



SHIEL SEXTON

ADDENDUM

Addendum No: 4

Project: UNC Charlotte IT Infrastructure Upgrades

State Project No: 18-19671-02A

Date: May 7, 2020

By: Tim Marsh, Shiel Sexton Co.

This addendum is issued and to be included as part of the bid documents.

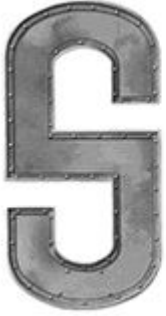
Supplemental Information To Bidders

1. We have included the following contract for reference:
 - a. Shiel Sexton Subcontractor Agreement
2. Updated Schedule dated 5.1.20 included for reference
3. Questions and Clarifications Attached

Changes to Plans and Specifications:

1. On Sheet E1.04 the new Panel GIT is to be relocated to IT Room 276.

END OF SHIEL SEXTON ADDENDUM 4



SHIEL SEXTON

Subcontract Agreement

5/1/20

Job No.:	XXXXX-
Commitment No.:	XXXXX-XX

SUBCONTRACT AGREEMENT BETWEEN:

CONTRACTOR:	SUBCONTRACTOR:
SHIEL SEXTON COMPANY 5950 FAIRVIEW ROAD, SUITE 400. CHARLOTTE, NC 28210 North Carolina GC #51100	

PROJECT INFORMATION

OWNER:	DESIGNER:
PROJECT:	LIQUIDATED DAMAGES: (Per calendar day)
PROJECT LOCATION:	SUBCONTRACT SUM: (includes all taxes) Includes XX MBE and XX WBE
COMMENCEMENT DATE: Refer to Attachment "B"	COMPLETION DATE: Refer to Attachment "B"

This Subcontract Agreement DOES Or DOES NOT require Payment and Performance bonds.

Subcontractor agrees to furnish materials and services in accordance with all the terms of the Subcontract Agreement and the following documents attached hereto: Attachment A – Scope of Work, Attachment B – Schedule, Attachment C – Document Log, Attachment D – Billing Procedures, Attachment E – Safety Summary, and Attachment F – Quality Summary. Use the above referenced "Job.No." on all documentation regarding this Project.

CONTRACTOR: Shiel Sexton Co., Inc.

SUBCONTRACTOR:

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Contractor and Subcontractor expressly desire to contract with respect to a specific portion of the Work for the construction of the Project and in consideration of the mutual promises herein and intending to be legally, Contractor and Subcontractor agree as follows:

ARTICLE 1 SUBCONTRACT DOCUMENTS

1.1 Subcontract Documents

The Subcontract Documents consist of (1) this Subcontract Agreement between Contractor and Subcontractor including Attachments A through F, (2) the Prime Contract between the Owner and Contractor and other documents enumerated therein (collectively referred to as "Contract Documents") and all change orders and modifications thereto, (3) the drawings, specifications, general conditions, special conditions, and addenda prepared by the Owner and/or Designer for the Project, (4) Exhibit 1 – State Specific Changes to the Subcontract Agreement, if any, and (5) other documents which are more specifically described and enumerated in Attachment C - Document Log. The Subcontract Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Subcontract Agreement can only be modified or amended in writing signed by both parties.

1.2 Availability of Subcontract Documents

The Subcontract Documents are available for examination by the Subcontractor at all reasonable times at the office of the Contractor. The Subcontractor may request copies of the Subcontract Documents, but Contractor may charge Subcontractor the cost of printing and reproduction.

1.3 Subcontract Documents are Complementary

This Subcontract Agreement and the Subcontract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. In the case of conflict or inconsistency within, among, or between the Subcontract Documents, the provision granting greater rights or remedies to the Contractor, or imposing the greater duty, standard, responsibility or obligation on the Subcontractor shall govern. Unless clarified by a request for information made by the Subcontractor, in the case of a conflict or inconsistency with, and among the drawings and specification or applicable standard codes and ordinances or with a Contract Document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Owner's or Contractor's interpretation. When the Prime Contract stipulates the interpretation of the Subcontract Documents is the responsibility of the Designer, the Subcontractor shall be bound by all such interpretations.

1.4 Examination of Subcontract Documents

The Subcontractor represents and agrees that it has carefully examined and understands this Subcontract Agreement and the Subcontract Documents, that it has investigated the nature, locality and site of the Work and the conditions and difficulties under which the Work will be performed, and that it enters this Subcontract Agreement on the basis of its own examination, investigation and evaluation and not in reliance upon any opinions or representations of the Contractor, the Owner, or Architect, or any of its respective employees unless specifically set forth herein. Neither Contractor nor the Owner shall be liable to Subcontractor for any claim for an adjustment to the Subcontract Sum or an extension of time if such claim directly or indirectly arises from Subcontractor's failure or refusal to investigate or familiarize itself with the conditions under which this Subcontract Agreement is to be performed.

ARTICLE 2 RIGHTS AND RESPONSIBILITIES

The Subcontractor shall assume toward the Contractor all obligations duties, procedures, requirements, and responsibilities which the Contractor, under the Prime Contract, assume toward the Owner. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor that the Owner, under the Prime Contract, has against the Contractor. The terms and provisions of this Subcontract Agreement relating to the Subcontractor's Work are in addition to and not in substitution of any of the terms and conditions of the Prime Contract. If the Prime Contract requires that a specific provision or regulation (for example, Federal Acquisition Regulations) be expressly included in the Subcontract Agreement, such provision shall be deemed to be to be

incorporated into this Subcontract Agreement as if it were expressly written herein. Any sub-subcontractor shall be bound to Subcontractor, to the extent of the Work performed by the sub-subcontractor, to the same extent the Subcontractor is bound to Contractor, and by which the sub-subcontractor assumes all obligations and responsibilities that Subcontractor assumes under this Subcontract Agreement. The Subcontract Documents shall not be construed to create a contractual relationship with any entities or persons other than the Contractor and Subcontractor.

ARTICLE 3 SCOPE OF WORK

3.1 Subcontractor's Work

Subcontractor, as an independent contractor, shall perform the Work indicated in the Subcontract Documents in strict accordance with this Subcontract Agreement, the Project Schedule and applicable laws.

3.2 Scope of Work

The Subcontractor shall use its best skill, attention and judgment to execute the Work described in the Subcontract Documents, including, without limitation, all labor, supervision, materials, equipment, hoisting, shoring, bracing, work access, supplies, tools, fuel, transportation, parking, installation, temporary facilities, clean up, and all other items or services of any kind whatsoever necessary to fully perform and complete the Work. Subcontractor shall provide necessary precautions to protect properly the work of other subcontractors and entities engaged in the Project from damage caused by operations under this Subcontract Agreement. Subcontractor shall pay for all costs of the performance of its obligations under this Subcontract, even if those costs exceed the Subcontract Sum. Subject to the provisions of this Subcontract Agreement, Subcontractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under this Subcontract Agreement.

3.3 Performance Specifications

When the Subcontract Documents applicable to Subcontractor's Work contain Performance Specifications, the Subcontractor agrees and represents that the performance requirements are achievable by the Subcontractor, the Subcontract Sum includes the cost of all design services related to or required for the achievement of the Performance Specifications, and all design services shall be performed by qualified and licensed architects, engineers, and other professionals selected and paid by the Subcontractor. Subcontractor's design professionals shall maintain errors and omissions or professional liability insurance in the amounts and on the terms and conditions set forth in Article 9.

3.4 Familiarity of Conditions

The Subcontractor represents and agrees that it has (1) carefully examined this Subcontract Agreement and the Subcontract Documents and understands their respective provisions; (2) visited the jobsite and investigated and satisfied itself with the nature, locality, and physical conditions of the Project for layout, staging, material layout, hoisting, access, availability of utilities, and other conditions and difficulties under which the Work is to be performed; (3) investigated and satisfied itself with respect to the prevailing weather and climatologic conditions at the jobsite under which the Work is to be performed; (4) investigated and satisfied itself with the conformation and condition of the soil together with the quality and quantity of subsurface and surface materials or obstacles to be encountered insofar as such information is ascertainable from the Subcontract Documents, an inspection of the Project site or the results of exploratory work required by the Owner of the Contractor and hence the Subcontractor, or if none was required, then conducted by the Owner and included in the Subcontract Document; (5) reviewed all laws applicable to the Work; and (6) enters into this Subcontract Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the Contractor, Owner, Designer or any of their respective agents or employees. Neither the Contractor nor the Owner shall be liable to the Subcontractor for any claim for an adjustment to the Subcontract Sum or an extension of the time if such claim arises from Subcontractor's failure or refusal to investigate or familiarize itself with the conditions under which this Subcontract Agreement is to be performed.

3.5 Design Deficiencies Notification

Subcontractor shall give Contractor written notice within three (3) days of discovering any condition or omission in the Subcontract Documents which Subcontractor believes is or may be a design error, inconsistency, or deficiency.

3.6 Subcontractor's Competency and Experience

The Subcontractor represents and warrants it has sufficient supervision, labor, and experience for performance of the type, quality and quantity of Work required for complete performance of this Subcontract Agreement. If requested, Subcontractor shall provide a copy of its license as evidence of its competency to perform the Work.

3.7 Tests and Inspections

The Subcontractor shall give timely and proper notice and coordinate with Contractor and independent testing agencies for all required tests and inspections of Subcontractor's Work as required by the Subcontract Documents so as to not delay the progress of the Work. Subcontractor shall be responsible for additional costs due to failure of tests and/or inspections or lack of coordination by Subcontractor.

ARTICLE 4 SUBCONTRACT SUM

4.1 Definition

The Subcontract Sum is set forth on page 1. The Subcontract Sum shall be subject to additions and deductions as provided in the Subcontract Documents and agreed in writing by the Contractor.

4.2 Binding Submission of Bid

In the event the Subcontractor has submitted a bid for the Subcontract Work, the Subcontractor agrees to be bound by the agreed amount of the Subcontract Sum, the Subcontract Time, and all other terms and provisions of the Subcontract Documents for a period of one hundred twenty (120) days after submission of the bid. In the event the Contractor enters into a Prime Contract with regard to the Project, the Subcontractor shall be bound by all the terms and provisions of the Subcontract Documents. In the event the Contractor does not enter into a Prime Contract for the Project, this Subcontract Agreement shall be terminated and neither party shall have any further liability thereunder. In the event the Contractor has entered into a Prime Contract but the Prime Contract is terminated prior to the Commencement Date as set forth in this Subcontract Agreement, the Subcontract shall be terminated and neither party shall have any further liability thereunder.

4.3 Escalation Included in Subcontract Sum

Escalation in costs, including but not limited to, material, labor, equipment, tools, delivery, surcharges, or fuel costs are included in the Subcontract Sum and shall not be a basis for increase in the Subcontract Sum.

4.4 Taxes Included in Subcontract Sum

The Subcontract Sum includes all Federal, State, County, Municipal, and Local tax requirements, social security acts, unemployment compensation acts, workers' compensation acts, and other taxes imposed by law and based upon labor, services, materials, equipment, or other items acquired, 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. If the law requires any such taxes to be stated and charged separately, the total price of all items plus the amount of such taxes shall not exceed the Subcontract Sum.

4.5 Allowances in Subcontract Sum

The Subcontract Sum may include specific allowances for Work as remunerated in the Prime Contract, Subcontract Documents, or Attachment A. Unless otherwise provided in the Subcontract Documents, allowances shall cover the complete cost to Subcontractor of the materials, labor, installation, equipment, taxes, handling, overhead, profit and other costs associated with the Work. Whenever the actual cost of the Work is less than the allowance, the Subcontract Sum shall be adjusted accordingly by a deductive change order so as to provide a credit to Contractor for the value of any unused portion of the Allowance. Unless noted otherwise in the Subcontract Documents, allowances shall be used by Subcontractor only upon the express written authorization of Contractor.

4.6 Subcontract Sum Includes “As Designed” Materials

The Subcontractor represents that it has based the Subcontract Sum on the exact materials specified in the Subcontract Documents. The Subcontract Sum is not contingent upon approval by the Contractor, the Owner, or the Designer of any submission by the Subcontractor of substitute “or equal” materials unless previously approved by an addendum issued by the Owner or Designer. Any Subcontractor proposed change of materials after the execution of this Subcontract Agreement shall be governed by the applicable provisions of the Subcontract Documents.

4.7 Manufacturer’s Recommendations Included in Subcontract Sum

The Subcontractor warrants and represents that it shall comply with all manufacturers’ recommendations related to the use of materials or equipment and/or related to the installation of any of its Work. Where Subcontractor’s Work shall adhere or attach to existing conditions or the work of others, the Subcontractor shall ensure and warrant that the products used are compatible and installed in accordance with the manufacturer’s recommendations.

4.8 Subcontract Sum as Full Payment

The Subcontractor accepts the Subcontract Sum as full and complete payment for the Subcontract Work. The Subcontract Sum includes Subcontractor’s profit, overhead, and the entire Subcontractor cost of performing the Subcontractor’s Work.

ARTICLE 5 PAYMENT

5.1 Schedule of Values

Within twenty-one (21) days prior to submitting its first pay application or earlier if requested by Contractor, the Subcontractor shall submit a schedule of values to the Contractor, for its review and approval. The schedule of values shall allocate the entire Subcontract Sum among the various parts of the Work of this Subcontract Agreement, aggregating the Subcontract Sum, and shall be made out in such detail and supported by such evidence as the Contractor may direct or as required by the Owner. The approved schedule of values shall be used as a basis for reviewing the Subcontractor’s applications for payment.

5.2 Payment

Provided the Subcontractor’s application for payment is received by the Contractor as described in this Article 5 and Attachment D, the Contractor shall include the Subcontractor’s Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Owner. Upon receipt of payment from the Owner on account of Subcontractor’s portion of the Work, the Contractor shall pay the Subcontractor in current funds received from the Owner for the satisfactory performance and completion of the Work, and of all the duties, obligations, and responsibilities of the Subcontractor under this Subcontract Agreement. Contractor’s receipt of payment from the Owner is a condition precedent to the corresponding payment by Contractor to Subcontractor for a progress payment or for final payment unless Owner’s failure to make such payment is conclusively determined to be due to the sole fault of the Contractor. If Contractor has posted a payment bond for the Project, Contractor’s receipt of payment from the Owner for Subcontractor’s portion of the Work is a condition precedent to the Subcontractor’s right to make any claim against Contractor’s payment bond for the Project. Nothing contained in the Subcontract Agreement shall require payments received by Contractor from Owner to

be placed in a separate account and not commingled with other money of the Contractor, or shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust.

5.3 Lien Waivers

Subcontractor shall comply with all Owner lien waiver requirements. If none, Subcontractor shall comply with Contractor's lien waiver requirements and execute Contractor's form of lien waiver. If requested, Subcontractor shall provide lien waivers from each of its sub-subcontractors, vendors and suppliers. All payments will be withheld until receipt by Contractor of the required lien waiver(s). Acceptance of periodic progress payments by the Subcontractor shall constitute a waiver of any and all claims by the Subcontractor against the Contractor, the Owner, the Designer, the Surety, the premises or any payment bond unless such claims are expressly reserved on the face of the application for payment.

5.4 Progress Payment Application Submission Time

The payment period for each Subcontractor application for payment shall be from the 25th day of the previous month through the 24th day of the current month, unless an earlier date is required for timely submission of Contractor's application for payment to the Owner. All invoices, statements and applications for payment shall be received in the office of the Contractor, Shiel Sexton Co., 902 N. Capitol Avenue, Indianapolis, IN 46204, no later than 12:00 o'clock noon on the 24th day of each month, except in February, November and December in which such payment applications shall be received no later than noon on the 16th of said month, unless notified otherwise. All payment requests must show Contractor's job number, along with the Subcontract Number; if this information is omitted, the payment application will be returned. Each month's invoice shall be submitted on an AIA G702 or G703 format unless required otherwise. If the Subcontractor's application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next month's application for payment submitted to the Owner.

5.5 Withholding Subcontractor Payment

The Contractor may withhold payment from the Subcontractor, in whole or in part, for any failure of the Subcontractor to perform in accordance with the terms and conditions of the Subcontract Documents or for the reasons and circumstances by which the Owner may withhold payment from the Contractor under the Prime Contract, regardless of whether or not the Owner has actually withheld payment from the Contractor, unless contrary to law. If there is any evidence of any lien or claim arising out of the Subcontractor's Work for which the Owner or Contractor may become liable, or if Subcontractor causes damage to work of others, Contractor may withhold payment in an amount sufficient to indemnify the Owner or Contractor for any loss or damage either may sustain in discharging such liens, claims or damage, including reasonable attorney's fees. If such lien, claim or damage arises after final payment to the Subcontractor, or if the amount due Subcontractor is insufficient to indemnify the Owner or Contractor, the Subcontractor, within seven (7) days of written demand by Contractor, shall reimburse Contractor for all costs incurred by the Owner or Contractor in discharging such lien or claim.

5.6 Backcharges

Contractor may deduct from any payment due Subcontractor any costs incurred by Contractor which are chargeable to Subcontractor.

5.7 Notice of Disapproval

Upon the partial or entire disapproval by the Contractor, Owner, or Designer of the Subcontractor's payment application, the Contractor shall provide reasonable notice to the Subcontractor. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld, upon receipt of payment by the Contractor from Owner.

5.8 Payment Disbursement and Retainage

Each application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor.

5.8.1 Subcontractor applications for payment shall indicate 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.

- 5.8.2 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as set forth in the paragraphs below.
- 5.8.2.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less 10.00% to be actually retained. The amount to be retained is not dependent upon the percentage retained from payments by the Owner, unless contrary to law. Pending final determination of cost to the Contractor of changes in the Work that have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;
- 5.8.2.2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor and Owner, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;
- 5.8.2.3 Subtract the aggregate of previous payments made by the Contractor; and
- 5.8.2.4 Subtract amounts, if any, which are related to Work of the Subcontractor for which the Owner has withheld or nullified, in whole or in part, a certificate of payment for a cause that is the fault of the Subcontractor.
- 5.8.3 The Contractor shall pay the Subcontractor each progress payment within two (2) weeks after receipt by the Contractor of payment from the Owner or in the event Contractor is not paid due to reasons conclusively established to be the Contractor's sole fault, fifteen (15) days after issuance of the Certificate of Payment from the Owner approving the progress payment. In the event a prompt payment or other statute governs the time for making payments to subcontractors, payments shall be made in accordance with such statute.
- 5.8.4 The Subcontractor agrees to disperse payments in a timely manner to avoid non-payment claims by its sub-subcontractors, mechanics, journeymen, laborers, material vendors, lessors of tools or machinery, or any other party who may furnish work, materials, services, tool or machinery for construction. Contractor reserves the right in its sole judgment to make any progress payment, and the final payment, directly or by joint check, to Subcontractor and the party or parties who have supplied labor, materials or services which were included in the application for payment submitted by Subcontractor and approved for payment and deduct such payments from the Subcontract Sum. In no event shall any direct or joint payment be construed to create any contract between Contractor and sub-subcontractors of any tier, obligations to such sub-subcontractors, or rights in such sub-subcontractors against the Contractor.
- 5.8.5 If Subcontractor fails to promptly pay for all materials, equipment, labor, or services used or furnished in connection with the performance of its Work, Subcontractor, upon request, shall immediately provide Contractor with a listing of all unpaid amounts, listing the name and address of each payee, the amount due each payee, and the reason the amount was not paid.

5.9 Early Release of Retainage

If allowed under the Prime Contract and if approved by the Owner in writing, Contractor may approve an early release of retainage.

