

SUBCONTRACT

No. {Contracts.ContractNumber}

THIS SUBCONTRACT, made and entered into by and between Rushforth Construction Co., Inc. 6021 12th Street East, #100, Tacoma, WA 98424-1399, hereinafter called the Contractor, and {Company.Name}, {Addresses.DisplayAddress} - {ToContact.Tel} hereinafter called the Subcontractor, WITNESSETH:

The Contractor, subject to the other terms of this Subcontract, and for the full, complete and faithful performance of this Subcontract, agrees to pay the Subcontractor: **A Lump Sum in the amount of {Contracts.OrigValue} or A not to exceed amount of {Contracts.OrigValue} "NumToText" {Contracts.OrigValue} "Currency") based on unit prices set forth in the scope of the work.**

In consideration therefor, the Subcontractor agrees as follows:

1. To furnish and perform all work as described in Paragraph 3 hereof, for the construction of (Project, Title & Location): {Projects.Name}, {Projects.Address} hereinafter called Project, for {LegalDocInfo.Owner}, {LegalDocInfo.OwnerAddr1}, {LegalDocInfo.OwnerAddr2}, hereinafter called OWNER, in strict accordance with the Main Contract dated the {LegalDocInfo.ContractDate}, between the Owner and the Contractor, all to the complete satisfaction of the Contractor, the Owner and the representative of the Owner authorized to interpret and judge the performance of the aforesaid contract and named herein as the architect, engineer, contracting officer or otherwise, which representative shall hereinafter be designated the Owner's authorized agent; and all of which shall be done timely, faithfully and in strict compliance with this Subcontract Agreement and the General, Supplementary and Special Conditions of the Main Contract, and in accordance with the drawings and specifications and addenda numbers {Contracts.Addenda} for said construction prepared by: {LegalDocInfo.ArchName}, {LegalDocInfo.ArchAddr1}, {LegalDocInfo.ArchAddr2} hereinafter called Engineers and/or Architects, all of which documents in their ENTIRETY are hereinafter referred to as the Main Contract and have been made and remain available to the Subcontractor. By executing this Subcontract, Subcontractor acknowledges that it has had the opportunity to review the Main Contract.
2. To be bound by all laws, government regulations, and orders, and all provisions of the Main Contract, which provisions are incorporated by reference, and to be bound by the provisions included herein and all attachments to this Subcontract. Each and every provision of law and clause required by law to be inserted in this Subcontract shall be deemed to be inserted herein and this Subcontract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Subcontract shall forthwith be physically amended to make such insertion or correction.
3. To provide all necessary supervision, management, services, engineering, testing, materials, labor, supplies, equipment, plant sundries, appurtenances and/or any other act or necessary thing required to diligently and fully perform and complete all work required to complete the Project, in strict accordance with the Contract Documents, project specifications, and Addendum No. {Contracts.Addenda}. (Continued on Attachment A to this Subcontract, and by this reference made a part hereof.)
Scope of work includes, but is not limited to the following: {Contracts.ScopeOfWork}. See Attachment I for inclusions and exclusions to this subcontract.
4. To complete all work required by this Subcontract in accordance with the Contractor's schedule and any and all changes made to Contractor's schedule as allowed for under Paragraph (C) of the Subcontract General Conditions.
5. To provide, if requested by Contractor, performance and payment bonds as required by Paragraph (O) of the Subcontract General Conditions.
6. To provide evidence of adequate insurance as required by Paragraphs (P) and (Q) of the Subcontract General Conditions and Attachment B to this Subcontract.
7. To provide Submittals and/or Shop Drawings (six copies) as required by the specifications or required to properly execute the work to be submitted by {Contracts.Udf_Submittal_Req_Date}.
8. Subcontractor understands that all invoices must be submitted to the Contractor by the 25th day of the month to be included in that month's billing to the Owner. And, in addition, invoices not accompanied by a completed and notarized Partial and/or Final Waiver Of Lien, attached hereto as Attachments D and E, will be returned to Subcontractor.
9. Subcontractor must require all his or her employees to review subcontractor's Accident Prevention plan and Site Specific Safety Plan prior to coming onto the worksite, and to abide by all federal, state, and jobsite safety regulations while they are at a jobsite. If Subcontractor is found by Contractor or any government inspector to be in non-compliance with any of the above safety regulations, Subcontractor must take immediate steps to correct such non-compliance. If such steps are not taken, Contractor will stop all payments to Subcontractor and suspend all Subcontractor's work under this Subcontract until compliance is achieved and/or may "take over" this Subcontract per Paragraph (J). Contractor and Subcontractor recognize their duties, responsibilities

and obligations to provide a safe and healthy jobsite inclusive of all common work areas. In recognition of the foregoing, and in order to promote worker safety, it is agreed that Subcontractor and Subcontractor's lower tier subcontractors and suppliers will comply with and satisfy all safety obligations and requirements as set forth in Attachment F and Contractor's Drug Policy as set forth in Attachment H. Prior to commencing work on a Project, and **as a condition precedent to receipt of its first progress payment, Subcontractor will provide a Project Specific written safety plan with Job Hazard Analysis to Contractor per attachment F of this Subcontract.**

10. By executing this Subcontract, Subcontractor acknowledges that it is licensed to do business in the State of Washington. Further, Subcontractor agrees to be responsible for any and all monetary damages incurred by Contractor and/or Owner as a result of:
 - (a) Subcontractor performing work as described in this Subcontract without valid business and contractor's licenses;
 - (b) Subcontractor failing to complete the work as described in this Subcontract without valid business and contractor's licenses; and/or
 - (c) Subcontractor providing false or inaccurate license information.
11. Each person or entity executing this Subcontract represents that he or she is fully authorized to execute and deliver this Subcontract on behalf of such person or entity.

