for Payment must be submitted with: (1) such supporting evidence as required by the Contractor to verify the amounts requested; (2) an original, executed Partial Lien Waiver in the form required by the Contractor; (3) an original, executed Sub-tier Partial Lien Waiver in the form required by the Contractor for all labor, services, material and equipment provided by Sub-tiers for the Subcontractor's Work; (4) all prequalification forms, insurance certificates or documents required by the Contract Documents or any documents required by any applicable OCIP or CCIP programs for the Project; and (5) any additional documentation required by the Contractor.

8. The Subcontractor warrants and guarantees that title to all of the Subcontractor's Work, materials and equipment covered in an Application for Payment, regardless if it is incorporated into the Project, shall pass to the Owner upon receipt of payment free and clear of all liens, claims, security interests or encumbrances whatsoever.
9. The Subcontractor agrees to hold in trust all payments received from the Contractor for the benefit of all persons or entities who furnished the labor, equipment, material or false work to or on behalf of the Subcontractor in the performance of the Subcontractor's Work pursuant to this Agreement through the most current period applicable to the payments received from the Contractor before it is used by the Subcontractor for some other obligation or purpose. The Subcontractor agrees that the failure to make payment to a Sub-tier, supplier, vendor, or materialman in a timely manner for the Subcontractor's Work constitutes a material breach of this Agreement. Upon receipt of payment from the Contractor, the Subcontractor shall promptly pay its Sub-tiers, suppliers, vendors and materialmen all amounts due. Should the Contractor reasonably believe that the Subcontractor has not promptly paid its Sub-tiers, suppliers, vendors or materialmen who furnished labor, equipment, materials, falsework or other obligations for the Subcontractor's Work, the Contractor, in its sole discretion and with or without written notice may take any action, including without limitation, direct payment or joint checks, necessary to insure that payments due the Subcontractor are utilized to satisfy such obligations. Any such action by the Contractor shall be conclusively deemed and it hereby acknowledged by the Subcontractor as a payment to the Subcontractor pursuant to this Agreement. This is to include use of electronic pay application software, if required per project.

C. ESCALATION

1. The Subcontractor agrees that the Subcontract Amount includes all labor and material escalation cost for the duration of the Subcontractor's Work unless otherwise noted in this Agreement.
2. The Subcontractor has assessed the potential impact of commodity price fluctuations, tariffs and/or taxes on the cost of materials and equipment required for the Subcontractor's Work and has reflected this assessment in the Subcontract Amount. The Subcontractor acknowledges and agrees that it shall have no claim pursuant to this Agreement for an increase in the base Subcontract Amount based, in whole or in part, upon any commodity price fluctuations, tariffs and/or taxes which are imposed throughout the duration of the Subcontractor's Work.

D. EXTRA WORK

1. Only the Contractor's Project Manager and Project Superintendent have the authority to represent the Contractor's interests on the Project Site. The Contractor's Project Superintendent is only authorized to verify any work performed by the Subcontractor and the Contractor's Project Manager, or higher, is the only individual that has the authority to modify this Agreement and, if applicable, the Subcontract Amount.
2. The value of the Subcontractor's Work to be changed, added, or omitted shall be determined by lump sum or unit prices, if any, stipulated in this Agreement for such work. If no such prices have been stipulated, such value shall be determined by whichever of the following methods or combination thereof that the Contractor may select:
 - a. By adding or deducting a lump sum amount as may be agreed upon by the Contractor and the Subcontractor.
 - b. By adding:
 - i. The actual net cost to the Subcontractor or to its Sub-tiers for labor in accordance with established rates, benefits, taxes and insurance applicable thereto;

- ii. The actual cost to Subcontractor or to its Sub-tiers for materials and equipment and such other costs as supported by receipts and invoices as may be approved by the Contractor. The cost of equipment shall be based on the lesser of either Contractor approved equipment rental guides or the actual cost as established by the Subcontractor in its Subcontract proposal to the Contractor;
 - iii. The applicable mark-up for overhead and profit is as permitted by the Contract Documents or this Agreement, whichever is lower, but in no event shall it exceed fifteen percent (15%) for the Subcontractor performing the work. Total accumulative overhead and profit for this Subcontractor and its Sub-Tier Subcontractors shall not exceed twenty percent (20%).
- 3. The following costs are to be included in the Subcontractor's mark-up for overhead and profit:
 - a. The Subcontractor's on-site foreman's time during normal working hours of the Subcontractor's or its Sub-tiers during the duration of the Subcontractor's Work;
 - b. Delivery trucks and corresponding driver's and personnel time;
 - c. The Subcontractor's work trucks, vans and vehicle time;
 - d. The Subcontractor's office personnel, including Superintendent and Project Manager;
 - e. The Subcontractor's small tools, Personal Protective Equipment, and consumables.
- 4. All time and material ticket extra work is subject to the following:
 - a. The Subcontractor is not authorized to commence time and material ticket extra work until the Subcontractor has submitted a cost estimate of the potential additional cost for the extra work and the Contractor has approved same;
 - b. The Subcontractor has received a written approval to proceed; and
 - c. The Subcontractor acknowledges and agrees that it shall have no right to an adjustment in the Subcontract Amount if it proceeds with extra work in the absence of a written approval to proceed.
- 5. The value of all time and material ticket extra work can only be established through the use and verification of the Contractor's ticket form. The Contractor's Project Management Staff are the only individuals authorized to verify the Subcontractor's time and material ticket forms. All labor, equipment and material supplied by the Subcontractor on unverified time and material tickets are not compensable, are deemed to be ineligible costs and shall not be utilized by the Subcontractor as evidence to support an adjustment to the Subcontract Amount. All time and material tickets must be verified by the Contractor's Project Superintendent on a daily basis. All time and material tickets which are not verified on a daily basis shall be conclusively deemed to be unverified. Any extra work tickets must include verification of time worked, number of employees, itemized equipment, and materials purchased. Pricing for all T&M work must be submitted within 1 week of when the work was performed. Failure to get tickets signed and submitted as stated may result in rejection of all costs.
- 6. All Change order requests must include itemized unit breakdowns for all labor and materials. Supporting documentation including material invoices, equipment rental agreements, and wage rate breakdowns, must accompany all COR's. All wage rates must comply with Current negotiated union rates or agreed upon unit prices as a part of the contract documents.

7. Change Order Requests which have not been approved and have a corresponding formal change order issued by the Company Name. cannot be included in monthly pay applications.
8. All pricing by the Subcontractor for the effect on the Subcontractor's Work reflected in Proposals, ASI's, Bulletins, RFP's or other requests shall be submitted to the Contractor within five (5) working days from issuance or sooner if identified on the request. The Subcontractor acknowledges and agrees that if Subcontractor's pricing for the request is not submitted to the Contractor within the aforesaid five (5) working days, the Contractor may treat and so inform the Owner that there is no cost and/or time impact to the Subcontractor's Work created by the request and any subsequent claim by the Subcontractor asserting a cost and/or time impact caused by the request is waived and the Contractor released from all liability or responsibility for same.

E. DAILY REPORTS

1. The Subcontractor shall submit to the Contractor, on a daily basis, a copy of the Subcontractor's Daily Log Report. The Daily Log Report shall include the following: daily manpower counts by trade and classification, tasks accomplished, equipment on site and annotations of anticipated work, requirements, conflicts, and site conditions which have or will impact the Subcontractor's Work. The Subcontractor acknowledges and agrees that the Subcontractor's Daily Log Reports do not satisfy the notice provisions of this Agreement and shall not be used in any dispute proceeding as evidence of same. The Contractor shall be entitled to delay or defer the processing of the Subcontractor's Application for Payment until such time as the Subcontractor submits the Subcontractor's Daily Log Report on a timely basis.