5.10 Subcontract Sum to Remain in Balance

At all times the Subcontract Sum shall remain in balance with the cost of the Work remaining to be completed, such that the undistributed sum including retainage, equal or exceed the amount necessary to pay for Work already completed but unpaid and all Work to be completed. If at any time, the Subcontract Sum becomes unbalanced, Contractor may order Subcontractor to continue its Work without further payments until the Subcontract Sum is in balance with the cost of the Work to be completed.

5.11 Substantial Completion

After the Owner's representative issues the certificate for payment, and within two (2) weeks of Contractor's receipt of payment from the Owner covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum less 10%. The Contractor may withhold additional sums due to: (1) the Subcontractor's failure to remedy defective work; (2) the filing or probability of filing of third party claims; (3) the failure of Subcontractor to make payments for labor, materials or equipment; (4) concern that the work cannot be completed for the unpaid balance of the contract; (5) damage to the Owner or another contractor; (6) concern that the work will not be completed on time and that the unpaid balance would be inadequate to cover actual or liquidated damages, if any, for the anticipated delay; and (7) the failure of the Subcontractor to carry out its work in accordance with the Subcontract Documents. Payment to the Contractor by Owner shall be a condition precedent to the Subcontractor to receive payment from the Contractor.

5.12 Payment not Evidence of Performance

No payment made to Subcontractor, whether it be a progress or final payment, shall be construed as evidence of Subcontractor's satisfactory performance or completion of the Work, either in whole or in part, or acceptance by Contractor or Owner of defective or faulty or improper Work or materials, nor shall it release Subcontractor from any obligations under the Subcontract Agreement.

5.13 Payment Interest

Payments due and unpaid by Owner to Contractor shall bear interest from the date payment is due at such rate as allowed by the Prime Contract. If no interest is allowed for in the Prime Contract, no interest shall be due under this Subcontract Agreement. Within two (2) weeks of Contractor's receipt of payment of interest from the Owner, such sums shall be paid to the Subcontractor.

5.14 Owner Title

Subcontractor warrants that title to all Work, materials, and equipment will pass to the Owner either by incorporation in the Project or upon receipt of payment by the Subcontractor for such Work, materials, and equipment whichever occurs first. Work, materials, and equipment including paid materials stored offsite with required Subcontractor insurance shall be free and clear of all liens, claims, security interests or encumbrances.

5.15 Payment for Stored Materials

If payment for materials stored offsite is allowed by the Prime Contract and is requested and made, title to such materials shall pass to the Contractor and through to the Owner as may be agreed between the Contractor and Owner, but the Subcontractor shall remain fully liable for all such materials not delivered to the job site and shall be responsible for providing insurance for such store materials as approved by Contractor and Owner. Subcontractor shall provide any documentation requested by Contractor supporting Subcontractor's request for payment of materials stored offsite.

5.16 Final Payment

Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Owner's representative has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner, the receipt of which is a condition precedent to the right of the Subcontractor to final payment from the Contractor. Final payment shall be made within two (2) weeks after receipt of final payment by the Contractor from the Owner unless a shorter time period is required by a prompt payment or other

statute. Before issuance of the final payment, the Subcontractor, upon request, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of any and all claims by the Subcontractor against the Contractor, the Owner or the Architect. The Subcontractor shall furnish a final lien waiver and release of all claims acceptable to the Contractor and Owner.

ARTICLE 6 CONTRACT DELIVERABLES

With the execution of this Subcontract Agreement, the Subcontractor shall provide and deliver to the Contractor the following contract deliverable items which the Subcontractor certifies to the Contractor as being currently true, accurate, and correct with no material changes:

- (1) A copy of Subcontractor's Certificate of Insurance in accordance with Article 9;
- (2) A list of the Subcontractor's Project staff;
- (3) A copy of Subcontractor's license, if required;
- (4) A copy of Subcontractor's Sales Tax Registration Certificate;
- (5) Subcontractor's payment and performance bonds, if required;
- (6) A list of all tiers of sub-subcontractors and suppliers (including their addresses and the amounts due or to become due to each). The list shall be updated with each Progress Payment Application showing all additions, deletions, and substitutions to such list, the contract deliverables for each new sub-subcontractor, supplier of any tier, and revised amounts due or to become due;
- (7) A copy of any certificate of qualification required by the Subcontract Documents or applicable law or regulation, including but not limited to, certification as a minority business enterprise or woman-owned business enterprise, Federal small business, or other status requiring certification;
- (8) A copy of Subcontractor's Wage Scale Certification, if required;
- (9) Subcontractor's schedule of values prior to first payment application pursuant to Article 5;
- (10) Subcontractor's detailed work plan and schedule in accordance with Article 10;
- (11) Subcontractor's detailed submittal log and schedule in accordance with Article 11;
- (12) Subcontractor's Project Specific Safety Plan;
- (13) Subcontractor's Project Specific Quality Plan;
- (14) All other information required by this Subcontract Agreement to be submitted with the executed Agreement.

ARTICLE 7 SUBCONTRACTOR PROJECT STAFF

7.1 Project Staff Requirements

The Subcontractor shall staff the Project at all times with competent and adequate personnel for the proper management, administration, coordination, and supervision of Subcontractor's Work, and Subcontractor's compliance with all applicable laws. Subcontractor's Project staff shall be deemed acceptable by Contractor, unless Contractor objects within a reasonable time of Subcontractor providing its Project staff as required by this Subcontract Agreement. Subcontractor shall not change the approved staff without Contractor's written approval unless any such person ceases to be employed by Subcontractor, in which event such person shall be replaced with an individual whom Contractor has no reasonable objection.

7.2 Project Representative

The Subcontractor shall employ and assign a competent Project Representative who shall be in attendance at the Project site at all times during performance of the Work. The Project Representative shall represent the Subcontractor and receive communications from Contractor which shall be binding. The Project Representative shall have full authority to act on Subcontractor's behalf in all matters necessary for proper coordination, direction and technical administration of Subcontractor's Work and shall be responsible for inspection of portions of work already performed to determine that such portions are in proper condition to receive Subcontractor's subsequent Work. Subcontractor's Project Representative shall be the superintendent unless a different Project Representative is proposed and accepted pursuant to Paragraph 7.1.

ARTICLE 8 SUBCONTRACTOR BONDS

8.1 Bond Requirements

If Contractor requires Subcontractor to provide performance and payment bonds, Subcontractor shall obtain bonding from a commercial surety acceptable to the Contractor. Each bond shall be for a sum equal to the Subcontract Sum, and shall be in a form acceptable to the Contractor, and shall name, as co-obligee, the Contractor, and if requested, the Owner, lender, or other party, and shall be delivered to Contractor immediately upon execution of this Subcontract Agreement. Additions to or reductions from the Subcontract Sum or other modifications to the Subcontractor's Work shall not invalidate or impair any rights of Contractor under any bond furnished by Subcontractor.

8.2 Requirements in Absence of Bonds

If Contractor does not initially require Subcontractor to furnish bonds, but prior to or after commencement of Subcontractor's Work, Contractor may elect to require Subcontractor to submit a current audited financial statement, require the Subcontractor to provide bonds in the amount and form acceptable to Contractor, require the Subcontractor to provide an irrevocable letter of credit or other security acceptable to Contractor, require all sub-vendors to enter into joint check arrangements, and/or increase retainage to an amount sufficient to protect Contractor's interest.

8.3 Failure to Provide Bonds

In the event Subcontractor fails to provide bonds to Contractor in an acceptable form within the time specified in this Subcontract Agreement or if Subcontractor fails to comply with this Article, Contractor may, upon five (5) days written notice, terminate the Subcontractor in accordance with the provisions of this Subcontract Agreement.

ARTICLE 9 INSURANCE

9.1 Insurance Coverage

Unless additional coverage and/or limits are required of Subcontractor by the Prime Contract or by law, the Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor, Contractor and Owner from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract Agreement whether such operations be by the Subcontractor or by any sub-subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) claims under workers' compensation, disability benefit and other similar employee benefit laws that are applicable to the Work to be performed;
- (2) claims for damages because of bodily injury, occupational sickness or disease, or death of the Subcontractor's employees;
- (3) claims for damages because of bodily injury, sickness or disease, or death of persons other than the Subcontractor's employees;
- (4) claims for damages covered by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Subcontractor or (b) by another person;
- (5) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

- (6) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

Subcontractor must provide a certificate of insurance (either the ACCORD 25-S or the AIA G705) providing the coverage, limits of liability and endorsements listed below:

Commercial General Liability

Bodily Injury & Property Damage	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
	Products-Completed	\$2,000,000
	Operations Aggregate	
	Personal & Advertising	\$1,000,000
	Injury	
	Fire Damage	\$ 100,000

*CGL policy shall include coverage for property damage for the X (explosion), C (collapse) and U (underground) hazards.

* Any Subcontractor performing operations that include EIFS services and/or products represents and warrants that Subcontractor's Commercial General Liability policy provides coverage for all EIFS related services and/or products. This shall be confirmed on Certificate of Insurance submitted by Subcontractor.

Automobile Liability

(Incl. Owned, hired & non-owned)
Bodily Injury & Property Damage
Combined Single Limit

Each Accident	\$1,000,000
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Workers Compensation

Statutory

Employers Liability

Each Accident	\$ 100,000
Disease-Each Employee	\$ 100,000
Policy Limit	\$ 500,000

Umbrella/Excess Liability

Each Occurrence	\$5,000,000
Retention	\$10,000
Annual Aggregate	\$5,000,000

Contractor's Pollution Legal Liability (including coverage for asbestos abatement operations) shall be required of any subcontractor performing any abatement services.

Each Claim/Occurrence	\$1,000,000
Mold/Fungi Bacteria	\$1,000,000
Retention	\$50,000
Annual Aggregate	\$2,000,000

Additional Endorsements

The Subcontractor and its sub-subcontractor's insurance policies must provide the following endorsements for Contractor and his officers, agents, employees, successors, or assigns. Certificates of Insurance shall indicate that these endorsements in favor of the respective Certificate Holder are in effect:

- (1) Commercial General Liability, Automobile Liability, and Excess Liability shall add Contractor and Owner as Additional Insured; Insurance Services Office (ISO) endorsement CG 2010 10 01 and CG 2037 or its equivalent shall be included in the Commercial General Liability policy;

- (2) Commercial General Liability shall be endorsed to provide that General Aggregate applies separately to each Project; Insurance Services Office (ISO) endorsement CG 2503 or its equivalent;
- (3) Commercial General Liability, Automobile Liability and Worker's Compensation shall be endorsed to provide Waiver of Subrogation in favor of Shiel Sexton Co., Inc. and Owner (when required by Prime Contract);
- (4) Commercial General Liability, Automobile Liability and Worker's Compensation shall be endorsed to provide thirty (30) days Notice of Cancellation; and
- (5) All policies, excluding Worker's Compensation) shall be endorsed to provide Primary and Non-contributory coverage with respect to any insurance maintained by Contractor, including any excess liability coverage maintained by Contractor. Subcontractor's Excess/Umbrella policies shall exhausted vertically above Subcontractor's primary Commercial General Liability policy.

Professional Errors and Omissions Liability

Professional Errors and Omissions Liability coverage is required by all Subcontractors performing any design/build work or any professional services.

Each Claim/Occur.	\$2,000,000
Annual Aggregate	\$4,000,000
Maximum Deductible/ Retention	\$ 50,000

- (1) Deductible/retention on the professional errors and omissions liability coverage in excess of \$50,000 shall be disclosed to the Contractor prior to execution of this Subcontract Agreement;
- (2) Professional Liability Coverage is to be maintained in effect for a period of three (3) years from Substantial Completion of the Project;
- (3) Subcontractor's Professional Liability policy shall provide coverage for all design services provided by or on behalf of Subcontractor; and
- (4) Subcontractor shall confirm that the full required professional liability limit is in effect for the Project. Subcontractor shall provide written notice to Contractor of any reduction in limits under the required Professional Liability Policy.

The insurance required by this Paragraph shall be written for not less than aforementioned specified limits of liability, as required by law, or the Prime Contract, whichever coverage is greater.

- 9.1.1 Coverages shall be written on an occurrence basis (pollution liability and professional errors and omissions may be written on a claims-made basis) and shall be maintained without interruption from the date of commencement of the Subcontractor's Work until the date of final payment or date of any coverage required to be maintained after final payment to the Subcontractor, whichever is later. With respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract.
- 9.1.2 If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in this Subcontract Agreement. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.
- 9.1.3 The Subcontractor and all its sub-subcontractors in connection with the above mentioned Workers' Compensation and Occupational Disease Insurance, shall furnish to Contractor duly executed Certificate of Compliance forms as prescribed by the Indiana Workers' Compensation Bureau or governing agency in the State where the Project is located showing that such insurance is in full force and effect. If the Project is located in a State other than Indiana, Subcontractor shall provide

duly executed Certificate of Compliance forms showing that the Subcontractor has complied with all Worker's Compensation Insurance requirements of the State of which the Project is located.

9.1.4 Additional Insured endorsement shall include: (1) coverage for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations.

9.1.5 It is expressly agreed and understood by and between the Contractor and Subcontractor that all insurance, whether issued on a primary or excess basis, afforded the additional insureds shall be primary insurance to any other insurance available to Contractor and shall not contribute to Subcontractor's insurance. Subcontractor's Excess/Umbrella policies shall exhausted vertically above Subcontractor's primary Commercial General Liability policy Subcontractor's failure to provide the endorsement required by this Subcontract Agreement shall not affect Subcontractor's agreement hereunder.

9.2 Insurance in Force and Adequacy

Certificates of insurance acceptable to the Contractor shall be purchased and filed with the Contractor prior to commencement of the Subcontractor's Work. Policies shall be made available upon request. Contractor does not represent that the insurance coverage specified in Article 9, whether in scope of coverage or amount of coverage, are adequate to protect the obligations of Subcontractor under this Subcontract Agreement and Subcontractor shall be solely responsible for any deficiencies thereof. If Subcontractor determines for its own purposes that it requires insurance in excess of the coverage specified in Article 9, nothing in this Subcontract Agreement shall prevent Subcontractor, at its own expense, from purchasing insurance coverages in excess of the coverage required by this Subcontract Agreement. Nothing shall be deemed to limit Subcontractor's liability under this Subcontract Agreement.

9.3 Property Insurance

9.3.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project, if available from the Owner.

9.3.2 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit, shall be paid for by the Subcontractor.

9.3.3 Subcontractor shall be responsible for payment of the deductible of the property insurance provided by the Owner or Contractor.

9.4 Waiver of Subrogation

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Designer, the Designer's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contractor other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 10 SCHEDULE AND COORDINATION

10.1 Time is of the Essence

Time is of the essence in this Subcontract Agreement. Subcontractor recognizes that Contractor and/or Owner may sustain severe financial loss if the Project or any part of it is delayed because Subcontractor fails to perform any or all of its Work in accordance with the Subcontract Agreement, the Subcontract Documents, or the Project Schedule. The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work and shall diligently and continuously prosecute, perform and complete its Work to avoid conflict, delay, impedance, obstruction, hindrance, or interference to the commencement, progress, or completion of the whole or any part of the Work of the Contractor, other subcontractors, the Owner, or separate contractors.

10.2 Commencement of Work

The Subcontractor shall commence its Work when directed to do so by the Contractor.

10.3 Subcontract Time

Subcontract Time is defined as the period of time, inclusive of authorized adjustments, allotted in the Subcontract Documents for the Subcontractor's Work which shall be substantially completed by the completion date as set forth in the Subcontract Documents. By executing this Subcontract Agreement, the Subcontractor represents and warrants that the Subcontract Time is a reasonable period for performing the Work.

10.4 Subcontractor's Schedule and Plan

The Subcontractor shall participate and cooperate in the development of the Project Schedule and other efforts to achieve timely completion of the Project by providing detailed information for the scheduling of the times and sequence of Subcontractor's operations required for its Work to meet the Project Schedule. Subcontractor shall continuously monitor the Project Schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Subcontractor's Work and of other work on the Project, and shall execute the Work in accordance with the requirements of the Project Schedule, including any revisions thereto, and shall meet all interim or final milestone dates included in the Project Schedule. Subcontractor shall submit within five (5) days after execution of this Subcontract Agreement, in a form prescribed by Contractor, for Contractor's approval, Subcontractor's detailed plan and schedule for performing and coordinating its Work in conformance with the Project Schedule and other work on the Project.

10.5 Work Priority

The Contractor, in order to respond to job conditions and/or achieve timely completion of the Project, shall have the right to modify the Project Schedule, to suspend, delay or accelerate, in whole or in part, the commencement or execution of the Subcontractor's Work or any portion thereof or to vary the sequence thereof, to reasonably decide the time, order and priority of the various portions of Subcontractor's Work, and all other matters relating to the scheduling and coordination of Subcontractor's Work with other work on the Project. Subcontractor shall not be entitled to additional compensation for changes made by the Contractor pursuant to this Paragraph except as provided elsewhere in this Subcontract Agreement.

10.6 Coordination of Work

The Subcontractor shall cooperate and coordinate its Work or any portion thereof with the Contractor, other subcontractors, trades and other contractors working on the Project. The Subcontractor shall participate in coordination meetings and specifically notify the Contractor of potential conflicts of scheduling and/or contiguous work requirements before beginning its Work and during the duration of its Work. Failure of the Subcontractor to promptly report any conflict, defect, or uncompleted work by others shall constitute a waiver and estoppel of any claim by Subcontractor for any damage or for any claim for an extension of time arising from any such conflict, defect, or uncompleted work. In addition, Subcontractor shall be liable to Contractor for any damage caused Contractor by Subcontractor's failure to promptly report any such conflict, defect, or uncompleted work.

Once a week, at a minimum, Subcontractor shall record all changes it makes during construction on Contractor's as-built coordination drawings and specifications located at Contractor's Project site office.

If requested by Contractor, Subcontractor shall maintain its own up-to-date as-built drawings and specifications.

10.7 Staging and Storage

Suitable areas for storage of the Subcontractor's material and equipment during the course of the Work shall be provided with the written approval of Contractor. Any materials and equipment stored onsite shall be organized in an orderly manner, on proper cribbing, protected from ongoing and future work, protected from weather, if necessary to prevent damage or deterioration, and secured by Subcontractor.

10.8 Reports

The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract Agreement. At a minimum, the following items shall be supplied fully and accurately completed and signed by Subcontractor's Representative and delivered to Contractor:

- (1) Daily reports (if requested, on Contractor's form) that include number of workers on site, hours worked, activities completed, equipment utilized, materials delivered and upcoming activities to be delivered by 9:00 a.m. the next working day;
- (2) Daily production quantity sheets as required by Contractor to be delivered by 9:00 a.m. the next working day;
- (3) Weekly four (4) week look-ahead schedule updates with durations to accomplish tasks necessary to meet the current Project Schedule to be delivered forty-eight (48) hours prior to Contractor's established subcontractor coordination meeting; and
- (4) All required reports, shop drawings, samples, test reports, or other information promptly as required by this Subcontract Agreement, the Subcontract Documents, the Project Schedule or the Contractor.

10.9 Overtime and Additional Shifts

If Contractor deems it necessary, the Subcontractor may be ordered to work overtime, add additional manpower, and/or add additional shifts.