IN WITNESS WHEREOF the Contractor and Subcontractor have executed this Subcontract, effective as of {Contracts.ContractDate}.

Dated

Rushforth Construction Co., Inc.

General Contractor

By:

Authorized Signature
{Contracts.FromSignedByTitle}

Title
{Contracts.FromSignedBy}

Printed name

Contractor's Registration No. RUSHFC*305R1

Dated

{Company.Name}

Subcontractor

By:

Authorized Signature
{Contracts.ToSignedByTitle}

Title
{Contracts.ToSignedBy}

Printed name

Subcontractor's Registration No.

Subcontractor's Federal ID No.

State Industrial Insurance Acct. No.

State Employment Security Acct No.

State UBI No.

SUBCONTRACTOR GENERAL CONDITIONS

(A) OBLIGATIONS AND RESPONSIBILITIES

The term "CONTRACT" or "MAIN CONTRACT" as used herein refers to the CONTRACT between the OWNER and the CONTRACTOR for construction of the project.

The term "CONTRACT DOCUMENTS" as used herein refers to the "CONTRACT" between the OWNER and the CONTRACTOR, together with all plans, drawings, specifications, including the general conditions, supplementary general conditions, special conditions, addenda, amendments, and/or instructions of like effect issued by or on behalf of the OWNER; together with any and all other documents or instruments referred to in the aforementioned "CONTRACT" and "CONTRACT DOCUMENTS" and/or as identified by the OWNER'S authorized agent.

The term "SUBCONTRACT" as used herein refers to the SUBCONTRACT and the Subcontract General Conditions together with any exhibits, attachments, or addenda incorporated herein, and/or referenced to herein; and in addition any supplementary agreements made and entered into by the parties hereto subsequent to the date of the execution of this SUBCONTRACT.

The term "SUBCONTRACT DOCUMENTS" as used herein refers jointly and/or severally to the aforesaid "CONTRACT," "CONTRACT DOCUMENTS" and "SUBCONTRACT"; together with any and all alternate proposals which may be executed or incorporated in the SUBCONTRACT, all CONTRACT change orders issued by the OWNER subsequent to the bidding and identified specifically in the SUBCONTRACT; and all written instructions, notices, directives, job schedules, and/or other written instruments, provided that such written documents are specifically referenced to this subcontract.

The SUBCONTRACTOR is bound to the CONTRACTOR by the same terms and conditions by which the CONTRACTOR is bound to the OWNER under the CONTRACT. The CONTRACT DOCUMENTS, as defined in the CONTRACT, are incorporated herein by reference. The SUBCONTRACTOR undertakes to perform all the duties and obligations of the CONTRACTOR under the CONTRACT DOCUMENTS, insofar as said duties and obligations are related to, directly or indirectly, the work described in Paragraph 3 of this Subcontract and Attachment A of this SUBCONTRACT. The SUBCONTRACTOR will not do, or fail to do, any act, if by reason of such act or failure to act, SUBCONTRACTOR shall be in breach of the CONTRACT. In case of conflict between the terms and conditions of this SUBCONTRACT and the MAIN CONTRACT, this SUBCONTRACT shall control. SUBCONTRACTOR shall designate in writing all lower tier subcontractors and material suppliers to CONTRACTOR and shall not subsequently change such lower tier subcontractors or material supplier without CONTRACTOR'S written approval. Replacement of lower tier SUBCONTRACTORS or SUPPLIERS required by CONTRACTOR or OWNER shall not entitle SUBCONTRACTOR to an adjustment in the SUBCONTRACT price(s) or to an extension of time for performance of the SUBCONTRACTOR'S work.