F. PERMITS AND TESTING

1. The Subcontractor shall be responsible for securing all permits and licenses necessary to perform the Subcontractor's Work. If multiple permits are required from multiple jurisdictions which have authority over the Project Site, the Subcontractor shall obtain all permits from all jurisdiction with authority over the Project Site and the Subcontractor's Work. Copies of all permits to be sent to Company Name for project records.
2. In addition to other requirements enumerated in the Contract Documents, this Subcontractor shall be responsible for adhering to all local governing authorities associated with registration, bonds, fees, licenses, inspections, etc. The Contractor shall secure the general building permit The Subcontractors shall secure permits for their work as applicable.
3. Subcontractors shall perform their work in compliance with all existing, codes, laws, and ordinances, governmental, OSHA and EPA regulations.
4. The Subcontractor shall be responsible to coordinate, and schedule all required inspections and secure approval of the Subcontractor's Work in at a timely fashion that causes no delay or disruption to the Project Schedule or Subcontractor's Work.
5. The Subcontractor shall cooperate with all testing personnel and laboratories engaged by either the Owner or the Contractor. When testing or inspection is required by the Contract Documents, the Subcontractor shall: (i) assist the Contractor in scheduling the testing and inspection; (ii) insure that the Subcontractor's Work has sufficiently progressed to permit the testing and inspection; and (iii) provide the required access for the testing and inspection.
6. The Subcontractor shall be responsible for and reimburse the Owner and the Contractor for all retesting costs incurred that is caused, in whole or in part, by incomplete or deficient Subcontractor's Work. The Subcontractor shall also be responsible for any premium off-hours' inspection costs.

7. All testing and inspections are to be scheduled sufficiently in advance so that the Owner, the Contractor, and their representatives can attend. All testing and inspection dates must be coordinated through the Contractor.

G. COORDINATION

1. The Subcontractor shall coordinate the Subcontractor's Work with all other subcontractors and trades. All coordination by the Subcontractor with all other subcontractors and trades shall be through the Contractor, unless otherwise directed. If directed by the Contractor, the Subcontractor shall copy the Contractor on all written and confirm all verbal communications between the Subcontractor and all other subcontractors and trades.
2. The Subcontractor's Project Manager and On-Site Foreman shall attend the following Project meetings:
 - i. Kick-Off Meetings;
 - ii. Pre-Installation & Safety Meetings;
 - iii. Scheduling / Pull-Plan Meetings prior to the Commencement of a major work phase;
 - iv. Weekly Coordination and Progress Meetings – at least 4 weeks prior to commencement of the Subcontractor's Work;
 - v. Daily Foreman Meetings – (On-site Foreman required) at least 5 days prior to the commencement of the Subcontractor's Work.

The Subcontractor shall be held responsible for knowledge of the content of all progress meetings regardless of the Subcontractor's attendance. Minutes, at the Contractor's option, may be prepared and issued to the Subcontractor. Any exception by the Subcontractor to the contents of meeting minutes must be submitted to the Contractor not later than two (2) calendar days from the date of distribution, or in the absence of a timely exception, the meeting minutes will be deemed accurate and complete.

A contractor representative shall be present who is able to make decisions about manpower and cost. Failure to attend any of these meetings will result in a \$100 fine per occurrence.

3. The Subcontractor shall insure the attendance at Project Meetings of its material suppliers and manufacturers as required by the Contract Documents or required by the Contractor.
4. Prior to the start of work, certificates of insurance and Worker's Compensation shall be furnished to Company Name.
5. Project Information (RFI's, Bulletins, ASI's, submittals, and Proposals) will be distributed electronically. The Subcontractor shall insure that all required information is distributed to its field staff in a timely manner and responded to without delay to the Project Schedule. All Construction Drawings, including all revisions, will be uploaded to Bluebeam, PlanGrid, or another similar software depending on the project requirements. Each subcontractor will be required to access the drawings electronically for viewing and downloading from the app or any web browser. Each foreman on the project shall be in possession of, and know how to use, an iPad or equivalent smart tablet which has internet connectivity from a cellular network independent of Wi-Fi sources due to the remote nature of many jobsites. Buying a subscription, for enhanced mobile app usage, will be at the contractor's discretion. To gain access to the project the account holder's email must be provided to Company Name.

6. If the exact location of an item to be installed by the Subcontractor is not indicated by dimensions on the Plans or noted in the Specifications, the Owner reserves the right to determine the location in the field prior to rough-in. If the exact dimensions of a product to be supplied by the Subcontractor is not shown on the Plans or noted in the Specifications, the Owner reserves the right to determine the dimensions prior to order placement or fabrication. Any such dimensional location or selections shall not be a basis for an adjustment in the Subcontract Amount.
7. The Subcontractor shall install systems, materials, and equipment in conformance to all approved submittals and coordination drawings. The Subcontractor shall install Subcontractor's Work to conform to the arrangements noted on the Contract Documents, approved submittals, and coordination drawings. The Subcontractor shall be responsible to confirm Drawings used for Construction include the most current revisions and bulletins. The Contractor is not responsible for the accuracy of Project Documents, drawings, or electronic files.

H. EMPLOYEE CONDUCT

1. The Contractor reserves the right to bar any employee of the Subcontractor, the Subcontractor's Sub-tiers or vendors that acts in any way to inhibit the safe and timely progress of the construction activities at the Project Site or elsewhere or is under the influence, uses or brings alcohol or drugs on the Project Site before, during or after working hours.
2. The Subcontractor shall not bring visitors to the Project Site without the express written consent of the Contractor.
3. Any Subcontractor employee or employees of the Subcontractor's Sub-tiers or vendors that does not use proper washroom facilities will be removed from the Project Site and the Subcontractor shall be responsible to repair or clean up any resulting damage.

I. SAFETY

1. The Subcontractor shall comply with the Contractor's Project Safety Plan. The Contractor requires adherence to all safety requirements set forth in the Contractor's Project Safety Plan that are above and beyond OSHA requirements, including but not limited to:
 - a. Scaffolding- Fall protection required at or above 6'
 - b. Steel Erection- Fall protection required at or above 6'. Self-retracting Leading Edge (LE) lanyards required any time workers are walking beams or any other scenario where any lanyard may come into contact with a sharp edge. Double LE retractables are required any time there may be a break in anchor point continuity.
 - c. Assembly/Disassembly of cranes – Fall protection required at or above 6'
 - d. Scissor Lift - Body harness with self-retracting lanyard required while elevated at or above 6'
 - e. Scissor Lift – Scissor lifts without manufacturer equipped anchor points will not be permitted
 - f. All body harnesses must be equipped, and worker trained to use suspension trauma safety straps
 - g. All self-retracting lanyards or horizontal lifelines used on or near an unprotected side or edge or leading edge must be ANSI Leading Edge (LE) rated

- h. No use of 6' shock-absorbing lanyard at any elevation below 18 ½' and never in any MEWPs
- i. Safety Monitor- No use of safety monitor in lieu of fall protection permitted without specific approval from AMHigley safety team personnel and documented in the Safety Plan
- j. Controlled Decking/Access Zone/Rope Grab - No use of controlled decking/access zones or rope grabs without specific approval from AMHigley safety team personnel and documented in the Safety Management Plan
- k. Any use of PFAS shall also require the subcontractor to generate a rescue plan to promptly rescue any fallen worker
- l. The Onsite Safety Coordinator must have an OSHA 30 card that was issued no more than 5 years ago, or an OSHA 8 hr. refresher course (Cleveland Area only) issued by an authorized Safety Forum trainer within the past 3 years, and a First Aid/CPR certification no more than 2 years old
- m. The Competent Person shall have documented training for each area named as competent from a qualified person and this documentation shall be included in the Safety Plan submittal: Trench & Excavation, Confined Space, LO/TO, Silica, Fall Protection, and Scaffolding are non-negotiable, and others may apply as scope of work dictates.
- n. All excavations that come within 36" of an underground utility shall have hydro vacuuming potholing to exactly identify the location and depth of the buried utility prior to proceeding with powered equipment or machinery. Hydro vacuuming is to be conducted every 50 linear ft or where other utilities could be reasonably expected.
- o. All workers entering onto the project site shall be equipped with a new style helmet that is in compliance with EN 12492 or ANSI Type 2 specifications. All workers shall keep chinstrap secured at all times. Contractor shall submit documentation as a part of their safety management plan on which make and model(s) their company has and the plan for implementation if not fully fielded to workers at the time of mobilization. If the Subcontractor's employee does not arrive at the jobsite with a new style helmet, one may be provided to them at a cost equal to AMHigley's cost. The cost of any supplied helmet and visor will be deducted from the subcontractors contract at the current price paid by AMHigley.
- p. Other PPE Requirements:
 - i. Z-87+ safety eyewear either as an integrated visor to the helmet, rated safety glasses, or rated prescription safety glasses with side shields
 - ii. High Visibility Safety Vest (Class I) while outdoors
 - iii. Cut Level 4 (this is a minimum, more if task or hazard requires) hand protection gloves
 - iv. Full face shields for all tasks that generate flying particles in addition to safety rated eyewear. Always when cutting, grinding, chipping.
 - v. Shirts with sleeves (no cut-offs or tank tops), heavy denim or equivalent trousers, and appropriately protective footwear