10.9.1 If Subcontractor is not behind schedule, Contractor will pay Subcontractor the actual additional premium portion of wages for overtime or additional shift work not then included in the Subcontract Sum, plus any applicable taxes on such additional wages, but no overhead, profit or loss productivity shall be claimed, asserted or reimbursed. Premium portions shall be documented by certified payroll if requested by Contractor. Subcontractor shall provide Contractor the estimated cost of said overtime or additional shift work prior to commencing such overtime or additional work or at time of directive, whichever is earlier.

10.9.2 If Subcontractor, through its own sole or partial fault or neglect, is behind schedule, Subcontractor shall, in addition to all of the obligations imposed by this Subcontract Agreement, at the Subcontractor's own cost, work such overtime, add manpower, and/or add additional shifts as may be necessary to expedite its Work to meet the Project Schedule. Should the Subcontractor fail to expedite the Work or make up for the time lost, Contractor shall have the right to supplement Subcontractor's Work by retaining others to work additional and/or overtime shifts, reducing Subcontractor's scope of Work and/or to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project, and the cost of supplementing and/or such other action shall be borne by the Subcontractor

10.9.3 If Subcontractor loses time due to weather (provided that such weather conditions are not the basis of a claim for extension of time), Subcontractor shall make-up such lost time by working an extended week at no additional cost to Contractor.

ARTICLE 11 SHOP DRAWINGS AND SUBMITTALS

11.1 Submittals

The Subcontractor shall promptly submit for review and approval all shop drawings, samples, product data, manufacturers' literature and similar submittals required by the Subcontract Documents. The Subcontractor shall be responsible for the accuracy and conformity of its submittals to the Subcontract Documents.

11.2 Submission

Within five (5) days of the execution of this Subcontract Agreement, Subcontractor shall prepare and submit to Contractor a submittal log and schedule. On a weekly basis, Subcontractor shall update the log showing the status of all required shop drawings, product data, samples, and other required submittals. The Subcontractor shall promptly submit required submittals with reasonable promptness and in such sequence as to cause no delay in its own Work, the work of the Contractor, or any other subcontractors. Subcontractor shall make every reasonable effort to submit all required shop drawings and submittals in a complete and coordinated package. Submittal of partial packages shall be approved in advance by Contractor.

11.3 Review by Contractor

Contractor is not responsible for verifying dimensions or field conditions in reviewing Subcontractor's shop drawings and other submittals. Review by Contractor shall not be construed as a detailed examination of the shop drawings or other submittals and shall not relieve the Subcontractor, manufacturer, fabricator, or supplier from the responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the Project, which obligation and responsibility shall continue to be Subcontractors until completion and final acceptance of the Work.

ARTICLE 12 CONTIGUOUS WORK

Should the proper and accurate performance of the Subcontractor's Work depend upon the proper and accurate performance of other work not covered by this Subcontract 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 Work of this Subcontract Agreement, and use all means necessary to discover any defects in such other work. Before proceeding with the Work, Subcontractor shall report promptly in writing any such improper conditions or deficiencies to Contractor and allow Contractor a reasonable time to have such improper conditions and defects remedied. Any unreported improper conditions or deficiencies shall be deemed accepted by the Subcontractor upon the commencement of the Subcontractor's Work and shall become the responsibility of the Subcontractor.

ARTICLE 13 DIMENSIONS AND ELEVATIONS

Notwithstanding the dimensions and elevations on the Subcontract Documents, the Subcontractor shall be responsible for verifying the dimensions and elevations of the Project prior to ordering materials or commencing the Subcontractor's Work. The Subcontractor is solely responsible for monitoring the progress of the Project and for coordinating and performing all field measurements in a timely manner sufficient to support the Project Schedule and to insure the proper matching and fitting of the Work covered by this Subcontract Agreement with contiguous work. If schedule constraints prohibit obtaining field measurements, Subcontractor is responsible for requesting Contractor guaranteed dimensions timely.

ARTICLE 14 CLEAN UP

14.1 Duty of Subcontractor

The Contractor takes pride in maintaining a clean jobsite for safety and efficient productivity. The Subcontractor shall, at all times and at its own expense, perform the following:

- (1) Keep the premises and surrounding area free from accumulation of all dirt, debris, waste materials, packaging materials and other rubbish caused in connection with the execution of its

Work by collecting and lawfully depositing said materials and rubbish in locations or containers as designated by Contractor;

- (2) Organize stored materials and equipment in a neat and organized fashion;
- (3) Clean and remove from its Work and from all contiguous work of others all dirt, soiling, stains, spillage, overspray, residue, protective coatings, and debris caused in connection with the execution of its Work and make good all defects resulting therefrom;
- (4) Perform such cleaning as may be required to leave the area of Work "broom clean"; and
- (5) At the entire completion of its Work, remove all of its tools, equipment, scaffolding, shanties, and surplus materials.

14.2 Contractor's Rights to Clean Up

If the Subcontractor fails to perform necessary or required clean up during the course of and at the completion of its Work, upon twenty-four (24) hours notice to Subcontractor, Contractor may provide such clean up on behalf of Subcontractor and charge Subcontractor for the costs incurred, plus ten percent (10%) for overhead and ten percent (10%) for profit. Contractor's right for clean up includes the right to provide cleanup during evening, night, and weekend hours, in which case shift differential or overtime premiums will be included in the charges assessed to Subcontractor. In addition to Contractor's other rights and remedies, if Subcontractor fails to perform its clean up obligations under this Subcontract Agreement, Contractor shall have the right to stop Subcontractor's Work until cleanup is achieved.

14.3 Cleaning Responsibility Disputes

In the event a dispute arises among the Subcontractor and other trades as to the responsibility for such cleanup, the Contractor may perform the cleanup and allocate costs among the responsible parties, as the Contractor determines in its reasonable discretion. The allocation made by the Contractor shall be binding on the Subcontractor.

ARTICLE 15 CONTRACTOR FURNISHED EQUIPMENT, LABOR OR MATERIALS

15.1 Responsibilities of Parties

In the event Contractor furnishes to Subcontractor for its use any materials, equipment, or temporary facilities, the Subcontractor shall at its own expense:

- (1) Relocate as required, assume care, custody, and control of such material, equipment, or temporary facilities;
- (2) Maintain, service, and repair such material, equipment, or temporary facilities;
- (3) Use such material, equipment, or temporary facilities in strict compliance with this Subcontract Agreement, the Subcontract Documents, and all applicable laws;
- (4) Provide and maintain such insurances as required by Contractor;
- (5) Return such material, equipment, or temporary facilities to Contractor in the same condition Subcontractor received same to the initial location received or such other location as may be directed by Contractor; and
- (6) Comply with all applicable laws.

15.2 "As is" Condition

Contractor furnished material, equipment, or temporary facilities are provided "as is". Whenever Subcontractor, or its sub-subcontractor, or any employees or agents of the same, uses the same, Subcontractor, its successors and assigns, shall defend, indemnify, and hold harmless Contractor, its agents and employees, from and against all liabilities, for injuries to persons, damage to property, and any and all costs and expenses, including reasonable attorneys' fees, resulting from any claims arising out of such use or occupancy by Subcontractor or its sub-subcontractor, or any of their respective employees and/or agents.

ARTICLE 16 DELAYS AND EXTENSIONS OF TIME

16.1 Delays Caused by Contractor, Owner, or Designer

No extension of time will be valid except as set forth below:

- 16.1.1 If for any reason beyond its control, Subcontractor is materially delayed, disrupted, or interfered with in the progress of its Work under such circumstances as would entitle Contractor to an extension of time under the Prime Contract and applicable law, or by an act or omission of the Owner or Designer or their respective contractors, agents and employees, provided Subcontractor shall have filed with Contractor a written claim for such extension that in accordance with Article 20, Contractor will cooperate with Subcontractor in submitting any just claim to the Owner. Subcontractor agrees to be bound by any and all determinations made under the Prime Contract by the party so authorized to make such determinations. Subcontractor shall reimburse Contractor for its reasonable costs and expenses incurred in submitting such claim on behalf of Subcontractor. Subcontractor shall not claim any extension of time, cost reimbursement, compensation or damage for delay, disruption or interference to the Work, except to the extent that Contractor is entitled to corresponding time extension, cost reimbursement, compensation or damages from the Owner under the Prime Contract. Subcontractor's recovery will be limited to the time extension and/or amount, if any, which Contractor actually receives for the Owner on account of such claim.
- 16.1.2 If Subcontractor's Work is delayed, disrupted or interfered with solely by Contractor, then the time for completion of the Subcontract Work shall be extended for a period equal to the reasonably estimated period of delay as reasonably determined by Contractor. No extension of time shall be granted unless a written claim therefore shall be presented to Contractor within five (5) days after commencement of the delaying event or condition. The time extensions granted to Subcontractor shall be the sole remedy and relief available to Subcontractor in the event of a delay caused by Contractor. Subcontractor expressly waives any right to claim damages or entitlement for delay, home office expenses, additional compensation, direct or indirect, acceleration, extra work resulting from such delay, extended overhead, wage escalation, overtime wage provisions, lost productivity or lost opportunity, lost profit or financial impact on Subcontractor's other projects.
- 16.1.3 Subcontract Time extensions will be granted only to extend the time required by the Subcontractor to perform and complete critical work elements and activities. The Subcontract Time shall not be extended for delays to parts of the Subcontract Work, whether or not changed by any Change Order, that are not on the critical path of the current Project Schedule. Concurrent Subcontract Work activities which are not critical to Subcontract Completion shall not be the subject of additional time extensions if those work activities were performed, or could be performed, within a movable time frame concurrent with a critical path activity.
- 16.1.4 Failure to provide such written claims within the prescribed time period shall result in an irrevocable waiver of any such claim. No extension of time will be valid without the Contractor's written consent.

16.2 Limitations on Subcontractor

Notwithstanding the foregoing, in no event shall Subcontractor be entitled to any extension of time or any damages for any delays, disruptions, or inferences caused or contributed to in any way by Subcontractor.

16.3 Delay Caused by Subcontractor

Subcontractor shall be liable for all damages, including liquidated damages if made part of this Subcontract Agreement, payable by Contractor to the Owner for delays caused in whole or in part by the Subcontractor, or Subcontractor's employees, agents, sub-subcontractors, material suppliers or any other person or entity for whose acts Subcontractor may be liable. In addition, Subcontractor shall be liable for all actual damages incurred by Contractor for delays caused in whole or in part by the Subcontractor, or Subcontractor's employees, agents, sub-subcontractors, material suppliers or any other person or entity for whose acts Subcontractor may be liable. In the event that a delay is caused by Subcontractor and another entity(s) for whose acts Subcontractor is not liable, Contractor shall have the

right to reasonably apportion said damages among the responsible parties and said apportionment shall be binding on the Subcontractor.

ARTICLE 17 CHANGES TO THE WORK

17.1 Contractor Right to Make Changes

Contractor reserves the right to, at any time, make changes, additions, and/or deletions, including those required by modifications to the Prime Contract issued subsequent to the execution of this Subcontract Agreement in the Work as it may deem necessary. Any adjustment in the Subcontract Sum or the Subcontract Time shall be made by Change Order. If the Subcontractor proceeds with changed or revised Work without a fully executed Change Order, the Subcontractor does so at its own risk.

17.1.1 An adjustment in the Subcontract Sum may be established by one of the following methods:

- (1) Mutual acceptance of a complete itemized lump sum;
- (2) Time and materials records and a mutually acceptable fixed or percentage fee;
- (3) Unit prices as indicated in the Subcontract Documents or as subsequently agreed to;
- (4) Costs determined in a manner acceptable to the parties and a mutually acceptable fixed or percentage fee; or
- (5) Another method provided in the Subcontract Documents.

If the parties cannot reach an agreement as to the proper method of adjustment, the Contractor may determine the method of adjustment based upon reasonable expenditures and savings.

17.1.2 An adjustment in the Subcontract Sum for overhead and profit shall be determined by the following descending order of priority:

- (1) Established rates in the Prime Contract between Owner and Contractor;
- (2) Established rates in the Subcontract Documents;
- (3) Agreed upon rates between Contractor and Subcontractor as described in Attachment A – Scope of Work;
- (4) If no rates are established, then 10% markup on Subcontractor's direct labor and 5% on materials and equipment, or 5% on sub-subcontractor's cost of work.

17.2 Change Requests

Upon receipt of an instrument to change the Work issued by the Owner, Designer, or the Contractor, Subcontractor shall review each instrument and provide to Contractor, in writing, within the time requested by Contractor, but in no event later than ten (10) days of receipt of the change instrument, a specific analysis as to the impact, if any, on the Subcontractor's Work, including any adjustment to Subcontract Time or Subcontract Sum. In support of each analysis and in order to facilitate checking the validity of the impact, Subcontractor shall submit a complete itemization of costs including labor, materials, equipment, and sub-subcontracts. Sub-Subcontractors shall provide the same supporting data and itemization as that of the Subcontractor. If requested by the Contractor, Subcontractor shall furnish further detailed records in a form satisfactory to Contractor. Failure to provide a detailed analysis of a change request within the specified time period shall constitute a waiver of Subcontractor's right to assert a subsequent claim. A change request may originate from instruments such as: Requests for Information (RFI), Architectural Supplemental Instructions (ASI), Proposal Requests (PR), Change Directives (CD or CCD), Requests for Proposal (RFP), Bulletins, and other types of instruments. In the event the Subcontract Documents provide for Construction Change Directives or similar mechanisms for changes in the Work, Subcontract shall comply with the Subcontract Documents with respect thereto.

17.3 Validity by Written Change Order

The Subcontract Sum and/or Subcontract Time may only be changed by the written Change Order from Contractor. An executed change order shall constitute a settlement and release of all claims, costs, and expenses of Subcontractor related to such change orders, including, but not limited to, all direct and

indirect costs, the Project Schedule, and any and all claims as of the date of the change order. The Subcontract Sum and/or Subcontract Time adjustment shall not be included in Subcontractor's payment application until a written change order has been fully executed by both the Subcontractor and Contractor. A final Change Order shall constitute a settlement and release of all claims, known and unknown, of Subcontractor related to the Project.

17.4 Claim for Lost Profit

If any change reduces the quantity of the Subcontractor's Work, including pursuant to Article 29 or 30, Subcontractor shall not make any claim for loss of anticipated profit.

17.5 Substantiation of Adjustment

At the Contractor's request, the Subcontractor shall maintain throughout the Project for the Contractor's review and approval an appropriately itemized and substantiated accounting of the following items attributable to the Work:

- (1) Labor costs, including Social Security, health, welfare, retirement and other fringe benefits and compensation as normally required and state workers' compensation insurance;
- (2) Costs of materials, supplies and equipment, whether incorporated in the Subcontract Work or consumed, including transportation costs;
- (3) Costs of renting machinery and equipment other than hand tools;
- (4) Costs of bonds and insurance premiums, permit fees and taxes attributable to the change; and
- (5) Costs of additional supervision and field office personnel services necessitated by the change.

17.6 Change Dispute

If, with respect to any change in Subcontractor's Work, Contractor and Subcontractor cannot agree upon an adjustment in Subcontract Sum or Subcontract Time, Contractor shall have the right to order the Subcontractor to proceed with the change in accordance with Contractor instructions and Subcontractor shall so proceed to carry out the changed Work and prepare and submit records to Contractor for review on a daily basis, to describe in detail all such work performed and with such detailed data as may be required by the Contractor. Any claim for adjustment to the Subcontract Sum or Subcontract Time shall be submitted in accordance with Article 20. Failure to proceed shall constitute a material breach of contract, regardless of the ultimate decision on the dispute; it being understood and agreed that any controversy between the parties shall not be deemed a basis for delay or suspension of the Work.

17.7 Contractor Signed Time and Material Record

Signature of Contractor's representatives upon any time and/or material record prepared by Subcontractor shall only signify Contractor's receipt or review of such record and shall not constitute Contractor's agreement that Subcontractor is entitled to any additional payment for such work. Subcontractor submitted time records must be accompanied by Subcontractor's actual daily time sheets signed by the Contractor's representative or the same shall be rejected.

ARTICLE 18 LOSS OR DAMAGE TO WORK

Contractor shall not be responsible for any loss or damage to Subcontractor's Work, supplies, materials, tools, equipment, appliances, or personal property, owned, rented, or used, however caused. Subcontractor assumes all risk of loss for its Work, regardless of whether Subcontractor has been paid for such Work. Unless otherwise specifically provided in this Subcontract Agreement, Contractor is not responsible for providing any protection of Subcontractor's Work or any protective service for Subcontractor's benefit.

ARTICLE 19 MECHANIC'S LIENS

Subcontractor's Duty to Discharge Liens or Claims

Provided Subcontractor is paid in accordance with the Subcontract Agreement, if any sub-subcontractor, laborer, materialmen or supplier of Subcontractor any other person directly or indirectly acting for, through or under it or any of them files or maintains a lien, stop notice, or claim against the Project or premises of the Project 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 Contractor or from Owner to Subcontractor, for or on account of any work, labor, services, materials, supplies, equipment or other items performed or furnished for in connection with the Project, Subcontractor shall 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 of such liens or claims. Upon its failure to do so, Contractor shall have the right, in addition to all other rights and remedies provided under this Subcontract Agreement and the Subcontract Documents, or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means the Owner or Contractor chooses at the entire cost and expense of Subcontractor (such cost and expense to include attorney's fees and disbursements). The Contractor shall be entitled to withhold funds on any other project to satisfy lien or claims in the event the funds retained or withheld on this Project are insufficient to satisfy lien claims for which the Subcontractor is responsible under this Article. Subcontractor shall defend, indemnify, protect and hold harmless the Owner or Contractor from and against any and all such liens and claims and actions brought or judgments rendered thereon, and from and against any and all loss, damages, liability, costs and expenses, including reasonable attorney's fees and disbursements, which Contractor and/or Owner may sustain or incur in connection therewith.

ARTICLE 20 CLAIMS

20.1 Obligation to Continue Work

Regardless of any claims or disputes, or any action taken or to be taken under this Subcontract Agreement with respect to such claims or disputes, whether for an extension of time or for additional compensation or otherwise, Subcontractor at all times shall proceed diligently with the prosecution of its Work.

20.2 Condition Precedent to Subcontractor's Right to Submit a Claim

Subcontractor's shall be in complete compliance with its Subcontract Agreement obligations, including but not limited to, the Subcontract Documents, schedule, billing, quality, safety, contract documentation, as a condition precedent to Subcontractor's right to submit a claim, whether of an extension of time or for additional compensation or otherwise. Upon receipt of a claim, Contractor shall promptly notify Subcontractor if, in Contractor's reasonable discretion, Subcontractor is not in compliance with its Subcontract Agreement. If Subcontractor is not in compliance with its Subcontract Agreement obligations, Contractor shall have no obligation to review, consider or submit a claim until Subcontractor remedies all issues set forth in Contractor's notification to Subcontractor.

20.3 When Contractor Can Seek Recovery from the Owner

If Subcontractor asserts a claim for damages under circumstances that entitle Contractor to make a claim for damages against the Owner under the Prime Contract, Subcontractor shall file with Contractor a written claim that meets the requirements of this Article 20 and is in the form required by the Prime Contract for claims by Contractor against Owner no later than five (5) days prior to the time when Contractor is required to file such claim with the Owner. If no specific deadline for claims is contained in the Prime Contract, the Subcontractor shall submit such claim within fourteen (14) days of the commencement of the event allegedly giving rise to the claim.

20.4 When Contractor Cannot Seek Recovery from Owner

If Subcontractor asserts a claim for alleged damages which is prohibited by the Subcontract Documents, or asserts such claim under circumstances that do not entitle Contractor to make a claim for such damages against the Owner under the Prime Contract, upon written notice from Contractor, Subcontractor shall withdraw the claim.