CONTRACTOR shall furnish to the SUBCONTRACTOR upon SUBCONTRACTOR request, the legal description of the premises covered by the MAIN CONTRACT. SUBCONTRACTOR acknowledges that it was the SUBCONTRACTOR'S responsibility, prior to entering into the SUBCONTRACT, to investigate and familiarize itself with all laws, ordinances, or regulations applicable to work under this SUBCONTRACT; with the availability and adequacy of personnel, workmen, materials, supplies, equipment, power, utilities, fuels, etc., and, with respect to each of the foregoing, the cost and suitability thereof; with the prevailing wage scale and working conditions; with the character and content of all of the other contracts related to the project, including such separate prime contracts as may have been awarded by the OWNER; the character and extent of purchase orders and arrangements for supplies and materials to be furnished by the CONTRACTOR for the use of the SUBCONTRACTOR; with all options, site considerations and restrictions, lease arrangements, royalties, underground conditions, prevailing weather, and climatic conditions and history; and all other factor or factors which may affect SUBCONTRACTOR'S work under this SUBCONTRACT. SUBCONTRACTOR hereby warrants that it has investigated all such matters and is familiar therewith to the extent that SUBCONTRACTOR, in its sole discretion, deems necessary. SUBCONTRACTOR further agrees that CONTRACTOR shall not be liable to SUBCONTRACTOR for any claim for additional payment or additional time or any claim whatsoever to the extent that such claim directly or indirectly results from SUBCONTRACTOR'S failure to investigate and familiarize itself sufficiently with the conditions under which this SUBCONTRACT is to be performed, including the foregoing but with restriction thereto, or from any misunderstanding thereof on the part of the SUBCONTRACTOR.

The SUBCONTRACTOR shall designate one or more persons who shall be the authorized SUBCONTRACTOR'S representative(s) (a) on site; and (b) off site. Such authorized representative(s) shall be the only person(s) with whom CONTRACTOR shall issue instructions, orders or directions, except in an emergency. SUBCONTRACTOR represents to the CONTRACTOR that it is adequately financed to perform this work. Whenever the word "CONTRACTOR" is used in the specifications, drawings, or documents issued, this shall mean the SUBCONTRACTOR for all areas of work covered by the SUBCONTRACT.

(B) SHOP DRAWINGS AND SUBMITTALS

SUBCONTRACTOR agrees to submit all shop or fabrication drawings, design and performance data, tests, samples, templates, operating and/or maintenance manuals; together with any and all other data related to the materials, methods, and equipment used or proposed for use in the performance of this SUBCONTRACT in the quantity required by the contract documents, or as requested by the CONTRACTOR for approval by OWNER or OWNER'S agent so as not to delay progress of the work. The SUBCONTRACTOR agrees that the cost of all designs, drawings, tests, samples, templates and markups required hereunder, together with field measurements,

sampling and shipping or delivery expense connected with any of the foregoing is included in the amount of this SUBCONTRACT. SUBCONTRACTOR agrees that the entire cost of altering, reworking and refinishing any fabricated or manufactured items not conforming to the approved designs, drawings, templates or samples shall be borne by the SUBCONTRACTOR. Checking and approval of submittals by the CONTRACTOR, OWNER and OWNER'S agent shall not constitute acceptance for any deviation from the CONTRACT DOCUMENTS. SUBCONTRACTOR shall perform all work in accordance with the CONTRACT DOCUMENTS unless deviations or substitutions are formally submitted and approved by the CONTRACTOR, OWNER, and OWNER'S agent. SUBCONTRACTOR shall indemnify CONTRACTOR for any increase in costs incurred by CONTRACTOR as a result of such substitutions, whether or not SUBCONTRACTOR has obtained approval thereof. SUBCONTRACTOR shall certify in writing on each submittal that, "this submittal is in full compliance with all requirements of the CONTRACT DOCUMENTS, applicable codes, ordinances and regulations." SUBCONTRACTOR shall keep, on site, a record set of CONTRACT DOCUMENTS for "as-built" purposes. These record as-built CONTRACT DOCUMENTS shall be updated weekly and shall be available for review by the CONTRACTOR upon request. SUBCONTRACTOR shall be responsible for all reproduction costs.

(C) SCHEDULING

Time is of the essence and the SUBCONTRACTOR agrees to keep itself thoroughly informed as to the overall progress of the project; to commence and prosecute the work undertaken hereunder in a prompt and diligent manner whenever such work, or any part of it, becomes available, or at such time or times as the CONTRACTOR may direct, so as to promote the general progress of the entire construction project; and SUBCONTRACTOR shall not delay or otherwise, interfere or hinder with the work or progress of the CONTRACTOR or other SUBCONTRACTOR(s). All materials, surfaces, supplies, tools, machines, equipment or plant to be furnished or used by SUBCONTRACTOR hereunder shall be furnished in sufficient time to enable the SUBCONTRACTOR and/or any other party requiring the same, to perform and complete its or their work within time or times established as herein provided. Upon CONTRACTOR'S request, SUBCONTRACTOR shall furnish such evidence as the CONTRACTOR may require relating to SUBCONTRACTOR'S ability to fully perform this SUBCONTRACT in the manner and within the time established as herein provided. SUBCONTRACTOR shall furnish, to the CONTRACTOR, scheduling information, including but not limited to: work activity durations, weekly manpower requirements, major material delivery dates, shop drawing and transmittal dates for SUBCONTRACTOR'S work and that of its second tier subcontractors (if any).