- vi. Employer shall comply with OSHA 1926.28(a) whereas the employer is responsible for requiring the wearing of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions or where this part indicates the need for using such equipment to reduce the hazards to the employees
 - q. All steel erectors who are subcontracted under the steel fabricators shall go through the AMHigley pre-qual process and be approved prior to being awarded a subcontract by the steel erector.
- 2. Each subcontractor is required to use the HammerTech safety software to submit all Safety Plans, JHA's, and SDS's 15 days prior to starting work, and have each item approved prior to their start date. The subcontractor is also responsible to have each of the following tasks completed within the HammerTech program: Safety Orientation, Weekly Toolbox Trainings, Weekly Huddles, Incident Reporting, Excavation permit, hot work permits, confined space checklists and incident forms. All safety Issues will be resolved within the program. These items will be discussed in the welcome email that the contractors will receive. Each foreman on the project shall be in possession of, and know how to use, an iPad or equivalent smart tablet which has internet connectivity from a cellular network independent of Wi-Fi sources due to the remote nature of many jobsites.
- 3. All employees who disregard safety practices will be removed from the Project Site.
- 4. A Safety Management Plan (AKA as a 3SP) template is included in the Project Safety Plan (Section 1.5) to assist subcontractors in completing their safety plan. For any subcontractor who has not previously obtained approval on a safety plan, meet with a member of the Company Name safety team prior to attempting to generate this document.
- 5. All subcontractor employees are required to complete the Company Name safety orientation in HammerTech prior to arriving to the project site on first day of work. Prior to completing the HammerTech orientation, each worker must:
 - a. Create a profile in HammerTech
 - b. Upload a government issued photo ID
 - c. Upload proof of a current (within the past year) 11panel substance abuse test that is equal to or more stringent than the panel and thresholds listed in the Project Safety Plan
- 6. All workers on Company Name projects sites must remain current within the past year on all substance abuse tests.
 - a. Post incident substance abuse test to the Project Safety Plan standards shall occur immediately but no later than the end of the workday should any injury require off-site medical attention, or an incident occur as defined in the Project Safety Plan. The Subcontractor shall immediately report all injuries, incidents and near misses upon occurrence and in HammerTech, submit an Incident Report within twenty-four (24) hours of the occurrence.
 - b. For any subcontractor whose employees do not carry a drug card (out of town companies), this subcontractor shall coordinate with the Company Name safety team the process by which the subcontractor will demonstrate that all employees are, and shall remain, current throughout the term of the contract and their test meets equal or greater than Project Safety Plan Appendix A 11 panel standards.

7. Demolition - Contractor shall pay strict attention to 1926.850(a), which requires an "engineering survey" to be completed prior to starting demolition. When the Company Name Project Manager so invokes this requirement, at the expense of the subcontractor; a state-licensed third party Professional Engineer shall conduct and prepare specific documentation that records the Engineering Survey results. The Engineering Survey Report shall be signed and dated by the person conducting the survey. All projects with structural demo where an incidental collapse may cause injury or property damage, a sequenced demolition plan shall be generated by a PE and this plan shall be provided to the contractor which details the order in which structural members are demolished.
8. Crystalline Silica standards
 - a. Subcontractor shall complete the Exposure Control Plan and include a plan covering their silica dust generating tasks in the safety management plan within HammerTech. A template is found at: plan.silica-safe.org NOTE: The OSHA regulation requires a significant amount of air sampling data. Plan for some expense for air sampling, respiratory physical evaluations, and outfitting employees with respirators for any silica generating tasks.
 - b. Subcontractors who may potentially generate crystalline silica dust, or have workers exposed to the hazard also must generate this exposure control plan for their specific scope of work. This plan shall be incorporated into each subcontractor's safety management plan.
 - c. Subcontractors must regularly update this exposure control plan so that it accurately reflects the jobsite silica hazards and effectively addresses all mitigation efforts.
9. All Subcontractor tools shall meet OSHA and NEC specifications and requirements. All Subcontractor electrical tools and equipment shall conform to 110-120 volt circuits and be ground-fault protected.
10. The Subcontractor shall not remove any safety apparatus, handrail, perimeter cabling system, devices or equipment without submission to the Contractor of a written OSHA compliant, interim work plan, and notification and discussion at the preceding Weekly Coordination and Progress Meeting. The OSHA compliant interim work plan shall include all required and necessary provisions to maintain a safe work environment for all field personnel at the Project Site. The Subcontractor shall be responsible to securely replace all original safety apparatuses to their proper locations prior to vacating the affected work area.
11. The Subcontractor shall constantly and continuously monitor every aspect of its performance and practices to ensure that the Subcontractor is in strict compliance with its Safety Management Plan and the Project Safety Plan and all OSHA requirements. The Subcontractor shall conduct a documented weekly safety inspection of the Project Site and submit an inspection report to the Contractor. The Subcontractor shall conduct a documented daily inspection of all powered equipment, occupied trenches and scaffolding and submit an inspection report to the Contractor. This Agreement includes the supply of all required safety devices to protect the Subcontractor's Work. The Subcontractor shall develop, submit and install an OSHA compliant lockout/tagout program during testing, commissioning and as otherwise required.
12. The Subcontractor shall provide 100% impalement protection for the Subcontractor's Work, including any plastic or metal conduit, mechanical pipe, plumbing pipe, uni-sheet, rod, form pins, threaded rod, rebar that is 3 inches in diameter or less which is stubbed in height less than 4 feet above work surfaces or whenever field personnel are working above these installations and is exposed to same or is attached to or hanging down from ceilings and elevated surfaces. All fence posts for temporary fencing 4 feet in height or less shall have impalement protection regardless of

diameter. All form ties that are located less than 7 feet from the work surface or extend more than 2 inches from the foam system shall have impalement protection.

J. SITE UTILIZATION

1. The normal work hours at the Project Site are as listed in the Schedule B, (exclusive of holidays). All requests for premium time performance of the Subcontractor's Work, outside of normal work hours, shall be preapproved by the Contractor. The Contractor may, at the Contractor's sole election, require the Subcontractor to reimburse the Contractor for the additional cost of utilities and supervision required during the Subcontractor's premium time performance.
2. The Subcontractor acknowledges that there may be limited space at the Project Site for the Subcontractor's field office or storage space and prior to occupancy of such space, the Subcontractor must receive the approval of the location assignment from the Contractor. If granted by the Contractor, the field office and/or storage space shall be kept clean, neat, and presentable by the Subcontractor. Any Subcontractor field office and/or storage space or materials stored at the Project Site must be removed and relocated when requested by the Contractor. The protection and security of the Subcontractor's material, tools, and equipment stored at the Project Site shall be the sole responsibility of the Subcontractor. Company Name and the Owner is not responsible for theft.
3. No deliveries will be accepted at the Project Site outside of normal working hours without the prior approval of the Contractor. All Subcontractor's deliveries shall be scheduled with the Contractor at least seventy-two (72) hours in advance. All Subcontractor deliveries shall be made to the designated Project Site delivery entrance or staging areas. The Subcontractor shall be responsible for all hoisting, flagman, and traffic control required for access and delivery of the Subcontractor's material and equipment.
4. The Subcontractor shall, at its sole cost and expense, keep the Project Site free at all items from all waste, packaging materials, rubbish, dirt and debris and waste and debris from Subcontractor's employees generated in connection with the Subcontractor's Work and shall remove same on a daily basis as required by the Contract Documents and the Contractor. The Subcontractor shall keep passageways, stairs and general walkways free of materials, debris and trip hazards and shall remove all unused materials from the Subcontractor's work areas on a daily basis unless required to immediately complete incomplete activities but said materials shall be stored without blocking general walkways. At the completion of the Subcontractor's Work in an area, the Subcontractor shall remove all of its tools, equipment, scaffolds and surplus materials and broom clean the area.
5. The Subcontractor shall supply, at its sole cost, the following for its use in performing the Subcontractor's Work, unless otherwise provided in this Agreement: (a) field office, storage, change and tool trailers and associated utility service; (b) drinking water and ice; (c) hoisting and movement equipment for materials and labor; (d) safety apparatus and barriers; (e) construction task lighting; (f) weather protection; (g) pumping and dewatering equipment; (h) scaffolding; and (i) telephone and internet service.
6. The Subcontractor shall notify the Contractor of all storage requirements for the Subcontractor's Work before mobilization to the Project Site. The Contractor shall coordinate the material storage areas and all material deliveries to the Project Site giving priority to scheduled just-in-time deliveries most critical to the Project Schedule.
7. The Subcontractor shall be responsible for any shipping, receiving, and unloading of materials and equipment to and from storage areas. The Subcontractor shall be responsible for all storage requirements for Subcontractor's material and equipment prior to delivery to the Project Site and the Subcontractor acknowledges that the Subcontractor Amount includes all storage requirements (both on and off the Project Site) necessary for the Subcontractor's Work.