20.5 Preparation of Claims

With respect to any claim submitted by Subcontractor, Subcontractor shall prepare the claim in writing and in a format acceptable to Contractor. At a minimum, the claim shall include detailed information concerning the alleged claim-causing event, Subcontractor's damages which allegedly resulted from the event, how the event allegedly caused such damages, and steps allegedly taken by Subcontractor to mitigate the extent of its alleged damages. The claim shall separately list each type of damage allegedly

incurred (but in no event damages barred or waived by the Subcontract Documents or this Subcontract Agreement) and give the most accurate estimate possible of the amount for each type of alleged damage. Upon request by Contractor, Subcontractor shall provide any other information concerning the claim. By submitting a claim, Subcontractor grants Contractor the right to examine or audit all of Subcontractor's accounting records, job records, payroll records and other records and documents which may have any bearing on the claim.

20.6 Waiver of Claims

Failure by Subcontractor to deliver a claim for alleged damages to Contractor within the time limits set forth in this Article 20 and/or to provide the required damage amounts and other specific information and supporting documentation as determined by Contractor, shall constitute a waiver and estoppel of Subcontractor's rights with respect to such claim for alleged damages.

20.7 Subcontractor Cooperation

Subcontractor shall cooperate in the prosecution of claims filed by Subcontractor, and shall reimburse Contractor for all expenses and costs incurred by Contractor in connection with the preparation and prosecution of such claims against Owner or others who may be responsible, including without limitation, costs of litigation, arbitration or alternative dispute resolution proceedings and reasonable attorney's fees and disbursements. Nothing in this Article shall require Contractor to assert any claim against the Owner on Subcontractor's behalf which, in Contractor's reasonable judgment, is fraudulent, contrary to law, barred by the Subcontract Agreement, the Subcontract Documents or the Prime Contract or made by Subcontractor in bad faith.

20.8 Claims Against Contractor Arising from Subcontractor's Work

If the Owner or a third party brings a claim against Contractor and such claim arises directly, or indirectly, in whole or in part from Subcontractor's Work or other involvement in the Project, Subcontractor shall cooperate with Contractor and its counsel in the defense of such claim; provide, at Subcontractor's expense, all witnesses, expert testimony, documents and other assistance Contractor reasonably believes necessary for such defense; and indemnify and hold Contractor harmless from the cost of any judgment or settlement of such claim, Contractor's reasonable costs in responding to the claim, and Contractor's reasonable attorneys' fees and disbursements.

20.9 Subcontractor Bound by Claims Procedures

Subcontractor expressly consents to be bound to Contractor to the same degree and manner that Contractor is bound to the Owner by all decisions and determinations made in accordance with any procedure for the resolution of claims provided in the Prime Contract. The provisions of this Article shall be binding upon Subcontractor, whether or not Subcontractor records or files a mechanic's lien, stop work notice, action against any bond posted by Contractor, or files suit thereon. Subcontractor acknowledges that this Article waives or limits rights it otherwise would have in connection with such liens, stop notices or bonds.

20.10 Waiver of Consequential Damages

The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract Agreement, including without limitation, any consequential damages arising or relating to this Subcontract Agreement. In the event the Prime Contract does not contain a waiver of consequential damages, then Contractor may make a claim against Subcontractor, but only to the extent a claim is made against Contractor for Owner's damages.

ARTICLE 21 PERMITS AND COMPLIANCE WITH LAWS

The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract Agreement. Unless specifically excluded in Attachment A – Scope of Work, the Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work whether or not specifically mentioned or provided by this Subcontract

Agreement or the Subcontract Documents without additional charge or expense to the Contractor. The Subcontractor shall be responsible for, and correct, at its own cost and expense, any violations thereof resulting from or in connection with the performance of its Work. The Subcontractor shall at any time, upon demand, furnish such proof as the Contractor may require showing such compliance and/or the correction of such violations. The Subcontractor shall defend, hold harmless and indemnify 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, statutes, ordinances, codes, rules and regulations, and orders or to correct such violations.

ARTICLE 22 LABOR RELATIONS

22.1 Jurisdictional Disputes

If any item of the Subcontract Work becomes the subject of a jurisdictional dispute as to the employees or craft used for such Work, Subcontractor shall lawfully resolve such dispute and if arbitrated, abide by the decision, holding the Contractor and Owner free of involvement in the dispute, and if time is lost by the dispute, an extension of time shall be considered only pursuant to this Subcontract Agreement, but only to the extent allowed by the Owner under the Prime Contract, provided a claim is submitted in accordance with Article 20 of this Subcontract Agreement.

22.2 Wage Scale Determinations

Subcontractor will pay not less than the wage scale and fringe benefits, if any, required by the Subcontract Documents or, if applicable, prevailing wage or common wage determinations, Federal Davis Bacon wage determinations, or collective bargaining agreements to which Subcontractor is signatory. Subcontractor will comply with all applicable wage laws, statutes and regulations. On projects with wage scale requirements or if requested by Contractor, Subcontractor shall submit certified copies of payrolls with each payment application or more frequent as requested by Contractor.

22.3 Control of Employees

Subcontractor shall maintain control over all its employees, sub-subcontractors, suppliers and others for whom Subcontractor is responsible. Subcontractor shall remove or cause to be removed from the Project any person or entity for whom Subcontractor is responsible who is determined by the Owner, Designer, or Contractor to be detrimental to the Project. Subcontractor shall not employ any person who wrongfully causes, or who is likely to wrongfully cause, strikes, work stoppages or other actions detrimental to the Project.

22.4 Strike

In the event of a strike, picketing or other action resulting from Subcontractor's Work, after forty-eight (48) hours notice to Subcontractor, Contractor may take any lawful steps necessary to complete Subcontractor's Work. Subcontractor shall take all necessary action to ensure harmonious labor relations, including compliance of all labor agreements and jurisdictional decisions. If Contractor establishes a gate for use by Subcontractor, its employees, sub-subcontractors, materialman, suppliers, and agents of Subcontractor shall use such gate until further notice from Contractor.

22.5 Failure to Comply

If Subcontractor fails to comply with this Article, upon written notice of such non-compliance from Contractor, Subcontractor shall commence to cure such non-compliance within twenty-four (24) hours, and shall achieve compliance within three (3) days of receipt of written notice. Any failure by Subcontractor to do so after receipt of written notice to comply shall constitute a material breach of this Subcontract Agreement and Contractor shall have the right to terminate this Subcontract Agreement for cause.

ARTICLE 23 EQUAL OPPORTUNITY, AFFIRMATIVE ACTION, AND ADA

23.1 Non Discrimination

Subcontractor at its own expense, shall conform to the nondiscrimination and affirmative active policies and plans required by this Subcontract Agreement, the Subcontract Documents and with all laws applicable to the Project.

23.2 Federal Law

Subcontractor shall, at its own expense, conform and comply with all Federal laws which apply to the Project, including but not limited to and unless exempted, Equal Employment Opportunity Clause, the Civil Rights Act of 1991, the American with Disabilities Act and affirmative action requirements, and Federal Acquisition Regulation.

23.3 Immigration Law

Subcontractor hereby represents warrants and covenants that Subcontractor has:

- (1) Complied, and shall at all times during performance of this Subcontract Agreement, comply in all respects with all applicable immigration laws, statutes, rules, codes, orders and regulations, including, but not limited to, the Immigration Reform Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and any successor statutes thereto;
- (2) Properly maintained, and shall at all times during performance of this Subcontract Agreement properly maintain, all records required by the Department of Homeland Security (the "DHS"), including, but not limited to, the completion and maintenance of the Form I-9 for each of Subcontractor's employees; and
- (3) Responded, and shall at all time during performance of this Agreement respond, in a timely fashion to any inspection requests related to such I-9 Forms. During performance of this Agreement, Subcontractor shall, and shall cause its directors, officers, managers, agents and employees to, fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by the DHS of Subcontractor or any of its employees.

23.4 Reporting

Subcontractor shall furnish all information and reports required by this Subcontract Agreement, the Subcontract Documents, and applicable laws. Subcontractor shall permit access to records and accounts for the purpose of investigation to ascertain such compliance. Unless exempted by law, Subcontractor will include the requirements of this Article in every sub-subcontract or purchase order so that it is binding upon each sub-subcontractor or supplier.

23.5 ADA Compliance

In the event the Subcontractor believes it necessary to modify its sequence of Work, the work environment, or means and methods to comply with the applicable requirements of the Americans With Disabilities Act (ADA), the Subcontractor shall notify Contractor in writing of proposed modifications and allow Contractor a reasonable time to review the request and seek written approval of the Owner and/or Designer. All costs of the proposed modifications shall be borne by the Subcontractor, including impact costs to other subcontractors or other parts of the Project. No modifications shall be made until the Contractor has consented in writing. Nothing herein shall be construed to make Contractor or Subcontractor responsible for conformance of the Designer's Design to ADA requirements.

23.6 Failure to Comply

If Subcontractor, its employees, sub-subcontractors, suppliers or any other person or entity responsible to Subcontractor fails to comply with any applicable law or requirement of this Subcontract Agreement or the Subcontract Documents, upon written notice of such non-compliance from Contractor, Subcontractor shall commence to cure such non-compliance within twenty-four (24) hours, and shall achieve compliance within three (3) days of receipt of written notice. Any failure by Subcontractor to do so after receipt of written notice to comply shall constitute a material breach of this Subcontract Agreement and Contractor shall have the right to terminate this Subcontract Agreement for cause.

ARTICLE 24 SAFETY

24.1 Conformance

Subcontractor shall at its own expense, comply with all manufacturer's literature, safety signage and laws, statutes, codes, rules and regulations, lawful orders and/or ordinances promulgated by any governmental authority, including without limitation, the applicable requirements of the Occupational Safety and Health Act of 1970, and the Construction Safety Act of 1969. Subcontractor shall take all precautions which are necessary to protect against any conditions created during or caused by its Work which will involve any risk of bodily harm to persons or risk of damage to any property. Subcontractor shall continuously inspect its Work and the materials and equipment which Subcontractor brings on the Project site to discover and determine any such conditions which affect the safety and health of employees. Subcontractor shall be solely responsible for discovering and correcting any conditions.

24.2 Use of Power-operated Equipment for Hoisting

Subcontractor and any of its sub-subcontractors, vendors, suppliers utilizing power-operated equipment that can hoist, lower and horizontally move a suspended load, as set forth in 29 C.F.R. 1926.1400 shall comply with OSHA Crane and Derricks Subpart CC. In addition, Subcontractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery and other services necessary to comply with 29 C.F.R. 1926.1402 relating to ground conditions and supporting material. The subcontractor shall be deemed the Controlling Entity as that term is defined in 29 C.F.R. 1926.1401.

24.3 Project Site Rules and Regulations

Subcontractor hereby acknowledges that at all times during the term of this Subcontract Agreement; it shall comply with the safety policy and the jobsite rules and regulations of the Contractor, which may be modified from time to time. Subcontractor shall take all necessary steps toward compliance and shall have sole responsibility for the safety of its employees and agents. Subcontractor shall be liable for each hazardous condition which Subcontractor either creates or controls, whether or not the persons exposed to the hazard are Subcontractor's employees or agents. Subcontractor is responsible for providing its employees and agents appropriate personnel protective equipment (PPE) for the activity being performed; at a minimum hard hats and appropriate clothing for the Project as required by Contractor.

24.4 Controlling Contractor

Subcontractor shall at all times be the controlling employer responsible for the safety programs and precautions applicable to its Work. Subcontractor shall control the activities of its employees and any other person or entity for which Subcontractor is responsible. Subcontractor shall be liable for each hazardous condition which Subcontractor either creates or controls. Subcontractor shall also be responsible for preventing its employees and persons or entities for which it is responsible from being exposed to any hazardous or dangerous condition. In the event an action is undertaken against Contractor for violations of law as a result of conditions allegedly created or controlled by Subcontractor or its sub-subcontractors, or any other person or entity for which Subcontractor is responsible, Subcontractor shall indemnify and hold Contractor harmless from all costs and/or damages which may be assessed as the result of such action, including reasonable attorney's fees and disbursements incurred in the defense of such action.

24.5 Accident and Injury Reporting

Subcontractor shall immediately report to the Contractor any injury or near miss to an employee or agent of the Subcontractor which occurred at the Project site. Subcontractor shall deliver copies of all accident and injury reports to Contractor and any other person or entity entitled thereto by applicable law, this Subcontract Agreement or the Subcontract Documents within twenty-four (24) hours of occurrence unless any law or requirement of the Subcontract Documents requires earlier notice.

24.6 Safety Representative

Subcontractor and sub-subcontractors shall have on the Project site a designated, qualified and competent Safety Representative empowered to act on behalf of Subcontractor in all matters pertaining to safety at all times while Subcontractor's Work is being performed. Before commencing its Work, Subcontractor shall furnish to Contractor written notice of the appointment of its Safety Representative or its Sub-subcontractor's Safety Representative. Appointed Safety Representative(s) shall not be

changed without written approval of Contractor. Subcontractor and its sub-tier contractors shall conduct daily (or more frequently if Work activities change) safety inspections of their Work areas and take corrective measures as warranted. If circumstances warrant such action in the Contractor's reasonable discretion, Contractor shall have the right to demand that Subcontractor provide a fulltime safety professional as Subcontractor's Safety Representative, who sole responsibility shall be to monitor the safe performance of Subcontractor's Work and matters related thereto.

24.7 Drug Testing

If required by the Subcontract Documents, by law or at Contractor's request, Contractor shall have the right to require Subcontractor and all of its sub-subcontractors to prove that all of their employees working at the Project site have satisfactorily pass a drug screening test. All costs associated with administering the drug screening tests shall be borne by the Subcontractor.

24.8 Shoring and Bracing

It is the sole responsibility of Subcontractor to furnish and install all temporary bracing and shoring required to support the Subcontractor's Work and surrounding areas during erection, excavation and installation, including masonry, steel, earth work, and concrete, as the case may be. All temporary bracing shall be kept in place until the Subcontractor Work is permanently secure and all permanent attachments are in place. By executing this Subcontract Agreement, Subcontractor acknowledges that it has visited, inspected, and studied the existing conditions and is satisfied as to the physical conditions thereof, and all other factors relating to its performance of the Subcontractor's Work. In addition, Subcontractor acknowledges that it has visited and inspected the Project real estate and recognizes the job conditions, project layout, staging areas, hoisting requirements, etc. of the Project.

ARTICLE 25 HAZARDOUS AND OTHER REGULATED SUBSTANCES

25.1 Compliance with Laws

The Subcontractor shall comply with all Federal, State and local laws, rules, orders and regulations concerning health, safety and the environment, including but not limited to, those of the United States Environmental Protection Agency and the Indiana Department of Environmental Management or the state environmental agency in the State where the Work is being performed, if applicable. The Subcontractor shall not place or use at the site any hazardous chemicals, regulated substance, toxic waste or similar substances except those specified by the Designer or customarily used in the construction industry, and only then in accordance with all applicable laws or regulations. Subcontractor shall not use asbestos or polychlorinated biphenyl or materials containing those substances in the performance of the Work except with the express written permission of the Contractor, Owner, and Designer

25.2 Conditions of Use

The Subcontractor hereby agrees to comply with the provisions of the Contractor's or Owner's hazard communication policy, to inform Subcontractor's employees, agents, Sub-subcontractors and invitees as to all hazards to which they may reasonably be exposed and require the utilization of appropriate precautions with respect to protecting such individuals from hazardous substances. Subcontractor agrees to provide a Material Safety Data Sheet, "Standards for Storage" or manufacturers "Disposition Instructions" for materials and equipment used in performance of Subcontractor's Work, including providing such information from its sub-subcontractors and vendors in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the Project site. In addition,

- (1) If Subcontractor foresees bringing hazardous chemicals onto the site, then Subcontractor shall provide a list of all such chemicals to the Contractor, and Subcontractor shall update such list as necessary.
- (2) Subcontractor shall maintain and make available at the Project site, in the Subcontractor's project office, or in the Subcontractor's on-site vehicle, current Material Safety Data Sheets for each listed chemical.

- (3) Subcontractor shall ensure that appropriate personal protective equipment is available for handling each listed chemical.
- (4) Subcontractor shall ensure that appropriate warning labels are attached to all incoming containers of each listed chemical.
- (5) Subcontractor shall handle each listed chemical in accordance with manufacturer's recommendations and all applicable local, state and federal regulations.

25.3 Regulated Substance Disposal

Subcontractor shall not dispose of a regulated substance on the Project site. Subcontractor shall provide separate disposal receptacles to be used exclusively for the storage or temporary disposal of regulated substances. Such separate disposal receptacles must be approved by law for the particular regulated substance that will be placed in them. When storing, treating or disposing of regulated substances, Subcontractor and Subcontractor's waste hauler shall comply with all applicable laws. Subcontractor shall identify its waste haulers and provide Contractor with a copy of each manifest or other document relating to the storage, transportation and disposal of a regulated substance from the Project site.

25.4 Indemnification by Subcontractor

The Subcontractor shall indemnify the Owner and Contractor for the cost and expense the Owner and Contractor incurs, including reasonable attorney's fees for (1) remediation of a regulated material or substance brought to the site and negligently handled or stored by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under this Article except to the extent that the cost and expense are due to the Contractor's sole fault or negligence.

25.5 Discovery of Regulated Substances

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a regulated substance, hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor.

25.6 Claims because of Regulated Substances

If Subcontractor has claims resulting from delays, disruptions or interferences because of the discovery of asbestos, polychlorinated biphenyls (PCB's) or other regulated substances, Subcontractor shall submit such claims in accordance with this Subcontract Agreement.

ARTICLE 26 NOTICES

26.1 Notices to Contractor

All notices to the Contractor shall be in writing, addressed to Contractor's Authorized Representative and delivered to its address indicated on the signature page. A copy of any such notice shall also be delivered to Contractor's job site office. Contractor's Authorized Representative shall be the Project Manager, Group Manager or Vice President who executed this Agreement, unless Subcontractor is notified otherwise in writing or herein.

26.2 Notices to Subcontractor

Except in the case of an emergency, all notices to Subcontractor shall be in writing, addressed to Subcontractor's Authorized Representative. Subcontractor's Authorized Representative shall be the person who executed this Subcontract Agreement, and the address shall be that of the home or principal office, unless Contractor is notified otherwise in writing or herein.

26.3 Delivery and Effective Date of Notices

Delivery of notices may be by hand, facsimile, overnight express courier or U.S. Mail. Copies of notices may be delivered by email. Notices shall be effective immediately upon delivery to the party to whom it is addressed.

ARTICLE 27 CORRECTION OF DEFECTIVE WORK AND INSPECTION OF WORK

27.1 Correction of Work

The Subcontractor shall within three (3) days after receipt of written notice from the Contractor, proceed to take down all portions of the Work which Contractor, Owner, or Designer have determined to be unsound, defective, improper, or in any way failing to conform to this Subcontract Agreement or the Subcontract Documents and replace the same with proper and satisfactory work and materials and make good all work damaged, or destroyed thereby, including the work of others, or as a result of unsound, defective, improper or nonconforming work or material. If the Subcontractor fails to do so, Contractor may, without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor. If the cost incurred by the Contractor exceeds the unpaid balance of the Subcontract Sum, the Subcontractor shall pay the difference to the Contractor within ten (10) days of demand.