SUBCONTRACTOR agrees to notify CONTRACTOR of his objection to, or inability to comply with, any directive, notification, order, schedule or revision thereof dealing with the time or times of SUBCONTRACTOR'S performance thereof, and to do so within five (5) calendar days of CONTRACTOR'S issuance thereof. In absence of such notice within five (5) calendar days, SUBCONTRACTOR agrees to accept and incorporate herein any and all orders, notices, directives, schedules or revisions thereof which may herewith and/or hereafter be issued from time to time by CONTRACTOR to SUBCONTRACTOR at SUBCONTRACTOR'S known address

and/or through SUBCONTRACTOR'S representative at the site of the work, and in the event of any conflict between the requirements of any of the foregoing, it is agreed that the time or times of performance shall be governed by the communication with the most recent date. Specific requirements as to the time of performance in the CONTRACT DOCUMENTS, in the SUBCONTRACT, in the SUBCONTRACTOR documents or subsequent additions thereto, or directives, orders, schedules, or schedule revisions issued by CONTRACTOR, shall take precedence over the more general requirements of this paragraph. All work required to be performed under this SUBCONTRACT shall be performed in accordance with such specific requirements.

In the event of any failure of the SUBCONTRACTOR to complete his work within the required time. SUBCONTRACTOR hereby agrees to reimburse the CONTRACTOR for any and all liquidated damages, if any, that may be assessed against or collected from the CONTRACTOR by the OWNER, which are directly or indirectly attributable to or caused by SUBCONTRACTOR'S failure to comply fully with the foregoing provisions; and further, whether or not liquidated damages are so assessed, SUBCONTRACTOR hereby agrees to pay to CONTRACTOR such other or additional damages as CONTRACTOR may sustain by reason of any such delay directly or indirectly attributable to or caused by SUBCONTRACTOR, including, but not limited to, recovery of CONTRACTOR'S overhead and expense related to managing and supervising the project work during or equal to any period of time resulting from such delay of SUBCONTRACTOR; and SUBCONTRACTOR further agrees that neither the payment of such damages or any liability incurred for payment of such damages shall release the SUBCONTRACTOR from its obligations to otherwise fully perform this SUBCONTRACT.

No allowance for an extension of time for any cause whatever, shall be claimed by the SUBCONTRACTOR, or be made by him, unless the SUBCONTRACTOR shall have made written request upon the CONTRACTOR for such extension within five (5) calendar days, or such shorter period of time as may be required by the CONTRACT DOCUMENTS, after the cause of such extension first occurred, and unless the CONTRACTOR and SUBCONTRACTOR have agreed in writing upon the allowance of additional time to be made. No extension of time, granted CONTRACTOR by OWNER shall inure to the benefit of SUBCONTRACTOR unless such extension of time is directly related to SUBCONTRACTOR'S work hereunder and CONTRACTOR specifically agrees in writing to an extension of time with SUBCONTRACTOR therefore.

In no event shall an extension of time or allowance of extra time be granted to SUBCONTRACTOR for delays attributable in any way to the untimely or incorrect presentation and/or submission of drawings, samples, product data, or other submittal information required by the CONTRACT DOCUMENTS; or when priorities or procedures available to SUBCONTRACTOR have not been pursued diligently and correctly; or when orders have not been placed with manufacturers or suppliers in a timely manner; or for delays resulting from SUBCONTRACTOR'S substitution or attempt to make substitution of materials, equipment or means of construction or manufacture in lieu of those specified or previously approved; or for any delay resulting from or attributable to SUBCONTRACTOR'S failure to comply with any of the provisions of this SUBCONTRACT; or when

SUBCONTRACTOR by the exercise of reasonable diligence and judgment could have anticipated and avoided the delay.

CONTRACTOR shall have the right to decide the sequence in which the various portions of the project shall be performed relative to the scheduling of the SUBCONTRACTOR'S work. SUBCONTRACTOR agrees to attend the weekly coordination meeting on site after initial notice from CONTRACTOR to commence such weekly attendance.

(D) PAYMENTS

SUBCONTRACTOR agrees, as a condition precedent to any payments hereunder, to provide the CONTRACTOR with an acceptable breakdown of contract amount (schedule of values), all required certificates of insurance as required by paragraphs (P) and (Q) in a form acceptable to the CONTRACTOR, all project scheduling information as required by paragraph (C) and performance and payment bonds, on forms acceptable to the CONTRACTOR as required by paragraph (O). **FURTHER, IT IS AGREED BETWEEN THE PARTIES, THAT AS A CONDITION PRECEDENT TO ANY PAYMENT HEREUNDER, THE CONTRACTOR MUST FIRST RECEIVE PAYMENT FROM THE OWNER. SUBCONTRACTOR SPECIFICALLY AGREES THAT IT IS RELYING UPON OWNER'S CREDIT FOR PAYMENT.**

Further, it is agreed between the parties that notwithstanding any other provision of this Subcontract including but not limited to requirements to submit partial and/or final lien releases, Subcontractor waives all mechanic lien rights and/or rights to make claim against bonds of any nature provided by Contractor including but not limited to any and all rights Subcontractor may have under RCW 60.04, et seq., RCW 60.28, et seq., RCW 39.08, et seq., or the Federal Miller Act.

In addition, the parties agree, at Contractor's sole discretion, Contractor shall have the right to issue joint checks to Subcontractor and any of Subcontractor's lower tier subcontractors or suppliers.