8. The storage of materials and equipment at the site shall be permitted only to the extent approved in advance by Company Name Superintendent. No overstocking of materials shall be permitted. If materials and equipment so stored obstruct the progress of anyone's work on this project, they shall be removed or relocated by this Subcontractor as may be directed by Company Name without reimbursement of cost.
9. The Subcontractor shall ensure that dust, mud, and other debris generated by the Subcontractor's Work do not interfere with or damage traffic operations, adjacent property or otherwise interfere with other work at the Project Site. The Subcontractor shall comply with the Site Erosion Control Plan and ensure that no dirt, mud, or other debris is tracked off the Project Site on to adjacent roadways. The Subcontractor shall clean all of the Subcontractor's vehicle tires before leaving the Project Site and shall clean all mud and debris from all adjacent roadways. The Subcontractor shall comply with all dirt and dust control plans. All trucks for the Subcontractor's Work which transports earth materials or loose materials to or from the Project Site shall be covered with a suitable covering fastened over the load.
10. The Subcontractor shall be responsible to repair or replace any damage to any erosion control device caused, in the Contractor's sole determination, by the Subcontractor's work.
11. The Subcontractor shall remove all snow or precipitation as required to perform the Subcontractor's Work. The Subcontractor is responsible for dewatering all work areas due to snow or precipitation required for the continued performance of the Subcontractor's Work in accordance with the Project Schedule. The Subcontractor's dewatering efforts must be sufficient to maintain the progress of the Subcontractor's Work in accordance with the Project Schedule and if insufficient, the Contractor may elect to perform the required dewatering and charge all cost incurred thereby to the Subcontractor.
12. The Subcontractor shall properly store material on floors in a fashion that will not impair the structural integrity of the building structure or otherwise crack concrete surfaces. The Subcontractor shall not move or store the Subcontractor's materials throughout all work areas to insure no structural impairment or concrete floor cracking occurs. The Subcontractor shall provide, at its sole cost, all required bracing to facilitate the storage or movement of the Subcontractor's materials and equipment throughout the Project Site to fulfill the Subcontractor's obligations herein.

K. PHOTOGRAPHY & PUBLICATIONS

1. The Subcontractor and its employees shall not be permitted to use any photography, images, video, or data from the Project Site without the prior written approval from Company Name, the Project Owner, and Architect. This includes any posting of photography, images, video, Project Documents, or data to any Company Website or Social Media account for any reason.
2. The Subcontractor shall not, without the prior written approval from Company Name, advertise, publish, issue a press release, or otherwise make known its affiliation with the Project, Owner, and/or any aspect of the Project, including, but not limited to, photography, advertising, publicity, or promotional materials. Subcontractor materials shall not include any project confidential or proprietary information of Company Name, Project Owner, Architect, or their respective affiliates.
3. The Subcontractor shall not be permitted to use a drone or unmanned aerial system ("UAS") on or around the Project Site without written approval from Company Name. If use of a drone has been approved, the Subcontractor agrees to share with Company Name the following: All edited and raw video or photography, flight logs, raw data, point clouds, and digital surface/terrain models. The Subcontractor shall be responsible for any required Permits and/or Licenses and shall follow all FAA and other local/state requirements.

L. UTILITIES

1. The Subcontractor agrees to assume sole responsibility to ensure that all existing utilities are not damaged by the Subcontractor's excavation, trenching, auguring, drilling, hoisting, or otherwise associated with the Subcontractor's Work. The Subcontractor shall contact the appropriate utility or utility locator service to inspect the Subcontractor's work area and locate existing underground utilities sufficiently in advance of the commencement of the Subcontractor's Work. The Subcontractor shall preserve or re-establish the utility markings should they be disturbed or removed. All underground utilities shall be exposed by hand before commencing mechanical excavation. The Subcontractor accepts sole responsibility for all costs to repair or replace underground utilities, whether located or not, that are damaged by the Subcontractor's Work.
2. The Subcontractor shall determine the exact and final location and extent of any existing or proposed utilities at or adjacent to the Project Site. The Subcontractor's work which is adjacent or near to any utility shall not be commenced until all necessary arrangements to protect these utilities have been performed. All Subcontractor's Work that requires the disruption of utility services shall be scheduled to eliminate or minimize the impact on the Owner's and the Contractor's operations, including all third-party subcontractors. The Subcontractor shall provide the Contractor with at least seventy-two (72) hour notice prior to the Subcontractor's disruption of any utility service. Any required utility cutovers or interruptions needed to perform the Subcontractor's Work shall be performed after normal working hours or on weekends in accordance with the Contract Documents, regulations, and utility provider requirements. Under no circumstances shall any Subcontractors temporarily disconnect service without prior approval.
3. The Subcontractor agrees to be responsible for the cost to repair or replace all underground utilities at or adjacent to the Project Site that is damaged by the Subcontractor's equipment loading. The Subcontractor, upon the Contractor's request, shall transmit all equipment loading information for Subcontractor's equipment. The Subcontract Amount includes all temporary loading support required to ensure safety of all underground utilities at or adjacent to the Project Site from damage caused by the Subcontractor's equipment loading.
4. The Subcontractors are responsible for all necessary utilities required to perform their work, until temporary utility usage can be provided.
5. Power Other Than 120V: If Subcontractors requires power other than 120V for their work, that Subcontractor is responsible to provide that power.

M. HOISTING

1. Unless otherwise provided in this Agreement, the Subcontractor shall provide for the loading, unloading, rigging, hoisting and placement of all materials and equipment required for the Subcontractor's Work.
2. The Subcontractor shall identify and coordinate with the Contractor all necessary leave-outs of walls, windows, doors, fences, and other components for access of all materials and equipment required for the Subcontractor's Work sufficiently in advance for the Contractor's approval. The Subcontractor shall be responsible for all costs incurred to remove and replace all walls, windows, doors, fences, and other components which have been installed to provide the Subcontractor with access for all Subcontractor's materials and equipment.

N. SUBCONTRACTOR'S SCHEDULES

1. The Subcontractor shall include in the Subcontract Amount any out-of-sequence Subcontractor's Work required to meet the Project Schedule. All out-of-sequence work caused by temporary facilities, construction plant removal, trash or hoist installation or removal, material delivery openings or material staging shall be included. Subcontractor Work interruptions necessitated by

special construction phasing, Owner operations, Owner material deliveries and installation shall be anticipated in the Subcontract Amount. The Subcontractor shall also include in the Subcontract Amount a reasonable amount of come-back operations to complete work in each work area.

2. The Subcontractor shall, on a weekly basis, submit a four (4) week look ahead schedule of the Subcontractor's activities, durations, manpower and equipment to the Contractor at the Weekly Coordination and Progress Meetings. The submission of the Subcontractor's weekly, four (4) week look-ahead schedules is a material requirement of this Agreement.
3. The Subcontractor shall include in the Subcontract Amount, the cost to perform reasonable premium time and out-of-sequence Subcontractor's Work due to trade coordination, temporary omissions, final tie-ins, commissioning, system adjustments, and/or the non-performance by the Subcontractor.
4. The Subcontractor shall furnish, within two (2) weeks from notice of award, a detailed procurement and work activity schedule. The Subcontractor's schedule submission shall be in critical path format that discloses all calendars, float, logic, sequences and activities, including, but not limited to the following: (i) a comprehensive listing of all material and equipment submittal packages including submittal dates and lead times required for approval, fabrication, manufacture and delivery; (ii) a comprehensive listing of each and every Subcontractor's Work activity broken to show maximum durations of no more than two (2) weeks which identifies the work days, labor, equipment and crew requirements to perform that activity; (iii) the scheduled monthly manpower and anticipated monthly billings; and (iv) any other information required by the Contract Documents or the Contractor. The items in this schedule must coincide with the overall master project schedule. Should the contractor fail to maintain the schedule all costs associated with the delay will be the responsibility of the contributing contractor. Should you fail to submit a schedule, it will be assumed that this contractor will conform to the logic and durations noted in the master schedule set out in Schedule D which is updated periodically. It is understood that multiple mobilizations may be required to complete the contract work, and additional compensation shall not be provided. Contractors are expected to review the schedule updates as sent out with meeting minutes. If contractors do not reply to schedule updates with any issues within 5 business days, it is assumed that no issues are present, and the schedule shall constitute the new contract schedule.