27.2 Uncovering of Work

If requested in writing by the Contractor, the Subcontractor shall uncover any portion of the Subcontract Work which has been covered by the Subcontractor for inspection by the Contractor, Owner, or Designer to determine if Work is unsound, defective, improper, or in any way failing to conform to this Subcontract Agreement or the Subcontract Documents whether or not the Contractor, Owner, or Designer had requested to inspect the Subcontract Work prior to it being covered. If Subcontractor uncovers Work pursuant to a directive and such Work upon inspection is found to not comply with the Subcontract Documents, the Subcontractor shall be responsible for all costs and time of uncovering, correcting, and restoring the Work so to make it conform to the Subcontract Documents. If such Work upon inspection does comply with the Subcontract Documents, the Contractor shall adjust the Subcontract Sum by change order for the costs and time of uncovering and recovering the Work.

ARTICLE 28 WARRANTY

The Subcontractor warrants to the Contractor and Owner that materials and equipment furnished under this Subcontract Agreement will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor further warrants that the Work will conform to the requirements of the Subcontract Documents and be free from defects, except for those inherent in the quality of Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, alternations to the Work not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Contractor or Owner, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

28.1 Unless a later date is required by the Prime Contract, the warranty period shall commence upon the Contractor's Substantial Completion of the Project, as certified by the Owner and Designer, and shall run for a period of one (1) year unless a special or extended warranty is required by the Subcontract Documents.

28.2 If required by the Contractor, Owner or Subcontract Documents, the Subcontractor shall furnish separate guarantees for the Work or portions thereof.

28.3 Subcontractor, at its sole cost and expense, agrees to make good, to the reasonable satisfaction of the Owner, any portion of the Work which proves defective or to repair any damage to other work caused by the defect or repair thereof. If Subcontractor fails to perform in accordance with this Article within the time directed by Owner or Contractor, Contractor may perform such Work and Subcontractor agrees to

reimburse Contractor its reasonable costs upon demand including ten percent (10%) for overhead and ten percent (10%) for profit.

ARTICLE 29 TERMINATION FOR CAUSE

29.1 Termination for Cause

If at any time Subcontractor:

- (1) fails or refuses to supply sufficient labor, materials, tools, equipment or supervision;
- (2) fails or refuses to perform the Work promptly and diligently;
- (3) fails to meet the Project Schedule;
- (4) causes delay, interference or stops the work of Contractor or any its subcontractors;
- (5) fails or refuses to perform any of its obligations under this Subcontract Agreement or the Subcontract Documents;
- (6) is in material breach of any provision of the Subcontract Agreement; or
- (7) files bankruptcy or becomes insolvent or goes into liquidation (either voluntarily or under an order of a court of competent jurisdiction), or makes a general assignment for the benefit of creditors, or otherwise evidences financial incapacity;

then in any such event, each of which shall constitute a material default under this Subcontract Agreement, Contractor shall have the right, in addition to any other rights and remedies provided under this Subcontract Agreement, the Subcontract Documents or by law, after forty-eight (48) hours written notice to the Subcontractor to terminate all or any portion of Subcontractor's right to proceed under the Subcontract Agreement and to enter upon the premises and take possession, for the purpose of completing that portion of the Work affected by such termination, of all Subcontractor's records, materials, tools and equipment and all other items relating to that subject portion of Subcontractor's Work on the Project, including materials stored off-site for use in completing Subcontractor's Work.

29.1.1 In case of such termination of the Subcontractor, the Contractor may finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

29.1.2 In addition to the costs specified above, Contractor may deduct from the Subcontract Sum and/or otherwise recover from Subcontractor an amount sufficient to indemnify Contractor and hold Contractor harmless from any loss or liability arising out of Subcontractor's Work or other involvement in the Project, including, but not limited to, the costs of any claims by others resulting from Subcontractor's acts or omissions including an judgment or award to or settlement with the claiming party and reasonable attorneys' fees and disbursements incurred defending or resolving such claims

29.2 Termination of Owner by Contractor

In the event the Contractor terminates the Prime Contract with the Owner due to default on the part of the Owner, Subcontractor shall not be entitled to recover from Contractor more than the sum actually received by Contractor from Owner for work performed and materials, supplies and equipment furnished by Subcontractor pursuant to this Subcontract Agreement. The rights and remedies of Contractor, other subcontractors and third parties shall be taken into consideration in Contractor's determination of Subcontractor's pro rata share of any payments received by Contractor from the Owner.

29.3 Termination of Contractor by Owner

In the event the Owner terminates the Prime Contract with the Contractor, Contractor may deliver a termination notice to Subcontractor, whereupon Subcontractor shall follow Contractor's directions, including, but not limited to, a direction to stop work and Contractor's termination of Subcontractor's Work

pursuant to Article 30. If Owner elects to assume Contractor's rights and obligations under this Subcontract Agreement, Subcontractor shall perform the remainder of its duties under this Subcontract Agreement and Subcontract Documents for the Owner, and will look solely to the Owner for further payments and performance of all outstanding obligations which Contractor would have owed to Subcontractor under this Subcontract Agreement.

29.4 Receipt of Payment

The right of Subcontractor to payment from Contractor for any termination shall be subject to the provisions of this Subcontract Agreement and the Subcontract Documents. In no event shall Subcontractor be entitled to recover unexpended overhead, unearned profit or damages as the result of any such termination. Settlement of termination costs shall constitute a settlement and release of any and all claims, known or unknown, of the Subcontractor arising as a result of any such termination.

ARTICLE 30 TERMINATION FOR CONVENIENCE

30.1 Contractor Right to Terminate

The performance of the Work may be terminated at any time in whole, or from time to time in part, by Contractor for its convenience. Any such termination shall be effected by delivery to Subcontractor of a written notice of termination specifying the extent to which performance of the work is terminated and the date upon which termination becomes effective.

30.2 Subcontractor's Obligations

After receipt of a notice of termination, whether for cause or convenience, and except as otherwise directed by Contractor, Subcontractor shall, in good faith, and to the best of its ability, do all things necessary, in the light of such notice and of such requests in implementation thereof as Contractor may make, to assure the efficient, proper closeout of the terminated work (including the protection of Owner's property). Among other things, the Subcontractor shall:

- (1) cease operations as directed by the Contractor in the notice;
- (2) take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- (3) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing sub-subcontracts and purchase orders and enter into no further sub-subcontracts and purchase orders;
- (4) as directed by the Contractor, transfer title and deliver to the Contractor any fabricated or unfabricated parts, work in progress, completed work, supplies or other material produced or acquired for the Subcontract Work terminated and completed or partially completed plans, drawings, information, and other property the, if the Subcontract Agreement had been completed, the Subcontractor would have been required to furnish to the Contractor;
- (5) with the approval of Contractor, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts; and
- (6) take any other reasonable action as directed by the Contractor.

30.3 Equitable Adjustment

In the event of such termination, there shall be an equitable reduction of the Subcontract Sum to reflect the reduction in the Work, and no cost incurred after the effective date of the notice of termination shall be reimbursable unless it relates to carrying out the un-terminated portion of the Work, or taking required closeout measures.

30.4 Right to Convert to Termination for Convenience

In the event any termination of Subcontractor for cause under this Subcontract Agreement is later determined to have been improper, the termination shall be automatically converted to a termination for convenience, and the Subcontractor shall be limited in its recovery strictly to the compensation provided for in this Article.

ARTICLE 31 INDEMNIFICATION

31.1 Indemnification Obligations

To the fullest extent permitted by law of the State where the Project is located, the Subcontractor shall defend, indemnify and hold harmless the Owner, Contractor, Designer, and their respective agents and employees ("Indemnified Parties") of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article. Subcontractor shall not be required to indemnify Contractor for its sole negligence.

31.1.1 In claims against any person or entity indemnified under this Article, by an employee of the Subcontractor, the Subcontractor's sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

31.1.2 The obligations for defense and indemnification herein required are severable. In the event the laws (whether by statute or court decision) of the State where the Project is located provide that contracts or provisions for indemnification of a party's own negligence are against public policy or are otherwise void and unenforceable, the obligation for Subcontractor to defend, indemnify and hold harmless the Indemnified Parties against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Subcontractor's Work and due or alleged to be due by the negligent acts or omissions of the Subcontractor, sub-subcontractor, anyone employed by them or anyone for whose acts they may be liable, will be deemed to be a severable distinct obligation.

31.2 Condition Precedent to Payment

The full and faithful performance of Subcontractor's defense and indemnification obligations is a condition precedent to Subcontractor's right to receive payment under this Subcontract Agreement.

ARTICLE 32 CHOICE OF LAW AND DISPUTE RESOLUTION

32.1 Choice of Law

This Subcontract Agreement shall be governed by and construed in accordance with the laws of the place of the Project.

32.2 Dispute Resolution

If Subcontractor has a dispute or claim against regarding the interpretation or application of any provision of this Subcontract Agreement or the breach thereof, Subcontractor shall, within seven (7) days after such dispute arises, submit its claim, in writing, to Contractor, attaching all supporting documentation. Subcontractor shall provide such additional documents or information as requested by Contractor. Contractor shall respond within a reasonable time period, not to exceed thirty (30) days after receipt of Subcontractor's written claim and additionally requested supporting documentation or information, if any. In the event Subcontractor objects or does not agree to Contractor's response, the parties shall meet promptly and attempt to resolve the dispute. If the Contractor and Subcontractor are unable to thereby resolve the dispute, the parties shall mediate the dispute as set forth below. As a condition precedent to any party initiating mediation, the Subcontractor must first comply fully with the provisions set forth herein. Nothing in this paragraph 32.2 shall be construed to change or extend any time period set forth in this

Subcontract Agreement in which Subcontractor is seeking an adjustment in the Subcontract Sum or Subcontract Time.

32.3 Mediation

32.3.1 - Any claim arising out of or related to this Subcontract Agreement, except those waived in this Subcontract Agreement, shall be subject to mediation as a condition precedent to binding dispute resolution.

32.3.2 - The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Indiana Rules for Alternative Dispute Resolution in effect on the date of the Agreement. For work performed outside of Indiana, mediation shall be in accordance with the Construction Industry Mediation Procedure of the American Arbitration Association. A request for mediation shall be made in writing, delivered to the other party to this Subcontract Agreement.

32.3.3 - The parties shall share the mediator's fee equally. Each party shall pay its own attorney's fees associated with mediation. The mediation shall be held in Indianapolis, Indiana or in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

32.4 Dispute Resolution with the Owner

In the event that 1) Subcontractor requests that Contractor to pursue a claim pursuant to Paragraphs 20.2 – 20.8 against the Owner for any claim that is rejected by the Owner or otherwise deemed unacceptable by Subcontractor and Contractor consents to pursue such claim on Subcontractor's behalf or 2) Owner asserts a claim against Contractor in which Subcontractor's Work is at issue, Subcontractor shall be bound by the dispute resolution procedures in the Prime Contract and Contractor may join Subcontractor into any such proceeding. The Subcontractor shall furnish all notices and information within the time required under the Prime Contract to enable the Contractor to timely assert a claim or defense of the Subcontractor. Subcontractor shall be bound by the outcome of the dispute resolution procedure.

Contractor shall pay the Subcontractor its proportionate share of any recovery due the Subcontractor on the basis of the ratio of the Subcontractor's claims to other claims that are asserted, less the expenses and attorney's fees of the procedure. Receipt by Contractor of a payment from the Owner or other responsible party shall be a condition precedent to the obligation of the Contractor to pay the Subcontractor for any work, claim or damage. The Subcontractor shall pay the Contractor its proportionate share of any recovery by the Owner against the Contractor involving the Subcontractor's Work or materials and pay the Contractor its proportionate share of the expenses and attorney's fees incurred in defending such Owner's claim against the Contractor.

If the Prime Contract does not provide for a dispute resolution procedure, or if, in the sole judgment of the Contractor, the controversy, dispute or claim is principally between the Contractor and Subcontractor, then the claim shall be determined in accordance with Paragraphs 32.2, 32.3 and 32.5, provided however, in the event of a dispute between the Owner and Contractor, or Contractor and any other person or entity in which Subcontractor's Work is at issue, Contractor may instead join Subcontractor into any such proceeding in which the dispute is pending.

The Subcontractor agrees to continue performance of the Subcontract Work and shall proceed in accordance with the directives of the Contractor in the event of any dispute or claim, regardless as to whether or not a claim has been asserted in accordance with Article 32. Failure to so proceed shall constitute a material breach of contract, regardless of the ultimate decision on the dispute. It being understood and agreed that any controversy between the parties shall not be deemed a basis to delay or suspend the Work, unless directed otherwise by the Contractor.

The Subcontractor agrees to indemnify the Contractor for any and all costs, including attorney's fees, of defending a claim by the Owner or any other party in the dispute resolution procedure if such claim relates

to or arises out of the Subcontract Agreement, the Subcontractor's Work or from the Subcontractor's failure to prosecute its work.

32.5 Arbitration

Any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered privately in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

The parties agree that any arbitration shall be held in Indianapolis, Indiana, or the place of the Project, unless an alternative location is mutually agreed upon. The parties shall share the arbitrator's fees and other costs associated with the arbitration unless otherwise determined by the arbitrators in accordance with this Subcontract Agreement.

Any dispute involving more than \$500,000 shall be heard by an arbitrator panel consisting of three (3) arbitrators, at least one of whom shall be an attorney. Each party shall select one arbitrator and the third shall be selected by the arbitrators selected by the parties.

The parties shall exchange documents and be permitted to take not more than three (3) depositions, unless the parties mutually agree otherwise.

A demand for arbitration shall not be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

Either party may consolidate an arbitration conducted under this Subcontract Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

Either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described in the written consent.

The Contractor and Subcontractor grant to any person or entity made a party to an arbitration conducted under this Subcontract Agreement, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Subcontract Agreement.

This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The parties shall be bound to and responsible for the award for interest, arbitration fees, costs and attorney's fees, as determined by the arbitrators.

ARTICLE 33 MISCELLANEOUS PROVISIONS

33.1 Invalidity of Any Provision

If any part of the Subcontract Agreement is declared invalid by a court of competent jurisdiction or by a valid arbitration proceeding, the part held invalid shall not in any matter affect the validity of the remaining parts of the Subcontract Agreement and all such remaining parts shall be held to be the full agreement of the parties.

33.2 Neutral Interpretation

The form of Subcontract Agreement has been prepared initially by Contractor. However, in the event of any dispute over its meaning or application, the Subcontract Agreement shall be interpreted fairly and reasonably and neither more strongly for, nor more strongly against, either party.

33.3 Relationships

Except as expressly provided herein, nothing contained in this Subcontract Agreement shall create any contractual or third party beneficiary relationship between any parties other than Contractor and Subcontractor.

33.4 Attorney's Fee

If a claim between Contractor or Subcontractor is arbitrated or litigated, the arbitrator(s) or court shall award to the prevailing party all of its reasonable attorney's fees and costs or arbitration or litigation ("costs"). The prevailing party is the party prosecuting a claim if it receives as an award or judgment ("award") that is more than fifty percent (50%) of its claim as that claim is stated at the commencement of the arbitration hearing or litigation trial ("total claim"). If the prosecuting party receives an award that is fifty percent (50%) or less of its total claim, it is not the prevailing party and shall not be awarded any attorney fees or costs. If the prosecuting party receives no award, then the defending party is the prevailing party and shall be awarded its attorney fees and costs. If counterclaims are arbitrated or litigated, the same definition of prevailing party shall apply to award on the counterclaim. However, if both parties meet the definition of prevailing party as to their respective claim or counterclaim prior to offsetting the respective awards against one another, then the respective awards will be offset against one another leaving a positive balance as to the larger award. If that positive balance is more than fifty percent (50%) of the total claim of the party receiving the larger award, then that party shall be the prevailing party and be awarded its attorney fees and costs.

The Contractor and Subcontractor agree that, other than that an attorney's fee clause is included in the Subcontract Agreement, this attorney fee clause is strictly confidential and shall be redacted from any copies of the Subcontract Agreement provided to the arbitrator(s) or court and not disclosed to the arbitrator(s) or court until after an award is entered and then only for the purpose of a determination of attorney fees and costs as a bifurcated issue. If a party discloses the terms of this Paragraph to the arbitrator(s) or court prior to the entry of an award, then the disclosing party shall forfeit all right to attorney fees and costs even if it is a prevailing party and the non-disclosing party shall be awarded one half of its attorneys fees if it is not the prevailing party and all of its attorneys fees if it is a prevailing party.

33.5 Assignment by the Subcontractor

Without the Contractor's written consent, Subcontractor shall not assign the Work of this Subcontract Agreement, sub-subcontract the whole of this Subcontract Agreement, or assign any right to payment. In the event Subcontractor seeks to further assign this Subcontract Agreement, it shall adhere to the following:

For Work where the Contractor has agreed to accept a Contingent Assignment, Subcontractor shall enter into written agreements by which the Subcontractor, sub-subcontractor, supplier, vendor, lessor, or materialman (collectively known as "sub-vendors") are mutually bound, to the extent of the Work to be performed, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress against the other that the Contractor and Subcontractor have by virtue of the provisions of this Subcontract Agreement. The following items shall apply to each sub-vendor executing the Contingent Assignment:

- (1) Each sub-vendor shall execute the Contingent Assignment form agreeing that it will continue and complete the performance of its contractual obligations on behalf of the Contractor at no additional cost to the Contractor beyond the cost stated in its contract with the Subcontractor;
- (2) Upon written notice by Contractor to any sub-vendor, of an occurrence of default by Subcontractor under this Subcontract Agreement, the Contingent Assignment to Contractor shall become effective and the appropriate party shall immediately undertake to continue performance as directed by the Contractor;
- (3) All prior payments paid to sub-vendor or to the Subcontractor for the Work of a sub-vendor shall be credited toward any sums due pursuant to the terms of the Contingent Assignment. Contractor shall not be obligated to perform or discharge any past obligation, duty or liability of Subcontractor under any contract or agreement, by reason of existence of or exercise of the Contingent Assignment; and
- (4) Subcontractor shall include this provision of this Subcontract Agreement in all its sub-subcontracts, purchase orders and other contracts and agreements relative to Subcontractor's Work.

The form of Subcontract Agreement has been prepared initially by Contractor. However, in the event of any dispute over its meaning or application, the Subcontract Agreement shall be interpreted fairly and reasonably and neither more strongly for, nor more strongly against, either party.

33.6 No Oral Modifications

This Subcontract Agreement may be amended only by a written document signed on behalf of Contractor and Subcontractor.

33.7 Paragraph Headings

The paragraph headings used in this Subcontract Agreement are inserted for reference and convenience only and in no way limit or define any provision herein.

33.8 Merger of Previous Proposals

All previous proposals, promises and understandings relating to the subject matter of this Subcontract Agreement, whether written or oral, are null and void and have been replaced by the terms and conditions contained in this Subcontract Agreement.

33.9 Waiver

The waiver by Contractor of any breach or default of this Subcontract Agreement by Subcontractor shall not be construed as a waiver of any other breach or default of the same or any other terms or conditions of this Subcontract Agreement. Forbearance from demanding strict compliance with any term or provision of this Subcontract Agreement shall not operate as a waiver and shall not prevent Contractor from subsequently demanding strict compliance therewith.