SUBCONTRACTOR shall submit to the CONTRACTOR applications for payment as directed by CONTRACTOR and/or as required under Paragraph 8 of this Subcontract as to enable the CONTRACTOR to timely apply for and obtain payment from the OWNER. SUBCONTRACTOR shall furnish CONTRACTOR with a list of all SUBCONTRACTORS and suppliers, indicating CONTRACT AMOUNT, balance due, name of contact person, address and phone number. SUBCONTRACTOR shall furnish lien releases in the form of Attachment D prior to each periodic progress payment for all SUBCONTRACTORS and suppliers furnishing goods or services for the project. These lien releases shall be applicable through the same period for which the SUBCONTRACTOR is requesting payment. Unless otherwise mutually agreed, CONTRACTOR shall withhold retainage from SUBCONTRACTOR in an amount of $\{\{Contracts.GeneralRetainPercent\} \text{"Percent"}\}$ percent unless such different amount is prescribed in the CONTRACT DOCUMENTS. In the event the CONTRACTOR is required by law to pay subcontractor interest on retained percentage, SUBCONTRACTOR shall be paid the same interest as received by the CONTRACTOR. The CONTRACTOR'S obligation to release retention to the SUBCONTRACTOR shall be subject and conditioned upon the following: (a) CONTRACTOR receives final payment from OWNER; (b) OWNER accepts

SUBCONTRACTOR'S work; (c) SUBCONTRACTOR provides all applicable guarantees and warranties; (d) SUBCONTRACTOR furnishes CONTRACTOR with satisfactory evidence that all obligations incurred by SUBCONTRACTOR pursuant to this SUBCONTRACT which may be the basis for a lien against the premises, retention, or payment bond have been completely satisfied and paid in full; (e) SUBCONTRACTOR furnishes final lien releases, in the form of Attachment E, for itself and all of its SUBCONTRACTORS and suppliers regardless of tier; (f) SUBCONTRACTOR furnishes releases and/or certificates from all governmental agencies as the CONTRACTOR may require.

SUBCONTRACTOR shall be paid for work, in place, included on CONTRACTOR'S last progress billing, as approved by the ARCHITECT or ENGINEER, within ten days after CONTRACTOR has received his payment for such progress billing. Final payment for work under this SUBCONTRACT shall be made within ten days after the CONTRACTOR has received his final or complete payment from the Owner.

If the contract between OWNER and CONTRACTOR permits payments for stored materials either at the project site, or in approved off site bonded and insured storage facilities, SUBCONTRACTOR may invoice for materials so stored and receive payment therefore as outlined above: PROVIDED, HOWEVER, that such stored materials shall be at the risk of the SUBCONTRACTOR until acceptance of the SUBCONTRACT work. SUBCONTRACTOR shall pay for all costs of storage, whether on site or off site.

SUBCONTRACTOR shall not assign proceeds of this SUBCONTRACT without prior written consent of CONTRACTOR. Provided that CONTRACTOR consents to assignment of proceeds, SUBCONTRACTOR shall require assignee to accept, acknowledge and be bound by all of the terms and conditions of the SUBCONTRACT DOCUMENTS.

The SUBCONTRACTOR acknowledges that all payments received or which are otherwise due under this SUBCONTRACT shall constitute a trust fund in favor of the laborers, materialmen, governmental authorities and all others who are legally entitled to claim a lien on the premises covered by this SUBCONTRACT or otherwise file a claim against any retained percentages or payment bond. SUBCONTRACTOR agrees that no assignment of any payment otherwise due under this SUBCONTRACT shall be made without first securing the express approval of any assignee to the limitations contained in this subparagraph. Progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment, or CONTRACTOR'S good faith determination that the remaining balance of payments may be insufficient to insure completion of work covered by this SUBCONTRACT in accordance with its terms or to pay lien, retention or bond claims. If the CONTRACTOR determines in good faith that the SUBCONTRACTOR is obligated to the CONTRACTOR or anyone else for labor, fringes, taxes, supplies, materials, equipment, rental or other proper charges against the work covered by this SUBCONTRACT Agreement, the amount of such obligation may be deducted by the CONTRACTOR from any payment or payments made under this provision. PROVIDED, FURTHER, that the CONTRACTOR may from time to time require and SUBCONTRACTOR shall promptly provide a statement in writing setting forth what amounts, if any, are due or payable by SUBCONTRACTOR to third parties for labor, fringes, taxes, materials, equipment, or supplies in

connection with, or arising out of the performance of the SUBCONTRACT, and the CONTRACTOR may withhold from any payment, partial or final, otherwise due under this SUBCONTRACT, such sums as the CONTRACTOR reasonably may determine are necessary to secure and protect the CONTRACTOR or the OWNER from claims or liens that may be asserted by said third parties. The CONTRACTOR reserves the right to make any payment to SUBCONTRACTOR, including payments due hereunder, through the medium of joint check made payable to the joint order of SUBCONTRACTOR and such of SUBCONTRACTOR'S workmen, materialmen, suppliers or subcontractors or any of SUBCONTRACTOR'S creditors having potential lien rights against the work, or any of them, whose claim against the SUBCONTRACTOR shall in the CONTRACTOR'S sole determination be in jeopardy of nonpayment.