O. SUBMITTALS

1. The Subcontractor shall provide, within two (2) weeks of the notice of award, a submittal log which identifies all required submittals that are required to perform the Subcontractor's Work in accordance with the Contract Documents. The submittal log shall identify the material or equipment, the Contract Document reference and the necessary lead time in accordance with the Subcontractor's Schedule and a reasonable review time (no less than twenty (20) days) by the Contractor and the Architect. Failure to submit within in a timely manner to work within the project schedule will result in the contractor being responsible for all costs to recover the lost time as well as any other impacts to other contractors.
2. The Subcontractor shall submit, in electronic and/or written form as determined by the Contractor, each required submittal as a complete package of required information as identified in the applicable Contract Documents. All incomplete submittals may be returned with no review and if so the Subcontractor shall be solely responsible for any delay in the Project Schedule caused by the resubmission of a complete submittal.
3. The Subcontractor shall submit all submittal packages in accordance with the submittal forms as required by the Contractor. All submittals that are submitted without the required submittal forms may be returned to the Subcontractor without review and the Subcontractor shall be solely responsible for any delay in the Project Schedule caused thereby.

4. The Subcontractor shall list all deviations or modifications from the applicable Contract Documents on all submittals for products or systems that differ from the identified, acceptable suppliers or manufacturers or constitute a substitution request. The Subcontractor's submittal shall clearly identify all deviations or modifications from the applicable Contract Document requirements. The Subcontractor's failure to clearly identify the deviation or modification may result in the return of the submittal without review. The Subcontractor agrees that all submittals which do not clearly identify the requested deviation or modification from the applicable Contract Document shall be conclusively deemed to be unapproved and constitute defective Subcontractor's Work even if the submittal was reviewed and approved by the Contractor and/or the Architect.
5. The Subcontractor shall re-submit, within ten (10) days, all submittals that have been returned or rejected in whole or in part. The Subcontractor shall be responsible for all review costs of the Contractor and/or the Architect attributable to the third or greater resubmissions of a Submittal package.
6. Should the Subcontractor encounter latent conflicts or issues in the Contract Documents that require additional information and/or clarification to permit performance of the Subcontractor's Work, the Subcontractor shall immediately submit a Request for Information (RFI) to the Contractor. The Contractor shall not prepare or generate an RFI on the Subcontractor's behalf. Verbal notifications of conflicts or issues in the Contract Document by the Subcontractor to the Contractor shall not be deemed compliance with the Subcontractor's obligation to submit an RFI. Each RFI shall be limited to a single conflict or issue and be written in a clear or concise manner. The Subcontractor shall, in each RFI, provide references to all applicable Plans and Specification sections to expedite the review of the RFI. As applicable, the Subcontractor shall provide suggested solutions and anticipated schedule and cost impacts for each RFI. The Subcontractor shall identify the required response date, no sooner than five (5) days from submission if expedited review is required to maintain the progress of the Subcontractor's Work.
7. The Subcontractor shall notify the Contractor, within twenty-four (24) hours of the receipt of a response to the RFI, should the Subcontractor believe that a potential cost or time impact to the Subcontractor's Work will be caused thereby. Should the Subcontractor fail to provide notification of potential cost or time impacts. The Subcontractor shall be deemed to have waived any entitlement to any cost or time impact resulting from the RFI response.
8. The Subcontractor shall receive all RFI's and all RFI responses. The Subcontractor shall immediately review all RFI's and all RFI responses to determine any and all potential impacts to the Subcontractor's Work. The Subcontractor acknowledges that the Subcontract Amount includes the cost required to review all RFI's and RFI responses. The Subcontractor agrees it shall be responsible to remedy the Subcontractor's Work should the Subcontractor perform the Subcontractor's Work in a manner which is inconsistent with an RFI response after the RFI response is issued.

P. QUALITY ASSURANCE/QUALITY CONTROL

1. The Subcontractor shall take all necessary precautions to protect the finished and unfinished work of other trades from damage or disturbance caused by the performance of the Subcontractor's Work and shall conduct the Subcontractor's operations in a fashion to minimize interference with work performed by others. The Subcontractor shall be responsible for all cost to remedy or repair all damage to the finished or unfinished work of others that is caused, in whole or in part, by the performance of the Subcontractor's Work.
2. If the Contractor is unable to determine the cause or causes of damage to the finished or unfinished work in a work area, the Subcontractor agrees that the Contractor shall have the right to assign the cost to remedy or repair the aforesaid damage to all subcontractors performing operations in the Work area on a pro rata basis in proportion to the percentage of manpower

employed by each subcontractor to the total manpower employed by all Subcontractors in the work area during the time frame the damage occurred.

3. The Subcontractor shall perform all necessary field measurements for the proper fit of the Subcontractor's Work. The Contractor shall provide base building survey and control points. The Subcontractor shall measure from control points and confirm the accuracy of the Subcontractor's Work. The Subcontractor shall timely perform all field measurements, including multiple field measurements, required to maintain the Project Schedule. The Subcontractor acknowledges that the Subcontract Amount includes all cost associated with all required field measurements including multiple field measurements, as required. All the Subcontractor's Work which is incorrectly installed due to improper field measurements will be immediately replaced at the Subcontractor's sole cost and expense.
4. The Subcontractor shall notify the Contractor of all requests for temporary construction opening. All temporary construction openings that require structural modifications shall be designed by a registered professional engineer provided by the Subcontractor who is licensed in the state in which the Project Site is situated and the Subcontractor shall submit all calculation to the Contractor for submission to the Architect. The Subcontractor shall pay for all costs incurred to install and close the temporary construction openings unless otherwise provided in this Agreement.
5. The Subcontractor shall provide a sand or litterbox under all pipe cutting or threading tools and protect the floor from all oil staining. The Subcontractor shall provide all necessary protection on all of the Subcontractor's tools that are operated anywhere inside the building or over exterior concrete areas at all times during the performance of the Subcontractor's Work.
6. The Subcontractor shall not apply permanent layout markings for the Subcontractor's Work. The Subcontractor shall pay all costs incurred to remove the Subcontractor's layout markings on all permanent components of the building.
7. The Subcontractor agrees to perform the Subcontractor's Work with the goal of achieving a zero item punchlist at the completion of the Subcontractor's Work. The Subcontractor shall immediately respond and correct all quality issues as they occur.

Q. CLOSEOUT DOCUMENTATION

1. The Subcontractor shall note all changes to the location of equipment, fixtures, support structures and all permanent installations on an as-built copy of the Contract Documents on a weekly basis. The as-built set of Contract Documents shall be kept in the Contractor's field office for use and review by the Owner, the Contractor and other third-party subcontractors.
2. The Subcontractor shall provide final as-built and operational documentation for all of the Subcontractor's Work, updated to reflect as-built deviations from locations identified in the Contract Documents. All final as-built documentation for the Subcontractor's Work shall be submitted to the Contractor in AutoCAD format or such other format as required by the Contract Documents.
3. The Subcontractor shall provide all warranties, trainings, operations, maintenance, and parts information for the Subcontractor's Work as required by the Contract Documents. The Subcontractor acknowledges that final payment of the Subcontract Amount is not due and payable until all close-out documentation (as-built documents, training, operations and maintenance information, warranties, spare parts and attic stock) have been delivered to the Contractor and approved by the Owner.
4. All warranties begin at the Date of Substantial Completion. This date is established by the Certificate of Substantial Completion issued by the Architect. The Subcontractor is responsible

for all costs associated with correcting the work including but not limited to cleaning, selective demolition, patching, protection, and repairs.

Company Logo

Job No.:	Job Number
Contract No.:	Subcontract Number
Contact:	Vendor PM Name
Phone:	Vendor PM Phone
Email:	Vendor PM Email

SHORT FORM SUBCONTRACT AGREEMENT

THIS AGREEMENT made as of the Contract Date Day day of Contract Date Month (Long) in the year of Contract Date Year.