[END OF SUBCONTRACT – ATTACHMENTS TO FOLLOW]



SHIEL SEXTON

Subcontract Attachment A Scope of Work

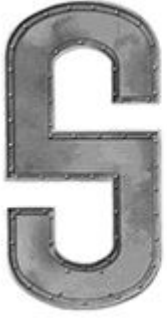
Subcontractor Name:

Project Name:

Scope of Work (The intent of listing scope items is for ease of major scope identification and is NOT intended to limit the requirements of the Subcontract Documents or to be a complete listing of all items to complete the Subcontract Work or for complete systems):

Contractor (Initials and Date) _____

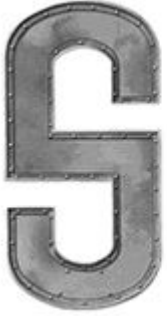
Subcontractor (Initials and Date) _____



SHIEL SEXTON

Subcontract Attachment B Schedule

See attached Project Schedule



SHIEL SEXTON

Subcontract Attachment C Document Log

See attached Document Log



SHIEL SEXTON

Subcontract Attachment D Billing Procedures

The following is a summary of billings procedures to ensure Subcontractor's prompt payment:

- This Project is titled: and the Shiel Sexton Project Number is: XXXXX-.
- Subcontractor Pay Applications must be invoiced on an AIA document (AIA G702 & G703)
- A completed lien waiver must accompany every Pay Application (See Lien Waiver Attachment D.1 and D.2).
- At no time should Subcontractor invoice for change orders unless Subcontractor is in receipt of a fully executed Change Order from Shiel Sexton. Assorted invoices for extra work, which are not incorporated in an executed Change Order, will not be processed. Fax or email all assorted change requests and detailed pricing to the Project Manager for review and consideration. Individual executed Change Orders must be listed item-by- item on the AIA G703 and not indicated as one lump sum.
- All executed Subcontract Agreements and Change Orders must be signed and returned to Shiel Sexton prior to any payments being released.
- Subcontractor's legal company name, address, and Project Number shall be listed on the G702 & G703 of the AIA document.
- Email to XXXXX@shielsexton.com a "Pencil Copy" of the Pay Application to the Project Manager by the 20th of each month if required. The Project Manager will review and notify Subcontractor of any requested revisions. Email, fax or mail approved Pay Application to Accounting by noon on the 24th of the month.
- Attach a summary of the total man-hours worked on the project for the pay period.
- All Pay Applications must be received by the Shiel Sexton Accounting Department by **NOON on the 24th** of the month. Any Pay Applications received after this date and time will be considered late and will not be processed until the following month.
- If the 24th falls on a Saturday then the pay requests are due at Noon on the 23rd. If the 24th falls on a Sunday then the pay request are due at Noon on the 25th.
- There are early cut off dates in November, December and February. A letter will be issued prior to those dates informing you of the requirement.

Please **DO NOT** turn in any Pay Applications to the Project Manager or Superintendent at the job site.

Please **DO** call with any questions you may have. Contact phone number as follows: (317) 423-6000

Send only one original Pay Application by either mail to the address below or email to sscap@shielsexton.com.

Shiel Sexton Co., Inc.
ATTN: Accounting – XXXXXXXXX
902 N. Capitol Ave.
Indianapolis, IN 46204

SHIEL SEXTON CO., INC.
INTERIM WAIVER AND RELEASE OF LIENS AND CLAIMS UPON PAYMENT

STATE OF _____
COUNTY OF _____

Whereas, XXXXXX ("Subcontractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a subcontract agreement or purchase order with Shiel Sexton Co., Inc. ("Contractor") for the project known as XXXXXX ("Project"), which is located at XXXXXXXX (collectively referred to as the "Property"), and is owned by XXXXXX ("Owner").

Upon receipt of the sum of \$_____ [insert sum requested in current pay application] ("Current Payment"), the Subcontractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Contractor, Owner and the Property or any right against any labor and/or material payment bond it has or may have through the date of _____, 20____, [insert last date of work performed that corresponds to Current Payment] ("Current Date") and reserving those rights and liens that the Subcontractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. Further, the Subcontractor covenants and agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the receipt of the Current Payment, to pay all employees, laborers, materialmen, sub-subcontractors and sub-subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Subcontractor's work on the Project.

The Subcontractor further represents that all employees, laborers, materialmen, subcontractors and subconsultants employed by the Subcontractor in connection with the Project and all bills incurred through _____, 20____, [insert the last date of work performed that corresponds to the last pay application] for materials, equipment, services and/or labor, and taxes, furnished by such parties to the Subcontractor in connection with the execution of the Subcontractor's work on the Project, have been fully paid and that no obligation, legal, equitable or otherwise, are owed by the Subcontractor to such parties. Subcontractor further agrees to indemnify, defend and hold harmless the Owner and the Contractor for and against any and all liabilities, losses, costs, expenses and fees, including reasonable attorney's fees and court costs by reason of claims or liens for any labor, materials or services furnished for the Project.

The Subcontractor acknowledges that this Waiver and Release is given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

The undersigned executing this Waiver and Release hereby represents and warrants that he/she has full power and authority to bind the Subcontractor to the terms hereof.

Applicable to Payment Request(s) No. _____

(or) Invoice(s) No. _____

Given under hand and seal this _____ day of _____, 20____.

Company :

Signed _____ (SEAL)

By: _____

Title _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

My commission expires _____.

Notary Public

SHIEL SEXTON CO., INC.
FINAL WAIVER AND RELEASE OF LIENS AND CLAIMS

STATE OF _____
COUNTY OF _____

Whereas, XXXXX ("Subcontractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a subcontract agreement or purchase order with Shiel Sexton Co., Inc. ("Contractor") for the project known as XXXXX ("Project"), which is located at XXXXXXXX (collectively referred to as the "Property"), and is owned by XXXXX ("Owner").

Upon receipt of the sum of \$_____ ("Final Payment"), the Subcontractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Contractor, Owner and the Property or any right against any labor and/or material payment bond it has or may have through the date of _____, 20__ ("Current Date"). Further, the Subcontractor covenants and agrees to apply sums received as the Final Payment first, and in no event later than 15 days after the receipt of the Final Payment, to pay all employees, laborers, materialmen, sub-subcontractors and sub-subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Subcontractor's work on the Project. Subcontractor further agrees to indemnify, defend and hold harmless the Owner and the Contractor for and against any and all liabilities, losses, costs, expenses and fees, including reasonable attorney's fees and court costs by reason of claims or liens for any labor, materials or services furnished for the Project.

Upon consideration of the sum of \$_____ ("Total Contract Amount"), the Company waives and releases any and all claims, demands, actions, causes of action or other rights against the Contractor, Owner and the Property, at law, under a contract, in tort, equity or otherwise, and any and all liens or claims of liens or any right against any labor and/or material payment bond it has, may have had or may have in the future upon the foregoing described Property or in relation to the Subcontractor's performance of work on or the furnishing of equipment, services, and/or labor for the Project.

This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interferences and the like which have occurred, or may be claimed to have occurred prior to the date of this Waiver and Release, whether or not known to the Subcontractor at the time of execution of this Waiver and Release.

The Subcontractor acknowledges that this Waiver and Release is in substantial conformity with the requirements of applicable law and shall be binding and conclusive against the Subcontractor for all purposes, subject only to payment in full of the amount set forth above.

The undersigned executing this Waiver and Release hereby represents and warrants that he/she has full power and authority to bind the Subcontractor to the terms hereof.

Given under hand and seal this _____ day of _____, 20__.

Company:

Signed _____ (SEAL)

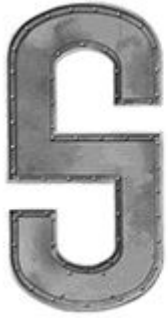
By: _____

Title _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__.

My commission expires _____.

Notary Public



SHIEL SEXTON

Subcontract Attachment E Safety Summary

Prior to the start of Subcontractor's Work, Subcontractor and their sub-subcontractors shall provide the following documents to Shiel Sexton:

- Project Specific Safety Plan (See the following for detail).
- Hazard Communication Program & MSDS book (submit in a binder with index)
- Contractor Safety Information form (fill out attached form E.1)
- Documentation of training and applicable training certifications

It is critical that these documents are furnished in a timely manner or the start of the Subcontractor's work could be delayed.

Project Specific Safety Plan

Subcontractor and their sub-subcontractors shall provide Shiel Sexton a copy of a written **Project Specific Safety Plan**. This plan must provide responses to the following 11 points listed below. Please refer to the specific point (i.e., 1, 2, 3, etc.) being addressed in the plan. Subcontractors will be responsible for ensuring that their sub-subcontractors comply with this requirement, and must provide all plans to Shiel Sexton prior to the start of Work.

- (1) The name of the Safety Representative who is responsible for the day-to-day implementation of Subcontractor company's and this project's safety plan and rules. This Safety Representative must be on site daily.
- (2) Provisions for documented safety inspection on this Project. Note in your response the frequency of inspections, names and positions of inspectors, any special circumstances that would necessitate additional inspections and the documentation methods for these inspections (i.e. forms, distribution, etc.). All inspections will be copied to Shiel Sexton on-site management staff.
- (3) Please provide training records specific to the tasks that are going to be performed on this Project that includes but is not limited to the following:
 - Management personnel and safety inspectors
 - Competent person trainings i.e. scaffolding, steel erection, fall protection, excavations, rigging etc.
 - Forklift, Boom lift, scissor lift, etc. (must have wallet card and provide copy)

These individuals will be held accountable as the competent or trained person for the areas that are identified, so please list the specific employees.

- (4) The interval for job site safety meetings (tool box talks) (documented). Tool box talks are required to be completed by all Subcontractors and returned to the Shiel Sexton on-site office listing the topic, instructor, and attendees.

- (5) What specific fall hazards will Subcontractor encounter on this project? What are these locations? How will you eliminate or control each hazard specifically.
- (6) What are Subcontractor's PPE requirements for this project? Please be specific to any unique tools or activities.
- (7) Describe any remaining hazards that are involved with the Subcontract Work to be performed and explain (in detail) how these hazards will be eliminated or controlled. DO NOT PROVIDE A COPY OF YOUR SAFETY PROGRAM OR STATE IT IS INCLUDED IN YOUR PROGRAM AS COMPLETION OF THIS SECTION – be specific to this Project.
- (8) Please detail your Company substance abuse policy. If no policy exists, note as such.
- (9) Describe the accident reporting, first aid, and emergency procedures for this Project. Note all first aid and any accidents must be reported to Shiel Sexton. Indicate the procedures taken in the event of an accident, i.e. clinic location and transportation policy. Also note who will report this accident and/or first aid event to Shiel Sexton and what method they will use to do so.
- (10) Provide the procedure for ensuring that the details of this Project Specific Safety Plan will be communicated to your organization, employees, and subcontractors?
- (11) Spanish Language Protocols must be incorporated into the plan. If you have no non-English speaking employees please note as such.

**SHIEL SEXTON CO., INC.
SUBCONTRACTOR SAFETY INFORMATION FORM**

COMPANY NAME: _____

PERSON COMPLETING FORM: _____

COMPANY ADDRESS: _____

SIGNATURE: _____ **DATE COMPLETED:** _____

(1) List your firm's experience modification rate (EMR) for the three most recent years

2019 _____ 2018 _____ 2017 _____

(2) Please use your OSHA 200 and 300A logs to complete this section (please attach most recent year and note the references to the OSHA columns below):

Number of injuries and illnesses	<u>2019</u>	<u>2018</u>	<u>2017</u>
Number of lost workday cases including restricted days (Columns H and I)	_____	_____	_____
Number of OSHA recordables (Columns H,I, and J)	_____	_____	_____
Number of fatalities (Column G)	_____	_____	_____

(3) Total employee hours worked: _____

(4) Do you have a written safety program which includes hazardous communication? Yes No

(5) Do you have a mandatory substance abuse program? Yes No

(6) Do you have a light duty/restricted work policy? Yes No

(7) Do all new employees complete safety orientation prior to performing any work activities? Yes No

(8) Do you conduct jobsite safety inspections? Yes No

At what interval? _____

(9) Do you require the OSHA 10-hour course for all supervisors? Yes No

(10) Do you conduct documented post accident investigations? Yes No



SHIEL SEXTON

Subcontract Attachment F Quality Summary

Prior to starting Subcontractor's Work, Subcontractor shall provide the following documents to Shiel Sexton:

- Job Specific Quality Plan* (JSQP) (See the following for detail)
- Applicable Certifications*

*It is critical these documents are furnished promptly to not delay the start of Subcontractor's Work

Subcontractor and their sub-subcontractors shall provide Shiel Sexton a copy of a written Job Specific Quality Plan (JSQP). This plan must provide responses to the following 11 points below. Subcontractors are responsible for ensuring that their sub-subcontractors each submit a plan individually to Shiel Sexton.

- (1) Does your company have a written quality program? If so, please provide a copy.
- (2) Please describe the methods that will be used to ensure that all Subcontract Documents, Specifications and Drawings are met on this project?
- (3) The name & contact information of the person who is responsible for the day-to-day implementation of this plan and what role this person will play during the project? This person must be on site daily.
- (4) The name & contact info of the person who is corporately (at your office) responsible for quality?
- (5) Please identify how you will control construction and quality documents and who is responsible?
- (6) List the provisions for documented quality inspections. Note the frequency of inspections and the person or persons that will perform the inspections. Please also include the documentation methods for these inspections (i.e. forms, distribution, etc.). Copy Shiel Sexton on all inspections.
- (7) Please describe any unique quality obstacles your organization foresees on this Project. i.e. material storage, complexity, familiarity with a new products or methods, constructability, new supplier or subcontractor, working environment, lighting needs, layout, control lines, etc.
- (8) Please attach copies of all certifications (if required) as described in the specifications (i.e. welding certifications.). Note as "N/A" if not required.
- (9) Please list (if required per Subcontract) the testing agencies you intend to use, credentials, contact information, and how the results will be reported to Shiel Sexton. Note as "N/A" if not required.
- (10) Deviation reporting (quality accidents or mistakes). Please communicate how your company will communicate all Subcontractor's deviations from plans and specifications to Shiel Sexton. Shiel Sexton expects a timely report for all such instances.
- (11) Detail how your company will communicate the quality plan to the field forces.

Line	Act. ID	Activity Name	Dur.	Start	Finish	2020				
						May	June	July	August	September
1 Project Milestones										
2	0011	Bid Date	0d	14May20	14May20	◆ Bid Date				
3	1880	Start Construction	0d	01Jun20	01Jun20	◆ Start Construction				
4	1181	Storrs Hall Complete	0d	07Aug20	07Aug20	◆ Storrs Hall Complete				
5	1183	Reese Hall Complete	0d	25Aug20	25Aug20	◆ Reese Hall Complete				
6	1182	Rowe Hall Complete	0d	27Aug20	27Aug20	◆ Rowe Hall Complete				
7 Construction										
8 Storrs Hall (Base Bid)										
9 Phase I										
10 Floor 1										
11	3720	Install Access Panels	10d	01Jun20	12Jun20	■ Install Access Panels				
12	4410	Low Voltage / Comm Wiring	40d	01Jun20	27Jul20	■ Low Voltage / Comm Wiring				
13 Floor 2										
14	3730	Install Access Panels	10d	01Jun20	12Jun20	■ Install Access Panels				
15	3740	Low Voltage / Comm Wiring	40d	01Jun20	27Jul20	■ Low Voltage / Comm Wiring				
16 Room 130C (New IT Closet)										
17	1221	Owners Personnel Move-Out	1d	28May20	28May20	■ Owners Personnel Move-Out				
18	1270	Remove Existing Equipment	1d	29May20	29May20	■ Remove Existing Equipment				
19	1271	Electrical Make Safe	1d	01Jun20	01Jun20	■ Electrical Make Safe				
20	1290	Demolition and Removal	2d	01Jun20	02Jun20	■ Demolition and Removal				
21	2940	Install New IDU & MEP Connections	10d	02Jun20	15Jun20	■ Install New IDU & MEP Connections				
22	3600	Electrical Rough Ins	10d	02Jun20	15Jun20	■ Electrical Rough Ins				
23	1310	Sawcut & Remove Portion of Exterior CMU Wall for New Door	2d	03Jun20	04Jun20	■ Sawcut & Remove Portion of Exterior CMU Wall for New Door				
24	1313	Hang FRT Plywood	1d	05Jun20	05Jun20	■ Hang FRT Plywood				
25	1320	Install New Door & Frame	2d	08Jun20	09Jun20	■ Install New Door & Frame				
26	3610	Paint	2d	10Jun20	11Jun20	■ Paint				
27	3350	Fire Protection	1d	16Jun20	16Jun20	■ Fire Protection				
28	1590	Install New Lights	1d	16Jun20	16Jun20	■ Install New Lights				
29	3620	Seal Existing Concrete Floor	2d	17Jun20	18Jun20	■ Seal Existing Concrete Floor				
30	3630	Install Rubber Base	1d	19Jun20	19Jun20	■ Install Rubber Base				
31	1580	Install New IT Equipment & Accessories	1d	22Jun20	22Jun20	■ Install New IT Equipment & Accessories				
32	1581	Punch & Final Clean	3d	23Jun20	25Jun20	■ Punch & Final Clean				
33	1890	Owners Personnel Move-In	1d	20Jul20	20Jul20	■ Owners Personnel Move-In				
34 Room 174 (Classroom & IT Closet)										
35	3020	Owners Personnel Move-Out	1d	28May20	28May20	■ Owners Personnel Move-Out				
36	3030	Remove Existing Equipment	1d	29May20	29May20	■ Remove Existing Equipment				
37	3031	Electrical Make Safe	1d	29May20	29May20	■ Electrical Make Safe				
38	3032	Electrical Rough Ins	10d	01Jun20	12Jun20	■ Electrical Rough Ins				
39	3050	Install New IDU & MEP Connections	10d	01Jun20	12Jun20	■ Install New IDU & MEP Connections				
40	3070	Demolition & Removal	3d	01Jun20	03Jun20	■ Demolition & Removal				
41	3450	MEP Above Ceiling Rough Ins	5d	04Jun20	10Jun20	■ MEP Above Ceiling Rough Ins				
42	1610	Frame New Metal Stud Wall	1d	04Jun20	04Jun20	■ Frame New Metal Stud Wall				
43	1620	In Wall MEP Rough Ins	4d	05Jun20	10Jun20	■ In Wall MEP Rough Ins				
44	1630	In Wall Inspections	2d	11Jun20	12Jun20	■ In Wall Inspections				
45	1611	Hang & Finish Drywall	5d	15Jun20	19Jun20	■ Hang & Finish Drywall				
46	1612	Prime & Paint	1d	22Jun20	22Jun20	■ Prime & Paint				
47	3250	Hang FRT Plywood	1d	22Jun20	22Jun20	■ Hang FRT Plywood				
48	3111	Install New ACT Ceiling Grid	3d	23Jun20	25Jun20	■ Install New ACT Ceiling Grid				
49	1621	MEP In Grid	2d	26Jun20	29Jun20	■ MEP In Grid				
50	3360	Fire Protection Modification	2d	26Jun20	29Jun20	■ Fire Protection Modification				
51	3460	Above Ceiling MEP Inspections	2d	30Jun20	01Jul20	■ Above Ceiling MEP Inspections				
52	3640	Install Ceiling Tile	2d	02Jul20	06Jul20	■ Install Ceiling Tile				
53	3110	Install Carpet Tile	2d	07Jul20	08Jul20	■ Install Carpet Tile				
54	3660	Seal Existing Concrete Floor	2d	09Jul20	10Jul20	■ Seal Existing Concrete Floor				