The CONTRACTOR may deduct from amounts due or to become due to the SUBCONTRACTOR pursuant to this SUBCONTRACT, any sums due or to become due to the CONTRACTOR from the SUBCONTRACTOR whether or not said sums are in any way related to this SUBCONTRACT or PROJECT. The CONTRACTOR may apply such deducted funds to any account, related or unrelated to this SUBCONTRACT or PROJECT, wherein the obligations of the SUBCONTRACTOR have not been discharged as determined by the CONTRACTOR and where the CONTRACTOR'S interest are directly or indirectly involved.

If the work covered by this SUBCONTRACT has been fully accepted by OWNER, payment should be made to SUBCONTRACTOR as provided herein.

If the terms of this SUBCONTRACT provide for the payment of work performed on a unit price basis, the unit of measure for payment shall be one for which certified verification of weights or quantities can be furnished at the time of delivery or readily agreed upon. In the event the parties fail to agree on the actual quantity performed, CONTRACTOR shall have the right to measure the quantity of work in place and make final settlement on the basis of such measurement.

SUBCONTRACTOR agrees to indemnify and save harmless the CONTRACTOR and OWNER from any and all matters of claims or suits from infringement of patents or violations of the patent rights, including all costs connected to same. SUBCONTRACTOR agrees to hold CONTRACTOR harmless from any and all liens and all claims of persons furnishing labor or material or appurtenances in connection with this SUBCONTRACT. If, at any time, during the progress of the work hereunder, and before final payment of the SUBCONTRACT price, there should be evidence of any lien or claim for which CONTRACTOR or OWNER of premises may become liable, CONTRACTOR shall have the right to retain, any money then due, or thereafter to become due, to SUBCONTRACTOR under this CONTRACT, an amount sufficient to completely indemnify it against any such lien or claim. If, after completion of this SUBCONTRACT and final payment of the SUBCONTRACT PRICE, any such lien or claim shall appear, SUBCONTRACTOR shall completely indemnify CONTRACTOR and/or OWNER against any loss or damage which may be suffered by reason thereof and shall immediately provide a bond equal to 150% of the lien amount to protect Contractor and Owner against any judgment on the lien or claim. The bond(s) required shall be issued by a surety acceptable to Contractor and/or forms approved by Contractor. The

CONTRACTOR may also require of a SUBCONTRACTOR satisfactory evidence as to the status of any of his accounts with any material supplier or labor account at any time.

(E) CHANGE ORDERS

The CONTRACTOR may, without notice to surety and without invalidating this SUBCONTRACT, order in writing, extra work or make changes by altering, adding to, or deducting from the work; and the SUBCONTRACT price shall be adjusted as agreed. Nothing herein contained shall excuse the SUBCONTRACTOR from proceeding with the prosecution of the work. All such work shall be executed under the conditions hereof and of the MAIN CONTRACT, except that any claims for extension of time caused thereby must be agreed upon at the time of ordering such change. The SUBCONTRACTOR shall make no claims for extras unless the same shall be agreed upon in writing by the CONTRACTOR prior to the performance of any such extra work. In case of any disputes over the adjustment of the cost or time, SUBCONTRACTOR shall give CONTRACTOR written notice of its intent to make claim whether for an extension of time or equitable adjustment in subcontract price. The notice shall describe with particularity: (a) the occurrence(s) giving rise to the SUBCONTRACTOR'S claims; (b) the portion(s) of the SUBCONTRACTOR'S work known to be affected. Such notice shall be given in writing within five (5) calendar days of the occurrences upon which the SUBCONTRACTOR'S claim is based. The giving of notices required by this Section shall be a condition precedent to the SUBCONTRACTOR'S right to make claim, whether against OWNER or CONTRACTOR. With respect to changes in the SUBCONTRACTOR'S work directed by OWNER, the subcontract price and time of performance of the SUBCONTRACTOR'S work shall be adjusted only to the extent that the CONTRACTOR receives payment for and/or adjustment of the time of performance of the SUBCONTRACTOR'S work from the OWNER. In case of any disputes over the adjustment of the cost, SUBCONTRACTOR shall proceed with the work and the dispute shall be resolved in accordance with the procedures set forth in the MAIN CONTRACT to the extent that the CONTRACTOR is bound by such procedures, otherwise as set forth in paragraph (U).

(F) NATURE OF WORK

SUBCONTRACTOR has satisfied himself as to the nature and location of the work, the character, kind and quantity of material to be encountered, the character, kind and quantity of the equipment needed during the prosecution of the work, the location, conditions (including subsurface) existing at the site and at all other locations at which its work will be performed and other matters which can in any manner affect the work under this SUBCONTRACT Agreement, and acknowledges that SUBCONTRACTOR has had a reasonable opportunity to examine the site, all of the MAIN CONTRACT documents and SUBCONTRACTOR'S proposal sufficient to so satisfy himself.