BETWEEN the Contractor:

Company Name
Company Address
Company Phone Number

and the Subcontractor:
(Name and Address)

Vendor Name
Tax ID/SIN
Vendor Address

The Contractor and Subcontractor in consideration of the terms, covenants and conditions herein contained agree as set forth below:

SUBCONTRACT SCOPE AND AMOUNT

A. The Subcontractor agrees to furnish all supervision, labor, materials, tools, scaffolding and equipment necessary to perform all work as set forth in Section B hereof, for the construction of the project identified as Job Name (the "PROJECT") for Contract Customer Name (the "OWNER"), in strict and complete accordance with the Project plans, specifications, addenda and other documents dated Subcontract Header Custom Field 4 as is more fully described in Schedule "C" to this Agreement if attached hereto and incorporated herein by reference and all subsequently issued modifications thereto by Architect Company (the "ARCHITECT"), or by CONTRACTOR.

B. A summary of the work to be performed by the Subcontractor, including all supervision, labor, material, tools, scaffolds and equipment (hereinafter called the Work) is as follows and as further identified and described in Schedule "B" to this Agreement if attached hereto and incorporated herein by reference:

Scope of Work

C. In consideration whereof, the Contractor agrees to pay the Subcontractor for the full and faithful performance of their Work the sum of Original Contract Amount Description (\$Original Contract Amount).

The Subcontract Sum includes all Federal, State, County, Municipal and other taxes imposed by law and based upon labor, services, materials, equipment or other items required, performed, furnished or used for or in connection with the Work, including but not limited to sales, use and personal property taxes payable by or levied or assessed against the Owner, Contractor or Subcontractor. Where the law requires any such taxes to be stated and charged separately, the total price of all items included in the Work plus the amount of such taxes shall not exceed the Subcontract Sum.

PAYMENTS – Application for payment shall be submitted as Subcontract Header Custom Field 5, per the terms described below in the applicable section.

A. STANDARD APPLICATION FOR PAYMENT

- a. Progress Payment - On or before the 20th day of each month during the performance of the Subcontractor's Work, the Subcontractor shall submit to the Contractor through the online portal, the Contractor's Application for Payment. Upon approval from the Contractor, the Approved Application for Payment will automatically be considered Final for that period. Such Application for Payment, shall set forth the Subcontract Amount incurred to the date of such Application for Payment, allocated among the categories set forth in the Schedule of Values and separately stating that portion of the Subcontract Amount that constitutes the labor, materials, supplies, systems, appliances, equipment, fixtures and other items required for or in connection with the construction, furnishing, or equipping of, or for inclusion in, the Subcontractor's Work and all sales and use taxes payable with respect to such items. To the extent not previously furnished, each Application for Payment shall be accompanied by such supporting evidence required by the Contractor to verify the Amount included in each Application for Payment and by original, executed Partial Waivers of all Liens for all the Subcontractor's Work performed and all services and materials provided with respect to the Project, to the extent the Contractor has made payment to the Subcontractor for such items pursuant to all prior Applications for Payment. Each Application for Payment shall contain an allocation of the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the Application for Payment. Retainage in the amount of **Retainage Percentage %** shall be withheld from each progress application. Billing and payment of retainage to be at project completion or as agreed upon by the project Owner.

Within ten (10) days of receipt of payment for the same from Owner under the General Contract, Contractor shall make a progress payment to Subcontractor equal to the amount actually received from Owner less any amounts withheld pursuant to this Agreement or any other Agreement between Contractor and Subcontractor. It is expressly agreed by and between Contractor and Subcontractor that the receipt by Contractor of payment from the Owner which includes the requested amount is an express condition precedent to Contractor's obligation to pay Subcontractor. If Contractor has provided payment and/or performance bond(s) for the Project, the obligation of the surety under said bond(s) to make any payment to the Subcontractor (whether an interim or final payment) or any other claimant is subject to an express condition precedent that Contractor (or its surety) receive payment therefor by the Owner. No payment, (final or otherwise), made under or in connection with this Agreement shall be conclusive evidence of the Subcontractor's performance of its Work pursuant to this Agreement, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall payment release the Subcontractor from any of its obligations under this Agreement.

- b. Final Payment - The final payment shall be due within forty-five (45) days after the completion and acceptance of the Work by the Contractor, Architect, and the Owner, provided first, however, that (i) Contractor shall have received final payment thereof from the Owner, (ii) the Subcontractor shall have furnished evidence satisfactory to Contractor that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work, (iii) delivery of all guaranties, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings and similar items required of Subcontractor or its suppliers or subcontractors and (iv) the Subcontractor shall have executed and delivered in a form satisfactory to Contractor a General Release running to and in favor of Contractor and the Owner. The satisfaction of all aforesaid requirements is an express condition precedent to Contractor's obligation to make final payment to Subcontractor.

B. INVOICE

- a. Upon completion of work, the Subcontractor shall submit an invoice that shall be due within ten (10) days from approval of the Contractor's Project Manager assigned to the Project.

DAMAGE TO THE WORK - The Subcontractor shall at all times protect its materials and Work, and shall bear and be liable for all loss and/or damage of any kind in connection therewith, at any time prior to final completion and acceptance thereof, unless said damage or loss is caused by the negligence of the Contractor. In carrying out its work, Subcontractor shall take the necessary precautions to protect the finished and unfinished work of other trades from damage caused by Subcontractor's operation and shall conduct its operation as to minimize Subcontractor's interference with work being performed by others including the Contractor.

GUARANTEES - The Subcontractor hereby guarantees the Work to the full extent provided in the Contract Documents and agrees to remove, replace and/or repair at its own expense and at the convenience of the Owner, any faulty, defective or improper work, materials or equipment discovered within one (1) year from the date of the acceptance of the Project as a whole by the Architect and the Owner or for such longer period as may be provided in the Plans, Specifications, General Conditions, Special Conditions or other Contract Documents.

TERMINATION - Should the Subcontractor at any time refuse or neglect to supply a sufficiency of skilled workmen or materials of the proper quality and quantity, or fail in any respect to prosecute the Work with promptness and diligence, the Contractor shall have the right to perform such Work and to deduct the cost thereof from any monies due or to become due to the Subcontractor under this Agreement.

CLEANING UP - The Subcontractor shall, at its own cost and expense keep the Premises free at all times from all waste materials, packaging materials and other rubbish, dirt and debris accumulated in connection with the execution of its Work and shall remove said materials and rubbish as directed by the Contractor. Should the Subcontractor fail to perform any of the foregoing to Contractor's satisfaction, Contractor shall have the right to perform and complete such work itself or through others and charge the cost thereof to the Subcontractor.

SAFETY - The Subcontractor agrees that the prevention of accidents to workmen engaged upon or in the vicinity of its Work is its responsibility. The Subcontractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning the safety as shall be applicable to the Work, including any others, the Federal Occupational Safety and Health Act of 1970, as amended, and with the safety standards established during the progress of the Work by Contractor and/or Owner.

The Subcontractor shall comply with the Contractor's Project Safety Plan. The Contractor requires adherence to all safety requirements set forth in the Contractor's Project Safety Plan that are above and beyond OSHA requirements, including but not limited to:

1. Scaffolding- Fall protection required at or above 6'
2. Steel Erection- Fall protection required at or above 6'
3. Assembly/Disassembly of cranes – Fall protection required at or above 6'
4. Scissor Lift - Body harness with self-retracting lanyard required while elevated at or above 6'
5. Scissor Lift – Scissor lifts without manufacturer equipped anchor points will not be permitted
6. All body harnesses must be equipped, and worker trained to use suspension trauma safety straps
7. All self-retracting lanyards or horizontal lifelines used on or near a leading edge must be ANSI Leading Edge (LE) rated
8. No use of 6' shock-absorbing lanyard at any elevation below 18 ½' and never in any MEWPs