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Line	Act. ID	Activity Name	Dur.	Start	Finish	2020				
						May	June	July	August	September
55	3130	Install New IT Equipment & Accessories	1d	13Jul20	13Jul20			█ Install New IT Equipment & Accessories		
56	3131	Rubber Base	1d	13Jul20	13Jul20			█ Rubber Base		
57	3150	Punch & Final Clean	4d	14Jul20	17Jul20			█ Punch & Final Clean		
58	3160	Owners Personnel Move-In	1d	20Jul20	20Jul20			█ Owners Personnel Move-In		
59	Room 230 (Print Lab & IT Closet)									
60	1920	Owners Personnel Move-Out	1d	28May20	28May20			█ Owners Personnel Move-Out		
61	1330	Remove Existing Equipment	1d	29May20	29May20			█ Remove Existing Equipment		
62	3280	Electrical Make Safe	1d	29May20	29May20			█ Electrical Make Safe		
63	1331	Demolition & Removal	3d	01Jun20	03Jun20			█ Demolition & Removal		
64	1332	Install New IDU & MEP Connections	10d	01Jun20	12Jun20			█ Install New IDU & MEP Connections		
65	1333	Install New ODU 1 & 2 on Roof & MEP Connections	10d	01Jun20	12Jun20			█ Install New ODU 1 & 2 on Roof & MEP Connections		
66	1360	Sawcut & Remove Portions of Existing CMU Walls	1d	01Jun20	01Jun20			█ Sawcut & Remove Portions of Existing CMU Walls		
67	4370	Electrical Rough Ins	14d	15Jun20	02Jul20			█ Electrical Rough Ins		
68	3170	Frame New Metal Stud Wall	2d	06Jul20	07Jul20			█ Frame New Metal Stud Wall		
69	1412	In Wall MEP Rough Ins	2d	08Jul20	09Jul20			█ In Wall MEP Rough Ins		
70	3470	MEP Above Ceiling Rough Ins	2d	08Jul20	09Jul20			█ MEP Above Ceiling Rough Ins		
71	1413	In Wall MEP Inspections	1d	10Jul20	10Jul20			█ In Wall MEP Inspections		
72	3190	Hang & Finish Drywall	7d	13Jul20	21Jul20			█ Hang & Finish Drywall		
73	3200	Prime & Paint	2d	22Jul20	23Jul20			█ Prime & Paint		
74	3240	Hang FRT Plywood	1d	22Jul20	22Jul20			█ Hang FRT Plywood		
75	1411	Install New ACT Ceiling Grid in Lab Area	1d	24Jul20	24Jul20			█ Install New ACT Ceiling Grid in Lab Area		
76	3370	Fire Protection Modification	2d	27Jul20	28Jul20			█ Fire Protection Modification		
77	3670	MEP In Grid	3d	27Jul20	29Jul20			█ MEP In Grid		
78	3480	Above Ceiling MEP Inspections	1d	30Jul20	30Jul20			█ Above Ceiling MEP Inspections		
79	3680	Install Ceiling Tile	1d	31Jul20	31Jul20			█ Install Ceiling Tile		
80	1720	Seal Existing Concrete Floor	1d	03Aug20	03Aug20			█ Seal Existing Concrete Floor		
81	1410	Install New Door	1d	04Aug20	04Aug20			█ Install New Door		
82	1721	Install New Casework / Millwork	2d	04Aug20	05Aug20			█ Install New Casework / Millwork		
83	1730	Install New IT Equipment & Accessories	1d	04Aug20	04Aug20			█ Install New IT Equipment & Accessories		
84	3690	Install Rubber Base	1d	06Aug20	06Aug20			█ Install Rubber Base		
85	1900	Punch & Final Clean	2d	06Aug20	07Aug20			█ Punch & Final Clean		
86	1910	Owners Personnel Move-In	1d	10Aug20	10Aug20			█ Owners Personnel Move-In		
87	Room 274 (Classroom) & 276 (IT Closet)									
88	3810	Owners Personnel Move-Out	1d	28May20	28May20			█ Owners Personnel Move-Out		
89	4040	Remove Existing Equipment	1d	29May20	29May20			█ Remove Existing Equipment		
90	4030	Electrical Make Safe	1d	29May20	29May20			█ Electrical Make Safe		
91	4380	Electrical Rough Ins	10d	01Jun20	12Jun20			█ Electrical Rough Ins		
92	4020	Demolition & Removal	3d	01Jun20	03Jun20			█ Demolition & Removal		
93	4070	Install New IDU & MEP Connections	10d	01Jun20	12Jun20			█ Install New IDU & MEP Connections		
94	4060	Install New ODU 2 on Roof & MEP Connections	10d	01Jun20	12Jun20			█ Install New ODU 2 on Roof & MEP Connections		
95	3890	Frame Metal Stud Wall	2d	04Jun20	05Jun20			█ Frame Metal Stud Wall		
96	3990	In Wall MEP Rough Ins	2d	08Jun20	09Jun20			█ In Wall MEP Rough Ins		
97	3960	MEP Above Ceiling Rough Ins	2d	08Jun20	09Jun20			█ MEP Above Ceiling Rough Ins		
98	3980	In Wall MEP Inspections	2d	10Jun20	11Jun20			█ In Wall MEP Inspections		
99	3970	Hang & Finish Drywall	5d	12Jun20	18Jun20			█ Hang & Finish Drywall		
100	3940	Prime & Paint	1d	19Jun20	19Jun20			█ Prime & Paint		
101	3920	Hang FRT Plywood	1d	19Jun20	19Jun20			█ Hang FRT Plywood		
102	3930	Install New ACT Ceiling Grid in Computer Lab	2d	22Jun20	23Jun20			█ Install New ACT Ceiling Grid in Computer Lab		
103	3910	Fire Protection Modifications	2d	24Jun20	25Jun20			█ Fire Protection Modifications		
104	3860	MEP In Grid	1d	24Jun20	24Jun20			█ MEP In Grid		
105	3840	MEP Above Ceiling Inspections	2d	25Jun20	26Jun20			█ MEP Above Ceiling Inspections		
106	3850	Install Ceiling Tile	2d	29Jun20	30Jun20			█ Install Ceiling Tile		
107	3851	Install Carpet Tile	2d	01Jul20	02Jul20			█ Install Carpet Tile		
108	3900	Seal Existing Concrete Floor	1d	01Jul20	01Jul20			█ Seal Existing Concrete Floor		
109	3820	Install New Casework/Millwork	2d	06Jul20	07Jul20			█ Install New Casework/Millwork		



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Line	Act. ID	Activity Name	Dur.	Start	Finish	2020					
						May	June	July	August	September	
110	3880	Install New IT Equipment & Accessories	1d	06Jul20	06Jul20						■ Install New IT Equipment & Accessories
111	3830	Rubber Base	1d	08Jul20	08Jul20						■ Rubber Base
112	1260	Punch & Final Clean	3d	08Jul20	10Jul20						■ Punch & Final Clean
113	3950	Owners Personnel Move-In	1d	20Jul20	20Jul20						■ Owners Personnel Move-In
114 Phase II											
115 Room 222 (Computer Lab & Office)											
116	1980	Owners Personnel Move-Out	1d	28May20	28May20						■ Owners Personnel Move-Out
117	1490	Remove Existing Equipment	1d	29May20	29May20						■ Remove Existing Equipment
118	1491	Electrical Make Safe	1d	29May20	29May20						■ Electrical Make Safe
119	1500	Demolition & Removal	3d	01Jun20	03Jun20						■ Demolition & Removal
120	1550	Sawcut & Remove Portions of CMU Wall for New HM Windows (Alternates)	3d	01Jun20	03Jun20						■ Sawcut & Remove Portions of CMU Wall for New HM Windows (Alternates)
121	4390	Electrical Rough Ins	10d	01Jun20	12Jun20						■ Electrical Rough Ins
122	1560	Install HM Windows (Alternate)	1d	04Jun20	04Jun20						■ Install HM Windows (Alternate)
123	1851	Frame Metal Stud Wall	1d	04Jun20	04Jun20						■ Frame Metal Stud Wall
124	1852	In Wall MEP Rough Ins	1d	05Jun20	05Jun20						■ In Wall MEP Rough Ins
125	3510	MEP Above Ceiling Rough Ins	2d	05Jun20	08Jun20						■ MEP Above Ceiling Rough Ins
126	1853	In Wall MEP Inspections	1d	08Jun20	08Jun20						■ In Wall MEP Inspections
127	1861	Hang & Finish Drywall	4d	09Jun20	12Jun20						■ Hang & Finish Drywall
128	1871	Prime & Paint	1d	15Jun20	15Jun20						■ Prime & Paint
129	3270	Hang FRT Plywood	1d	15Jun20	15Jun20						■ Hang FRT Plywood
130	1830	Install New ACT Ceiling Grid in Computer Lab	1d	16Jun20	16Jun20						■ Install New ACT Ceiling Grid in Computer Lab
131	3390	Fire Protection Modifications	1d	17Jun20	17Jun20						■ Fire Protection Modifications
132	3800	MEP In Grid	1d	17Jun20	17Jun20						■ MEP In Grid
133	3790	MEP Above Ceiling Inspections	1d	18Jun20	18Jun20						■ MEP Above Ceiling Inspections
134	3780	Install Ceiling Tile	1d	19Jun20	19Jun20						■ Install Ceiling Tile
135	1850	Seal Existing Concrete Floor	1d	22Jun20	22Jun20						■ Seal Existing Concrete Floor
136	1860	Install New IT Equipment & Accessories	1d	23Jun20	23Jun20						■ Install New IT Equipment & Accessories
137	1870	Install New Casework/Millwork	1d	23Jun20	23Jun20						■ Install New Casework/Millwork
138	3770	Rubber Base	1d	24Jun20	24Jun20						■ Rubber Base
139	1960	Punch & Final Clean	2d	24Jun20	25Jun20						■ Punch & Final Clean
140	1970	Owners Personnel Move-In	1d	26Jun20	26Jun20						■ Owners Personnel Move-In
141 Rowe Hall (Alt. 1)											
142 Phase I											
143 1st Floor Alt 1B											
144	4440	Low Voltage / Comm Wiring	38d	07Jul20	27Aug20						■ Low Voltage / Comm Wiring
145	4460	Install Access Panels	5d	07Jul20	13Jul20						■ Install Access Panels
146 2nd Floor Alt 1B											
147	4431	Install Access Panels	5d	07Jul20	13Jul20						■ Install Access Panels
148	4450	Low Voltage / Comm Wiring	38d	07Jul20	27Aug20						■ Low Voltage / Comm Wiring
149 1st & 2nd Floor Electrical - Alt 1B											
150	4360	New Electrical Panels, Transformer & Rough Ins	38d	07Jul20	27Aug20						■ New Electrical Panels, Transformer & Rough Ins
151 Room 215 (Office) & 217 (IT Closet)- Alt 1A											
152	2020	Owners Personnel Move-Out	1d	28May20	28May20						■ Owners Personnel Move-Out
153	4080	Remove Existing Equipment	1d	29May20	29May20						■ Remove Existing Equipment
154	4090	Electrical Make Safe	1d	29May20	29May20						■ Electrical Make Safe
155	4100	Electrical Rough Ins	10d	01Jun20	12Jun20						■ Electrical Rough Ins
156	4110	Install New IDU & MEP Connections	10d	01Jun20	12Jun20						■ Install New IDU & MEP Connections
157	4120	Demolition & Removal	3d	01Jun20	03Jun20						■ Demolition & Removal
158	4170	Frame New Metal Stud Wall	1d	04Jun20	04Jun20						■ Frame New Metal Stud Wall
159	4130	MEP Above Ceiling Rough Ins	5d	04Jun20	10Jun20						■ MEP Above Ceiling Rough Ins
160	4180	In Wall MEP Rough Ins	4d	05Jun20	10Jun20						■ In Wall MEP Rough Ins
161	4200	Hang & Finish Drywall	5d	11Jun20	17Jun20						■ Hang & Finish Drywall
162	4140	Above Ceiling MEP Inspections	2d	11Jun20	12Jun20						■ Above Ceiling MEP Inspections
163	4230	Install Ceiling Tile	2d	15Jun20	16Jun20						■ Install Ceiling Tile
164	4260	Seal Existing Concrete Floor	2d	15Jun20	16Jun20						■ Seal Existing Concrete Floor



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Line	Act. ID	Activity Name	Dur.	Start	Finish	2020				
						May	June	July	August	September
165	4261	Rubber Base	1d	17Jun20	17Jun20			█ Rubber Base		
166	4210	Prime & Paint	1d	18Jun20	18Jun20			█ Prime & Paint		
167	4250	Hang FRT Plywood	1d	18Jun20	18Jun20			█ Hang FRT Plywood		
168	4160	Install New ACT Ceiling Grid	3d	19Jun20	23Jun20			█ Install New ACT Ceiling Grid		
169	4270	Install New IT Equipment & Accessories	1d	19Jun20	19Jun20			█ Install New IT Equipment & Accessories		
170	4280	Punch & Final Clean	4d	22Jun20	25Jun20			█ Punch & Final Clean		
171	4240	Fire Protection Modification	2d	24Jun20	25Jun20			█ Fire Protection Modification		
172	4161	MEP In Grid	2d	24Jun20	25Jun20			█ MEP In Grid		
173	4190	In Wall Inspections	2d	26Jun20	29Jun20			█ In Wall Inspections		
174	4290	Owners Personnel Move-In	1d	26Jun20	26Jun20			█ Owners Personnel Move-In		
175	Reese Hall - Alt 2A/2B									
176	Phase I									
177	Ground Floor									
178	3760	Install Access Panels	1d	01Jun20	01Jun20			█ Install Access Panels		
179	4470	Low Voltage / Comm Wiring	15d	01Jun20	19Jun20			█ Low Voltage / Comm Wiring		
180	Floor 1									
181	0081	Low Voltage / Comm Wiring	15d	08Jun20	26Jun20			█ Low Voltage / Comm Wiring		
182	Floor 2									
183	0082	Low Voltage / Comm Wiring	15d	15Jun20	06Jul20			█ Low Voltage / Comm Wiring		
184	Floor 3									
185	0083	Low Voltage / Comm Wiring	15d	22Jun20	13Jul20			█ Low Voltage / Comm Wiring		
186	Floor 4									
187	0084	Low Voltage / Comm Wiring	15d	29Jun20	20Jul20			█ Low Voltage / Comm Wiring		
188	Floor 5									
189	0095	Low Voltage / Comm Wiring	15d	07Jul20	27Jul20			█ Low Voltage / Comm Wiring		
190	Room 116 (Breakroom, IT Closet & Electrical Closet)									
191	2060	Owner Personnel Move-Out	1d	28May20	28May20			█ Owner Personnel Move-Out		
192	2070	Remove Existing Equipment	1d	29May20	29May20			█ Remove Existing Equipment		
193	2071	Electrical Make Safe	1d	01Jun20	01Jun20			█ Electrical Make Safe		
194	2090	Demolition & Removal	3d	02Jun20	04Jun20			█ Demolition & Removal		
195	2950	Install New IDU & MEP Connections	10d	02Jun20	15Jun20			█ Install New IDU & MEP Connections		
196	4400	Electrical Rough Ins	10d	15Jun20	26Jun20			█ Electrical Rough Ins		
197	2781	Metal Stud Wall	1d	29Jun20	29Jun20			█ Metal Stud Wall		
198	3530	MEP Above Ceiling Rough Ins	3d	30Jun20	02Jul20			█ MEP Above Ceiling Rough Ins		
199	4300	In Wall MEP Rough Ins	2d	30Jun20	01Jul20			█ In Wall MEP Rough Ins		
200	4310	In Wall MEP Inspections	2d	02Jul20	06Jul20			█ In Wall MEP Inspections		
201	2791	Hang & Finish Drywall	4d	07Jul20	10Jul20			█ Hang & Finish Drywall		
202	2801	Prime & Paint	1d	13Jul20	13Jul20			█ Prime & Paint		
203	2811	Hang FRT Plywood	1d	13Jul20	13Jul20			█ Hang FRT Plywood		
204	2200	Install New ACT Ceiling Grid in Break Room	1d	14Jul20	14Jul20			█ Install New ACT Ceiling Grid in Break Room		
205	2201	MEP In Grid	1d	15Jul20	15Jul20			█ MEP In Grid		
206	3540	Above Ceiling MEP Inspections	1d	16Jul20	16Jul20			█ Above Ceiling MEP Inspections		
207	3400	Fire Protection Modification	1d	16Jul20	16Jul20			█ Fire Protection Modification		
208	2241	Ceiling Tile	1d	17Jul20	17Jul20			█ Ceiling Tile		
209	2220	Seal Existing Concrete	1d	20Jul20	20Jul20			█ Seal Existing Concrete		
210	2730	Install New Casework / Cabinets / Shelving	2d	21Jul20	22Jul20			█ Install New Casework / Cabinets / Shelving		
211	3010	Install New Sink	1d	21Jul20	21Jul20			█ Install New Sink		
212	2792	Rubber Base	1d	23Jul20	23Jul20			█ Rubber Base		
213	2230	Install New IT Equipment & Accessories	1d	23Jul20	23Jul20			█ Install New IT Equipment & Accessories		
214	2240	Punch & Final Clean	2d	23Jul20	24Jul20			█ Punch & Final Clean		
215	2250	Owners Personnel Move-In	1d	27Jul20	27Jul20			█ Owners Personnel Move-In		
216	Room 226 & 227 (Converts to Single Room - 226 IT Closet)									
217	2270	Owner Personnel Move-Out	1d	28May20	28May20			█ Owner Personnel Move-Out		
218	2280	Remove Existing Equipment	1d	29May20	29May20			█ Remove Existing Equipment		
219	2281	Electrical Make Safe	1d	29May20	29May20			█ Electrical Make Safe		