(G) SUBCONTRACTOR EMPLOYER

SUBCONTRACTOR has the status of an "Independent Contractor" and "Employing Unit" within the meaning of the United States Internal Revenue Code, Federal Social Security Regulations, Workers' Compensation and Unemployment Compensation Act, and other similar acts of the federal, state and local Government. SUBCONTRACTOR will withhold from its payroll the applicable Social Security Taxes, Worker's Compensation, Unemployment Compensation, contributions and withholding taxes, Collective Bargaining Agreement, Contributions and Fringe Benefits and pay the same, and this CONTRACTOR shall be in no way liable as an employer to or on account of any of the employees of the SUBCONTRACTOR. Before final payment is made upon this SUBCONTRACT, SUBCONTRACTOR shall furnish satisfactory evidence to the CONTRACTOR that he has conformed to said laws, rules and regulations. The SUBCONTRACTOR hereby agrees to indemnify the CONTRACTOR for any and all liability under such laws arising from the work performed under this SUBCONTRACT Agreement.

(H) PERMITS, TAXES

The SUBCONTRACTOR shall secure and pay for all permits, official inspections, fees and licenses necessary for the performance of the SUBCONTRACT and shall pay any and all federal, state and municipal taxes, including sales taxes, use tax, franchise, excise and other taxes now or hereafter levied, if any, for which the SUBCONTRACTOR may be liable in carrying out the SUBCONTRACT. SUBCONTRACTOR shall comply with all local, state and federal laws, ordinances, rules, regulations and building codes as applicable to the SUBCONTRACTOR'S work hereunder.

(I) MATERIALS

SUBCONTRACTOR shall be responsible for taking field measurements, performing all required tests, ordering materials and all other actions necessary to enable it to perform and complete its work in strict accordance with the contract documents and project schedule. Materials delivered by or for the SUBCONTRACTOR and intended to be incorporated into the construction hereunder shall remain on the job site and shall become property of the OWNER upon payment; (but the SUBCONTRACTOR may repossess himself of any surplus remaining at the completion of the contract).

All scaffolding, apparatus, ways, works, machinery and plant brought upon the premises by the SUBCONTRACTOR shall remain his property; but in case of inability to perform, and the completion of the work is done by the CONTRACTOR, the CONTRACTOR shall be entitled to use the said scaffolding, apparatus, ways, works, machinery and plant without cost or liability for depreciation or damage by use, and without prejudice to CONTRACTOR'S other rights or remedies for any damage or loss sustained by reason of said inability. It shall be the SUBCONTRACTOR'S responsibility to unload, store and protect his materials and the SUBCONTRACTOR shall bear the risk of loss thereof, and shall protect such material against loss until actually incorporated into the work and accepted by the OWNER, even though title thereto may previously have passed to the OWNER under the preceding provisions, except that SUBCONTRACTOR shall not bear any such loss as may be due to the sole negligence of the CONTRACTOR.

(J) TAKEOVER

SUBCONTRACTOR shall commence and at all times carry on, perform and complete this SUBCONTRACT to the full and complete satisfaction of the CONTRACTOR, ARCHITECT/ENGINEER and OWNER. In the event the SUBCONTRACTOR fails to comply, or becomes unable to comply, or with reasonable probability (as determined solely by the CONTRACTOR) will become unable to comply with any of the provisions of this SUBCONTRACT; or in the event SUBCONTRACTOR fails at any time to supply a sufficient number of properly skilled workman or sufficient supplies, materials, machines, equipment or plant of proper quality or fails in any respect to prosecute the work with promptness and diligence or causes by any action or omission a stoppage, delay in, or interference with the work of the CONTRACTOR or other subcontractors of the CONTRACTOR; or in the event SUBCONTRACTOR abandons its work, or any part thereof; and such failure, inability, or deficiency (as determined solely by CONTRACTOR), is not corrected within three (3) working days after written demand by the CONTRACTOR to the SUBCONTRACTOR, CONTRACTOR may, in addition to and without prejudice to any other right or remedy, take over and complete the performance of this subcontract, at the expense of the SUBCONTRACTOR, or the CONTRACTOR may, without taking over the work, immediately and without notice to SUBCONTRACTOR, furnish the necessary materials and labor through itself or others, to remedy the situation, all at the expense of the SUBCONTRACTOR. The parties hereby further agree that any of the following shall, at the option of the CONTRACTOR, constitute inability to comply with the provisions of this subcontract for the purposes of this Paragraph (a) the filing of a petition in bankruptcy or a petition for the appointment of a receiver by or against SUBCONTRACTOR; or (b) the insolvency of the SUBCONTRACTOR or his inability to meet his debts; or (c) the establishment of a receivership or any committee of creditors involving subcontractor's business or assets or the making of an assignment for the benefit of SUBCONTRACTOR'S creditors; or (d) the failure or refusal of subcontractor to respond by written reply, to or by satisfactory compliance with, any written order or notice duly issued by CONTRACTOR.