9. Safety Monitor- No use of safety monitor in lieu of fall protection permitted without specific approval from AMHigley safety team personnel and documented in the Safety Plan
10. Controlled Decking/Access Zone/Rope Grab - No use of controlled decking/access zones or rope grabs without specific approval from AMHigley safety team personnel and documented in the Safety Management Plan
11. Any use of PFAS shall also require the subcontractor to generate a rescue plan to promptly rescue any fallen worker
12. The Onsite Safety Coordinator must have an OSHA 30 card that was issued no more than 5 years ago, or an OSHA 8 hr. refresher course (Cleveland Area only) issued by an authorized Safety Forum trainer within the past 3 years, and a First Aid/CPR certification no more than 2 years old
13. The Competent Person shall have documented training for each area named as competent from a qualified person and this documentation shall be included in the Safety Plan submittal: Trench & Excavation, Confined Space, LO/TO, Silica, Fall Protection, and Scaffolding are non-negotiable, and others may apply as scope of work dictates.
14. All excavations that come within 36" of an underground utility shall have hydro vacuuming potholing to exactly identify the location and depth of the buried utility prior to proceeding with powered equipment or machinery. Hydro vacuuming is to be conducted every 50 linear ft or where other utilities could be reasonably expected.
15. All subcontractors entering into a contract with AMHigley shall ensure that all workers entering onto the project site shall be equipped with a new style helmet that is in compliance with EN 12492 or ANSI Type 2 specifications. All workers shall keep chinstrap secured at all times. Contractor shall submit documentation as a part of their safety management plan on which make and model(s) their company has and the plan for implementation if not fully fielded to workers at the time of mobilization. If the Subcontractor's employee does not arrive at the jobsite with a new style helmet, one may be provided to them at a cost equal to AMHigley's cost. The cost of any supplied helmet and visor shall be deducted from the next subcontractor's payment. For the purchase AMHigley made in 2022, that cost was \$130 for the helmet and \$60 for the visor. As supplier costs increase, these stated costs may change.
16. Other PPE Requirements:
 - a. Z-87+ safety eyewear either as an integrated visor to the helmet, rated safety glasses or rated prescription safety glasses with side shields
 - b. High Visibility Safety Vest (Class I) while outdoors
 - c. Cut Level 4 (this is a minimum, more if task or hazard requires) hand protection gloves
 - d. Full face shields for all tasks that generate flying particles in addition to safety rated eyewear. Always when cutting, grinding, chipping.
 - e. Shirts with sleeves (no cut-offs or tank tops), heavy denim or equivalent trousers, and appropriately protective footwear
 - f. Employer shall comply with OSHA 1926.28(a) whereas the employer is responsible for requiring the wearing of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions or where this part indicates the need for using such equipment to reduce the hazards to the employees
17. All steel erectors who are subcontracted under the steel fabricators shall go through the AMHigley safety pre-qual process and be approved prior to being awarded a subcontract by the steel erector.

INDEMNITY - The Subcontractor hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom), as a result of or arising out of or occurring in connection with the execution of its Work, to all persons, whether employees of the Subcontractor or otherwise, and to property, excluding the Work if insured under appropriate Builder's Risk Policy provided by the Owner or the Contractor.

The Subcontractor agrees to indemnify and save harmless, reimburse and defend Contractor and the Owner, their officers, agents, servants or employees from and against any claim, loss, cost, expense, liability, damage or injury, including legal fees and disbursements, they may directly or indirectly sustain, suffer or incur as a result of or arising out of or occurring in connection with the execution of its Work.

INSURANCE - Before Commencing the Work, the Subcontractor shall procure and maintain, at its own expense, until all obligations of the Contract Documents have been satisfied at least the following insurance from insurance companies satisfactory to Contractor: Worker's Compensation and Employers Liability Insurance in accordance with the laws of the State in which Work is situated; Commercial General Liability Insurance including contractual liability insurance against the liability assumed hereinabove, with a minimum limits of \$1,000,000 for each occurrence and \$2,000,000 per project for the general aggregate; and Business Automobile Liability Insurance Covering any vehicle, with a minimum limit for Bodily Injury (including death) and Property Damage of \$1,000,000 per accident.

IN WITNESS WHEREOF, the parties to these present have hereunder set their hands as of the day and year first above-written.

Company Name

Signature:	Signer 5 Signature
Print Name:	Signer 5 Name
Title:	Signer 5 Title
Date:	Signer 5 Signed Date

Vendor Name

	Subcontractor
Signature:	Signer 4 Signature
Print Name:	Signer 4 Name
Title:	Signer 4 Title
Date:	Signer 4 Signed Date

Failure to return this signed Agreement within ten (10) days of receipt of same by the Subcontractor constitutes full acceptance of the price, terms and conditions stated herein and Contractor may rely upon said acceptance.

The Contract Documents consist of this Agreement, the General Contract between the Contractor and the Owner, the General Conditions, the General Requirements and/or Supplementary Conditions (if any) of the General Contract, any Addenda, Alternates, Clarifications, and all Drawings and Specifications issued prior to the effective date of this Agreement and all Documents, Addenda, Drawings and Specifications listed herein as follows:

A. Higley Standard Contract Documents

<u>Title</u>	<u>Date</u>
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B. Project Drawings:

<u>Drawing No.</u>	<u>Title</u>	<u>DWG Date</u>	<u>Rev. Date</u>	<u>Rev. #</u>
A0-00	Cover Sheet	3/5/2026		
C1.0	Topographic Site Survey	3/5/2026		
C2.0	Demolition Plan	3/5/2026		
C3.0	Site Layout Plan	3/5/2026		
C3.1	Paving Details	3/5/2026		
C3.2	Paving Details	3/5/2026		
C3.3	Paving Details	3/5/2026		
C3.4	Fire Access Plan	3/5/2026		
C4.0	Grading Plan	3/5/2026		
C5.0	Utility Plan	3/5/2026		
C6.0	Soil Erosion and Sedimentation Control Plan	3/5/2026		
C6.1	Soil Erosion and Sedimentation Control Details	3/5/2026		
C7.1	Sanitary Sewer Standard Details	3/5/2026		
C7.2	Miscellaneous Standard Details	3/5/2026		
L1-01	Tree Survey Tables and Requirement Calculations	3/5/2026		
L1-02	Landscape Plan	3/5/2026		
A0-01	General Project Information	3/5/2026		
A0-02	Life Safety Plan & Code Information	3/5/2026		
A0-03	Schedules, Door Types/Frames, Storefronts	3/5/2026		
A0-04	Wall Types	3/5/2026		
A0-05	Typical Opening Details	3/5/2026		
A1-01	Demolition Floor Plan	3/5/2026		
A1-02	Demo Roof Plan	3/5/2026		
A1-03	Demo Exterior Elevations	3/5/2026		
A3-01	Ground Level Floor Plan	3/5/2026		
A3-10	Plan Details	3/5/2026		
A3-11	Plan Details	3/5/2026		
A3-20	Roof Plan and Roof Details	3/5/2026		
A4-01	New Work Reflected Ceiling Plan	3/5/2026		
A5-01	New Work Exterior Elevations	3/5/2026		
A5-11	Building Sections	3/5/2026		
A6-01	Wall Sections	3/5/2026		
A6-02	Wall Sections	3/5/2026		
A6-03	Wall Sections	3/5/2026		
A6-11	Section Details	3/5/2026		
A6-12	Section Details	3/5/2026		
A6-13	Section Details	3/5/2026		
A8-01	Interior Elevations	3/5/2026		
A8-11	Casework Details	3/5/2026		
A8-12	Cast Stone Profiles and Signage	3/5/2026		
S3-01	Foundation Plan	3/5/2026		
S3-02	Roof Framing Plan	3/5/2026		
S4-00	General Notes	3/5/2026		
S4-01	General Notes	3/5/2026		
S5-00	Details	3/5/2026		
S6-00	Elevations	3/5/2026		

Project Name:		Canton Township - Western Wayne Project	Job No.: 262591
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	M0.00	Mechanical General Information	3/5/2026		
	PD1.01	Plumbing Demolition Plan	3/5/2026		
	MD1.01	Mechanical Demolition Plan	3/5/2026		
	P1.00	Underground Plumbing and Vent New Work Plan	3/5/2026		
	P1.01	Above Ground Plumbing New Work Plan	3/5/2026		
	M1.01	Mechanical New Work Plan	3/5/2026		
	M1.02	Mechanical New Work Roof Plan	3/5/2026		
	M5.00	Mechanical Details	3/5/2026		
	M6.00	Mechanical Schedules	3/5/2026		
	M8.00	Temperature Controls	3/5/2026		
	E0.00	Electrical General Information and Lighting Schedule	3/5/2026		
	EPS1.01	Electrical Power New Work Site Plan	3/5/2026		
	EPD1.01	Electrical Power Demolition Plan	3/5/2026		
	ELD1.01	Electrical Lighting Demolition Plan	3/5/2026		
	EP1.01	Electrical Power New Work Plan	3/5/2026		
	EL1.01	Electrical Lighting New Work Plan	3/5/2026		
	EP1.02	Electrical Power New Work Roof Plan	3/5/2026		
	E5.00	Electrical Details	3/5/2026		
	E5.01	Electrical Details	3/5/2026		
	E6.00	Electrical Panel Schedules	3/5/2026		
	E7.00	Electrical One Line Riser Diagrams	3/5/2026		