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Line	Act. ID	Activity Name	Dur.	Start	Finish	2020					
						May	June	July	August	September	
220	2300	Demolition & Removal	2d	01Jun20	02Jun20		■ Demolition & Removal				
221	2980	Install New IDU & MEP Connections (Room 226)	10d	01Jun20	12Jun20		■ Install New IDU & MEP Connections (Room 226)				
222	2350	Install New Lights	1d	03Jun20	03Jun20		■ Install New Lights				
223	3410	Fire Protection	1d	03Jun20	03Jun20		■ Fire Protection				
224	2360	Seal Existing Concrete Floor	1d	04Jun20	04Jun20		■ Seal Existing Concrete Floor				
225	2370	Install New IT Equipment & Accessories	1d	05Jun20	05Jun20		■ Install New IT Equipment & Accessories				
226	2380	Punch & Final Clean	3d	15Jun20	17Jun20		■ Punch & Final Clean				
227	2390	Owners Personnel Move-In	1d	20Jul20	20Jul20				■ Owners Personnel Move-In		
228	Phase II										
229	Room 335 (Storage & IT Closet)										
230	2410	Owner Personnel Move-Out	1d	27Jul20	27Jul20				■ Owner Personnel Move-Out		
231	2420	Remove Existing Equipment	1d	28Jul20	28Jul20				■ Remove Existing Equipment		
232	2421	Electrical Make Safe	1d	28Jul20	28Jul20				■ Electrical Make Safe		
233	2440	Demolition & Removal	3d	29Jul20	31Jul20				■ Demolition & Removal		
234	2970	Install New IDU & MEP Connections	10d	29Jul20	11Aug20				■ Install New IDU & MEP Connections		
235	3550	MEP Above Ceiling Rough Ins	2d	03Aug20	04Aug20				■ MEP Above Ceiling Rough Ins		
236	2480	Install New ACT Ceiling Grid	2d	05Aug20	06Aug20				■ Install New ACT Ceiling Grid		
237	4340	MEP In Grid	2d	07Aug20	10Aug20				■ MEP In Grid		
238	3420	Fire Protection Modification	1d	07Aug20	07Aug20				■ Fire Protection Modification		
239	3560	Above Ceiling MEP Inspections	2d	11Aug20	12Aug20				■ Above Ceiling MEP Inspections		
240	4330	Ceiling Tile	2d	13Aug20	14Aug20				■ Ceiling Tile		
241	2500	Seal Existing Concrete Floor	1d	17Aug20	17Aug20				■ Seal Existing Concrete Floor		
242	4320	Rubber Base	1d	18Aug20	18Aug20				■ Rubber Base		
243	2510	Install New IT Equipment & Accessories	2d	18Aug20	19Aug20				■ Install New IT Equipment & Accessories		
244	2520	Punch & Final Clean	4d	20Aug20	25Aug20				■ Punch & Final Clean		
245	2530	Owners Personnel Move-In	1d	26Aug20	26Aug20				■ Owners Personnel Move-In		
246	Room 402 & 424 (Breakroom & IT Closet)										
247	2570	Owner Personnel Move-Out	1d	27Jul20	27Jul20				■ Owner Personnel Move-Out		
248	2580	Remove Existing Equipment	1d	28Jul20	28Jul20				■ Remove Existing Equipment		
249	2581	Electrical Make Safe	1d	28Jul20	28Jul20				■ Electrical Make Safe		
250	2590	Demolition & Removal	2d	29Jul20	30Jul20				■ Demolition & Removal		
251	2990	Install New IDU & MEP Connections	10d	29Jul20	11Aug20				■ Install New IDU & MEP Connections		
252	3330	Install ODU 1 & 2 on Roof & MEP Connections	10d	29Jul20	11Aug20				■ Install ODU 1 & 2 on Roof & MEP Connections		
253	2771	Metal Stud Wall	1d	31Jul20	31Jul20				■ Metal Stud Wall		
254	2773	In Wall MEP Rough Ins	1d	03Aug20	03Aug20				■ In Wall MEP Rough Ins		
255	3570	MEP Above Ceiling Rough Ins	3d	03Aug20	05Aug20				■ MEP Above Ceiling Rough Ins		
256	2772	In Wall Inspections	1d	04Aug20	04Aug20				■ In Wall Inspections		
257	3300	Hang & Finish Drywall	4d	05Aug20	10Aug20				■ Hang & Finish Drywall		
258	3310	Prime & Paint	1d	11Aug20	11Aug20				■ Prime & Paint		
259	3320	Hang FRT Plywood	1d	11Aug20	11Aug20				■ Hang FRT Plywood		
260	2660	Install New Ceiling Grid in Office	1d	12Aug20	12Aug20				■ Install New Ceiling Grid in Office		
261	3590	MEP In Grid	1d	13Aug20	13Aug20				■ MEP In Grid		
262	3430	Fire Protection	1d	14Aug20	14Aug20				■ Fire Protection		
263	3580	Above Ceiling MEP Inspections	1d	14Aug20	14Aug20				■ Above Ceiling MEP Inspections		
264	3001	Ceiling Tile	2d	17Aug20	18Aug20				■ Ceiling Tile		
265	2680	Seal Existing Concrete Floor	1d	19Aug20	19Aug20				■ Seal Existing Concrete Floor		
266	2770	Install New Casework / Cabinets / Shelving	2d	20Aug20	21Aug20				■ Install New Casework / Cabinets / Shelving		
267	3000	Install New Sink	1d	20Aug20	20Aug20				■ Install New Sink		
268	2681	Rubber Base	1d	24Aug20	24Aug20				■ Rubber Base		
269	2690	Install New IT Equipment & Accessories	1d	24Aug20	24Aug20				■ Install New IT Equipment & Accessories		
270	2700	Punch & Final Clean	2d	24Aug20	25Aug20				■ Punch & Final Clean		
271	3340	Owners Personnel Move-In	1d	26Aug20	26Aug20				■ Owners Personnel Move-In		

Milestone Appearances
 ◆ Diamond



UNCC IT Upgrade

Project Schedule

Run Date: 5/1/2020
 Progress Date: 2/3/2020



SHIEL SEXTON

UNC Charlotte IT Infrastructure Upgrades Addendum #4

General Questions and Clarifications:

1. Question: In each of the Symbol Details on sheet TC0.01 for the WAPs and Network Outlets there is a 5" square box called out. We are not sure what box this is specifically and if it is a box specific to Siemon, we may not be able to purchase this. May need to be moved to the IT scope.

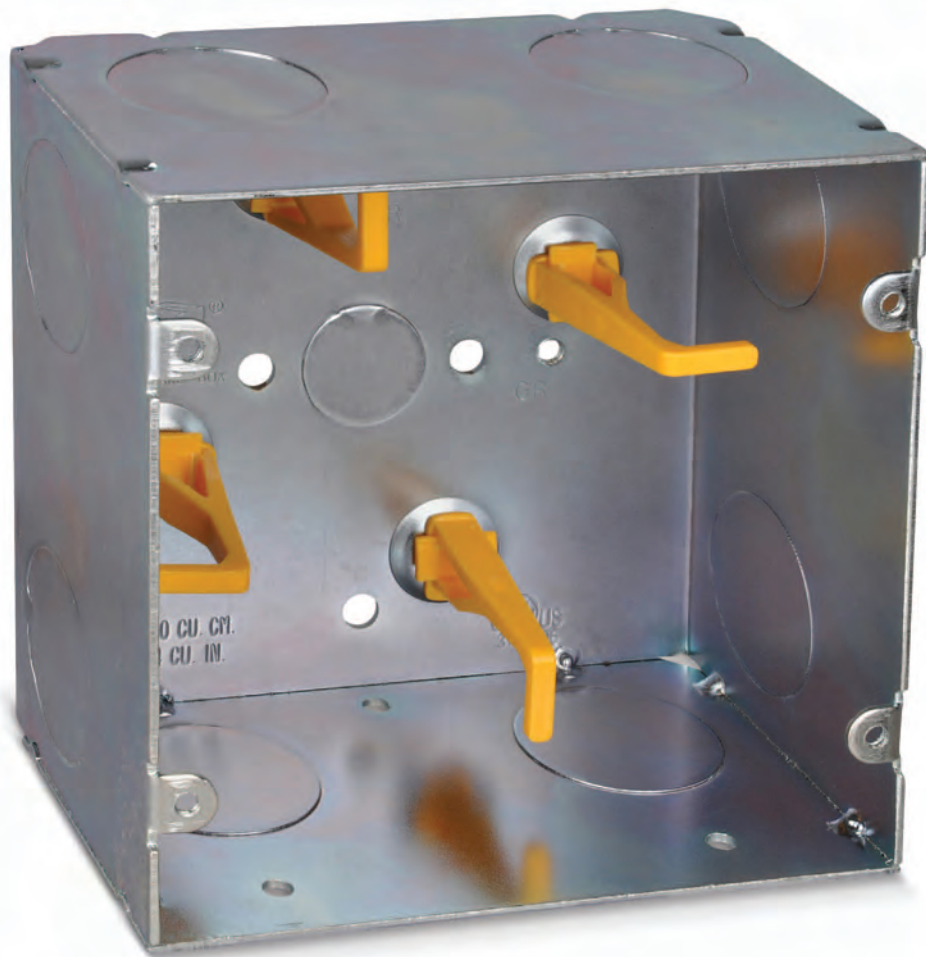
Answer: This box is manufactured by many including Steel City (See attached).

2. Ladder rack - in each of the IT closets, there is ladder rack that needs to be provided and installed above the server racks. Our IT Project Manager said that they normally provide and install that due to configuration of room and need to have it installed the way they want it. Just wanted to see if this would be preferable to us providing and installing.

Answer: Yes the Telecommunications contractor will provide Ladder Cable Tray in MDF/IDF rooms. That is the intent, but incorrectly noted on drawing TC0.01.

It's time for
an upgrade

Steel City® | 5 SQUARE® Boxes



Introducing 5 SQUARE[®] Boxes

Install Peace of Mind.

When hospitals, universities and government agencies require outlet boxes to increase safety, ensure minimum bend radius requirements and provide significant labor savings, they specify 5 SQUARE[®] Telecommunication and Fire Signal Boxes.

Create a robust and unrivaled infrastructure for the life of the facility — it's time for an upgrade to 5 SQUARE[®] Boxes.

Increase capacity.

5 SQUARE® boxes offer more than double the cubic-inch capacity of a standard 4"-square deep box, making it faster and easier to route wiring and make terminations in the box.

Save labor.

Turn a two-man job into a one-man job by storing the slack cable loop in the box for easy access by a single technician when terminating communications cables.

Reduce troubleshooting.

The extra room in the 5 SQUARE® box dramatically reduces the likelihood of ground faults and short circuits when installing large fire alarm devices.

Break out of the box.

Electricians have long struggled with small, cramped 4" square boxes and the time it takes to get a wiring job done using them. But Thomas & Betts provides solutions that give you the space you've always needed; solutions that enable you to break out of the standard box.

Create a robust, cost-effective infrastructure for the life of facility.

5 SQUARE® Boxes (5" x 5" x 2.875") provide up to 88 cu. in. of interior volume — more than double the volume of a 4"-square deep box. The increased size of 5 SQUARE® Fire Signal Boxes helps eliminate ground faults and short circuits, and 5 SQUARE® Telecommunication Boxes guarantee minimum bend radius, now and for future transmission rate increases over both copper and fiber optic cable.

What's more, 5 SQUARE® Boxes save money — and lots of it. In commercial construction, labor cost is the single largest expense for an electrical contractor. Our 5 SQUARE® Boxes can save contractors up to 50% in labor costs. By storing the recommended slack loop of communications cabling in the box instead of in a closet or drop ceiling, terminating cables at the box becomes a job for a single technician rather than requiring a second technician to assist in pulling cables out the box for termination and then back into the conduit upon completion. This becomes even more critical in health care facilities, where opening ceilings is strongly discouraged due to contamination.

In addition, our 5 SQUARE® Boxes provide equipment savings. Compared to standard electrical boxes, the larger size of 5 SQUARE® Boxes enables more circuits and zones to be pulled through, which potentially reduces conduit and installation costs.



Telecommunication Boxes

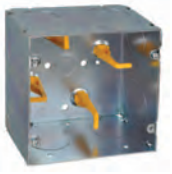
No more getting bent out of shape worrying about cable bend radius.

With its increased size over standard boxes — and a slack cable/service loop in the box — a 5 SQUARE® Telecommunication Box incorporates a cable management system guaranteeing minimum bend radius now and for future transmission rate increases.

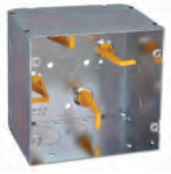
A 5 SQUARE® Telecommunication Box supports copper CAT5e, CAT6, CAT6A, CAT7, CAT7A and fiber optic cables as well as expected future generations of cables. The slack cable/service loop in the box reduces labor during installation as well as during maintenance, which further increases cost savings.

- Integrated cable management posts prevent kinked and over-bent cables to help ensure proper data transmission
- BICSI-recommended slack cable loop eliminates the need for a second technician in a remote location to assist in pulling the cable out of the box for connector termination
- Save up to 50% in labor
- Eliminate the need to remove ceiling tiles to access the slack cable loop, preventing damage and debris

5 SQUARE® Telecommunication Boxes



82181T-1-114



82181T-1234-1



82181T-1



82181T-1-114-CV



82181T-1234-1-CV



82181T-1-CV

5 SQUARE® Telecommunication Boxes

Cat. Number	Bracket	Knockouts	Std. Ctn.
<i>2 7/8" Deep, 64 Cubic Inches, Cable Management Posts</i>			
82181T-1-114	—	Four Sides: (1) 1" and (1) 1 1/4"; Back: (1) 1/2"	20
82181T-1234-1	—	Four Sides: (1) 1/2", (1) 3/4" and (1) 1"; Back: (1) 1/2"	20
82181T-1	—	Four Sides: (2) 1"; Back: (1) 1/2"	20
82181T-1-114-CV	CV	Three Sides: (1) 1" and (1) 1 1/4"; Back: (1) 1/2"	20
82181T-1234-1-CV	CV	Three Sides: (1) 1/2", (1) 3/4" and (1) 1"; Back: (1) 1/2"	20
82181T-1-CV	CV	Three Sides: (2) 1"; Back: (1) 1/2"	20

NOTE: Use on Class 2 and Class 3 remote control, signaling and power-limited circuits only.

5 SQUARE® Device Rings



82C-1G-0



82C-1G-1/4



82C-1G-1/2



82C-1G-5/8



82C-1G-3/4



82C-1G-1



82C-1G-1-1/4



82C-1G-1-1/2



82C-1G-2



82C-2G-0



82C-2G-1/4



82C-2G-1/2



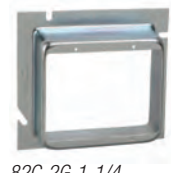
82C-2G-5/8



82C-2G-3/4



82C-2G-1



82C-2G-1-1/4



82C-2G-1-1/2



82C-2G-2

5 SQUARE® Device Rings

Cat. Number	Raised	Cubic Inches	Std. Ctn.	Cat. Number	Raised	Cubic Inches	Std. Ctn.
Single Gang				Double Gang			
82C-1G-0	Flat	—	20	82C-2G-0	Flat	—	20
82C-1G-1/4	1/4"	1.5	20	82C-2G-1/4	1/4"	3.0	20
82C-1G-1/2	1/2"	3.5	20	82C-2G-1/2	1/2"	6.3	20
82C-1G-5/8	5/8"	4.3	20	82C-2G-5/8	5/8"	7.8	20
82C-1G-3/4	3/4"	5.3	20	82C-2G-3/4	3/4"	9.5	20
82C-1G-1	1"	6.8	10	82C-2G-1	1"	12.8	10
82C-1G-1-1/4	1 1/4"	8.5	10	82C-2G-1-1/4	1 1/4"	17.0	10
82C-1G-1-1/2	1 1/2"	10.5	10	82C-2G-1-1/2	1 1/2"	20.0	10
82C-1G-2	2"	14.0	10	82C-2G-2	2"	26.0	10



Fire Signal Boxes

All signals point to increased safety and savings.

Ground faults and short circuits in fire alarm systems often stem from the use of a standard electrical box and can lead to severe consequences. Avoid this hazard with a 5 SQUARE® Fire Signal Box (5" x 5" x 2.875"). Its increased size and space added around the perimeter of an appliance helps to prevent ground faults and short circuits.

A 5 SQUARE® Fire Signal Box also dramatically reduces stress on terminals, resulting in fewer damaged appliances. In addition, a major fire signal manufacturer allows a full complement of conductors to be routed in the box per NEC® Table 314.16(B). This allows additional circuits and zones to be pulled through the 5 SQUARE® Fire Signal Box, potentially reducing conduit. On a large construction project, these savings can really add up!

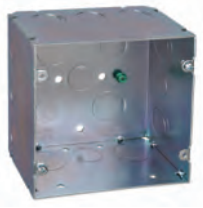
NEC and National Electric Code are registered trademarks of the National Fire Protection Association, Inc.

- Twice the volume as standard electrical boxes
- Save on labor, increase profits
- Eliminate troubleshooting time and costs
- Fully upgradeable system
- Available in red powder-coat finish or zinc-galvanized

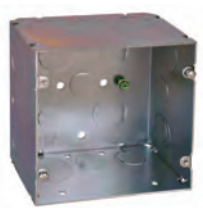
5 SQUARE® Fire Signal Boxes



82181-12-1



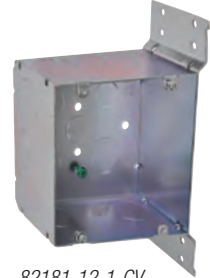
82181-1234



82181-1234-1



82181-1234-RD



82181-12-1-CV



82181-1234-CV



82181-1234-1-CV



82181-1234-CVRD

5 SQUARE® Fire Signal Boxes

Cat. Number	Bracket	Knockouts	Red	Std. Ctn.
<i>2⁷/₈" Deep, 67 Cubic Inches</i>				
82181-12-1	—	Four Sides: (1) ½" and (2) 1"; Back: (3) ½" and (2) ¾"	—	20
82181-1234	—	Four Sides: (1) ½" and (2) ½"/¾"; Back: (3) ½" and (2) ½"/¾"	—	20
82181-1234-1	—	Four Sides: (1) ½", (1) ½"/¾" and (1) 1"; Back: (3) ½" and (2) ¾"	—	20
82181-1234-RD	—	Four Sides: (1) ½" and (2) ½"/¾"; Back: (3) ½" and (2) ½"/¾"	Yes	20
82181-12-1-CV	CV	Three Sides: (1) ½" and (2) 1" Back: (3) ½" and (2) ¾"	—	20
82181-1234-CV	CV	Three Sides: (1) ½" and (2) ½"/¾"; Back: (3) ½" and (2) ½"/¾"	—	20
82181-1234-1-CV	CV	Three Sides: (1) ½", (1) ½"/¾" and (1) 1"; Back: (3) ½" and (2) ¾"	—	20
82181-1234-CVRD	CV	Three Sides: (1) ½", (1) ½"/¾" and (1) 1"; Back: (3) ½" and (2) ¾"	Yes	20

5 SQUARE® to 4" Square Box Adapters



82-52E-0



82-52E-1/4



82-52E-1/2



82-52E-5/8



82-52E-3/4



82-52E-1



82-52E-1-1/4



82-52E-1-1/2

5 SQUARE® to 4" Square Box Adapters

Cat. Number	Raised	Cubic Inches	Std. Ctn.
82-52E-0	Flat	—	20
82-52E-1/4	¼"	3.5	20
82-52E-1/2	½"	7.2	20
82-52E-5/8	⅝"	9.1	20
82-52E-3/4	¾"	10.8	20
82-52E-1	1"	14.7	10
82-52E-1-1/4	1¼"	18.0	10
82-52E-1-1/2	1½"	21.0	10



82C-1



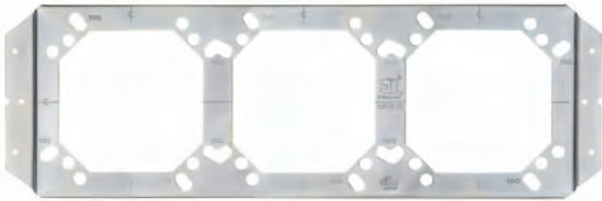
82C-1-RD

5 SQUARE® Blank Covers

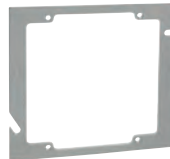
5 SQUARE® Blank Covers

Cat. Number	Red	Std. Ctn.
82C-1	—	20
82C-1-RD	Yes	20

5 SQUARE® Box Accessories



H16S-82-3



82-72E-0



FSS-82



H24S-82-4

5 SQUARE® Box Accessories

Cat. Number	Description	Std. Ctn.
H16S-82-3	Support Bracket for 5 SQUARE®, 4" Square and 4 ¹ / ₁₆ " Boxes; 16" Stud Centers	20
H24S-82-4	Support Bracket for 5 SQUARE®, 4" Square and 4 ¹ / ₁₆ " Boxes; 24" Stud Centers	20
FSS-82	Far-Side Support	20
82-72E-0	5 SQUARE® to 4 ¹ / ₁₆ " Adapter Ring, Flat, Accepts 4 ¹ / ₁₆ " Device Rings	20

NOTE: 5 Square is a registered trademark of Randl Industries, Inc.

www.tnb.com

Thomas & Betts

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