C. Project Specifications:

<u>Spec No.</u>	<u>Specification Title</u>	<u>Spec Date</u>	<u>Rev. Date</u>	<u>Rev. #</u>
00 80 00	Supplementary General Conditions	3/5/2026		
01 21 00	Allowances	3/5/2026		
01 22 00	Unit Prices	3/5/2026		
01 23 00	Alternates	3/5/2026		
01 25 00	Substitution Procedures	3/5/2026		
01 25 10	CSI Substitution Request Form After Bidding	3/5/2026		
01 25 10	CSI Substitution Request Form During Bidding	3/5/2026		
01 26 00	Contract Modification Procedures	3/5/2026		
01 29 00	Payment Procedures	3/5/2026		
01 31 00	Project Management And Coordination	3/5/2026		
01 32 00	Construction Progress Documentation	3/5/2026		
01 33 00	Submittal Procedures	3/5/2026		
01 33 01	Shop Drawing Transmittal (Fillable Form)	3/5/2026		
01 35 16	Alteration Project Procedures	3/5/2026		
01 40 00	Quality Requirements	3/5/2026		
01 42 00	References	3/5/2026		
01 43 39	Mockups	3/5/2026		
01 60 00	Product Requirements	3/5/2026		
01 73 00	Execution	3/5/2026		
01 77 00	Closeout Procedures	3/5/2026		
01 78 23	Operation And Maintenance Data	3/5/2026		
01 78 39	Project Record Documents	3/5/2026		
01 79 00	Demonstration And Training	3/5/2026		
02 41 19	Selective Demolition	3/5/2026		
03 30 00	Cast-In-Place Concrete	3/5/2026		
04 20 00	Unit Masonry	3/5/2026		
05 12 00	Structural Steel Framing	3/5/2026		
05 44 00	Cold-Form Metal Trusses	3/5/2026		
05 50 00	Metal Fabrications	3/5/2026		
06 10 00	Rough Carpentry	3/5/2026		
06 16 00	Sheathing	3/5/2026		
07 11 13	Bituminous Damp proofing	3/5/2026		
07 21 00	Thermal Insulation	3/5/2026		
07 25 00	Weather Barriers	3/5/2026		
07 31 13	Asphalt Shingles	3/5/2026		
07 53 23	EPDM Roofing	3/5/2026		
07 62 00	Sheet Metal Flashing And Trim	3/5/2026		
07 72 00	Roof Accessories	3/5/2026		
07 84 13	Penetration Firestopping	3/5/2026		

Project Name:		Canton Township - Western Wayne Project	Job No.: 262591
			Sub-Job No.: 000

07 84 46	Fire Resistive Joint Systems	3/5/2026	
07 92 00	Joint Sealants	3/5/2026	
08 11 13	Hollow Metal Doors And Frames	3/5/2026	
08 14 16	Flush Wood Doors	3/5/2026	
08 31 13	Access Doors And Frames	3/5/2026	
08 41 13	Aluminum-Framed Entrances And Storefronts	3/5/2026	
08 71 00	Door Hardware	3/5/2026	
08 80 00	Glazing	3/5/2026	
09 22 16	Non-Structural Metal Framing	3/5/2026	
09 29 00	Gypsum Board	3/5/2026	
09 30 13	Ceramic Tiling	3/5/2026	
09 51 23	Acoustical Tile Ceilings	3/5/2026	
09 65 13	Resilient Base And Accessories	3/5/2026	
09 65 19	Resilient Tile Flooring	3/5/2026	
09 72 00	Wall Covering	3/5/2026	
09 91 13	Exterior Painting	3/5/2026	
09 91 23	Interior Painting	3/5/2026	
10 14 23	Panel Signage	3/5/2026	
10 21 13.19	Plastic Toilet Compartment	3/5/2026	
10 28 00	Toilet And Bath Accessories	3/5/2026	
10 44 13	Fire Extinguisher Cabinets	3/5/2026	
10 44 16	Fire Extinguishers	3/5/2026	
12 32 16	Manufactured Casework	3/5/2026	
12 36 61.16	Solid Surfacing Countertops	3/5/2026	
22 00 05	Basic Plumbing Requirements	3/5/2026	
22 05 05	Selective Demolition For Plumbing	3/5/2026	
22 05 53	Identification For Plumbing Piping And Equipment	3/5/2026	
22 07 19	Plumbing Piping Insulation	3/5/2026	
22 07 19.11	Under-Lavatory Pipe And Supply Covers – Plumberex	3/5/2026	
22 10 05	Plumbing Piping	3/5/2026	
22 10 06	Plumbing Piping Specialties	3/5/2026	
22 30 00	Plumbing Equipment	3/5/2026	
22 40 00	Plumbing Fixtures	3/5/2026	
23 00 05	Basic HVAC Requirements	3/5/2026	
23 05 05	Selective Demolition For HVAC	3/5/2026	
23 05 53	Identification For HVAC Piping And Equipment	3/5/2026	
23 05 93	Testing, Adjusting, And Balancing For HVAC	3/5/2026	
23 07 13	Duct Insulation	3/5/2026	
23 09 13	Instrumentation And Control Devices For HVAC	3/5/2026	
23 09 25	Digital Control (DDC) Systems For HVAC	3/5/2026	
23 31 00	HVAC Ducts And Casings	3/5/2026	
23 30 00	Air Duct Accessories	3/5/2026	
23 34 23	HVAC Power Ventilators	3/5/2026	
23 36 00	Air Terminal Units	3/5/2026	
23 37 00	Air Inlets And Outlets	3/5/2026	
23 74 13	Packaged Outdoor Central-Station Air-Handling Units	3/5/2026	
23 81 27	Small Split System Heating And Cooling	3/5/2026	
26 00 05	Basic Electrical Requirements	3/5/2026	
26 05 05	Selective Demolition For Electrical	3/5/2026	
26 05 19	Voltage Electrical Power Conductors And Cables	3/5/2026	
26 05 26	Grounding And Bonding For Electrical Systems	3/5/2026	
26 05 29	Hangers And Supports For Electrical Systems	3/5/2026	
26 05 33.13	Conduit For Electrical Systems	3/5/2026	
26 05 33.16	Boxes For Electrical Systems	3/5/2026	
26 05 53	Identification For Electrical Systems	3/5/2026	
26 05 73	Power System Studies	3/5/2026	
26 09 35	Distributed Digital Lighting Control Systems	3/5/2026	
26 24 13	Switchboards	3/5/2026	
26 24 16	Panel Boards	3/5/2026	
26 27 26	Wiring Devices	3/5/2026	
26 28 16.16	Enclosed Switches	3/5/2026	
26 51 00	Interior Lighting	3/5/2026	
26 56 00	Exterior Lighting	3/5/2026	
28 46 00	Fire Detection And Alarm	3/5/2026	
31 10 00	Site Clearing	3/5/2026	
31 10 12	Fine Grading	3/5/2026	
31 10 18	Soil Erosion Control	3/5/2026	
31 20 00	Earth Moving	3/5/2026	
32 12 16	Hot-Mix Asphalt Concrete Paving	3/5/2026	

	32 13 13		Cement Concrete Pavements, Curbs And Gutters		3/5/2026		
	32 13 73		Concrete Paving Joint Sealants		3/5/2026		
	32 14 15		Paving Markings		3/5/2026		
	32 28 10		Irrigation		3/5/2026		
	32 92 00		Sodding		3/5/2026		
	32 92 20		TOPSOIL (Civil)		3/5/2026		
	32 93 00		Trees Plants And Ground Covers		3/5/2026		
	32 93 30		Hydro-Seeding		3/5/2026		
	32 94 00		Landscape Maintenance And Warranty Standards		3/5/2026		
	33 41 00		Storm Sewers, Underdrains And Drainage Structures		3/5/2026		

Canton Township - Western Wayne
Higley Construction
1274 Library St. Detroit, MI 48226

Familial Disclosure Affidavit

The undersigned, the owner or authorized officer of _____
(the "Firm"), pursuant to the familial disclosure requirement provided in the Charter of
Canton Township (the "Owner") Request For Proposals For Construction Management
Services, hereby represents and warrants that, except as provided below, no familial
relationships exist between the Owner or any employee of the Firm, and any member of
the Charter of Canton Township.

List any Familial Relationships:

FIRM:

Name of FIRM

By: _____

Its: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on the __day of ____, 2019, by:

_____, Notary Public

_____ County, _____

My Commission Expires: _____

Acting in the County of: _____