The CONTRACTOR is entitled to act under the terms of this Paragraph as if SUBCONTRACTOR is unable to comply with this SUBCONTRACT if such inability, either for the stated purposes or others, is reasonably to be inferred from the actions or omissions of the SUBCONTRACTOR, or other facts and/or circumstances; and SUBCONTRACTOR hereby waives any and all defenses, claims or causes of action against CONTRACTOR, based in whole or in part on the contention that SUBCONTRACTOR was not able to comply and would have been able to comply with the SUBCONTRACT, were it not for the actions of the CONTRACTOR pursuant to this Paragraph. It is further agreed that the CONTRACTOR shall have access to and may take possession of the SUBCONTRACTOR'S materials, supplies, machines, tools, equipment, and plant which may be located at the site of the work or in route to the site, as may be necessary to prosecute the work hereunder to completion, all without liability on the part of the CONTRACTOR for any damages, wear or tear, depreciation, theft, action of the elements, acts of god, fire, flood, vandalism or any other injury or damage to such materials, tools and equipment. On any action by the CONTRACTOR pursuant to this Paragraph, SUBCONTRACTOR shall not be entitled to further payment on

this subcontract until the work has been completed and accepted by the OWNER and payment thereof has been received by the CONTRACTOR from the OWNER. In the event the unpaid balance due exceeds the expense incurred by CONTRACTOR, the difference shall be paid to SUBCONTRACTOR; but if such expense exceeds the balance due, SUBCONTRACTOR agrees to promptly pay the difference to the CONTRACTOR, as hereinafter provided, and the CONTRACTOR shall have a lien upon all materials, tools, equipment and appliances taken possession of as aforesaid, to secure the payment thereof. With respect to the expenses incurred by CONTRACTOR pursuant to this Article, it is hereby agreed that the costs and expenses chargeable to SUBCONTRACTOR as hereinbefore provided shall include, without restriction thereto, the cost of materials, labor, subcontracts, purchase orders, transportation, equipment and expense thereon, supplies, services, insurance, taxes, appliances, tools, utilities, power used or consumed, supervision, administration, job overhead, travel, attorney fees, legal and accounting fees and expenses. CONTRACTOR'S general overhead as allocated to the work and other costs and expenses incurred or sustained by CONTRACTOR, plus 10% of the actual cost of the work performed as set forth in statements duly rendered, as well as the amount of claims against the SUBCONTRACTOR paid by CONTRACTOR or for which it deems itself liable, less any amounts still owing hereunder and the SUBCONTRACTOR agrees to pay the CONTRACTOR the full amount of such excess, if any, together with interest thereon at the rate of 12% per annum until paid and in the case of any default on the part of the SUBCONTRACTOR, the CONTRACTOR may exercise any other right or remedy available to it. In no instance will any action whatsoever taken by CONTRACTOR pursuant to this SUBCONTRACT relieve or mitigate SUBCONTRACTOR'S full and absolute responsibility for any and all of the SUBCONTRACTOR'S obligation with respect to the character and time of performance, discharge of claims, guarantees, warranties and other obligations under this SUBCONTRACT.

(K) UNIT PRICE

In the event the contract contains unit price items it is understood and agreed that any quantities mentioned are approximate only and subject to change as required by the MAIN CONTRACT and as ordered and directed by the CONTRACTOR.

(L) MATERIAL QUALITY

Materials rejected by the CONTRACTOR, ARCHITECT/ENGINEER or OWNER as failing to conform to the requirements of the contract documents, whether or not they are incorporated into the work, shall upon notice from the CONTRACTOR, be immediately removed by the SUBCONTRACTOR at Subcontractor's expense. Failure of the CONTRACTOR to immediately reject any work or materials as installed shall not in any way waive the CONTRACTOR'S right to object thereto at any subsequent time. SUBCONTRACTOR'S work, including materials whether, in fabrication, or stored on or off of the project site(s), shall at all times be subject to inspection by CONTRACTOR, OWNER and OWNER'S agent.

(M) JOB DAMAGE

It is understood and agreed that the work provided for in this SUBCONTRACT constitutes only a portion of the work being performed on this project for the OWNER by the CONTRACTOR and other SUBCONTRACTORS. SUBCONTRACTOR therefore agrees to perform the work called for in this Agreement in such a manner that he will not injure or damage any other work performed by the CONTRACTOR or any other SUBCONTRACTOR and SUBCONTRACTOR further agrees as follows: to wit:

1. To furnish continuous and effective protection at all times for its own work in place and all materials stored for use under this SUBCONTRACT, and to bear and be solely liable for any loss and/or damage of any kind to or in connection with said work and materials at any time prior to final completion and acceptance thereof, unless said loss or damage is caused solely by the negligence of the CONTRACTOR and is subject to recovery under such applicable insurance policies as may be in effect;

2. To furnish continuous and effective measures as may be required to adequately protect the work in place and the property of the OWNER, the CONTRACTOR and other SUBCONTRACTORS from damage or injury as a result of its execution of this SUBCONTRACT or arising from its operations hereunder;

3. To report promptly to CONTRACTOR, in writing, any damage to its property or work in place, describing such damage and circumstances fully, and including, whenever available, an estimate of the costs of restoration and identification of the responsible party or parties;

4. To pay or reimburse the CONTRACTOR on account of any damage or injury to the work or property of the OWNER, CONTRACTOR or other SUBCONTRACTORS caused by or arising out of the performance of its work as provided in this SUBCONTRACT, including the costs of replacing, repairing, refinishing or restoring any work damaged, removed or displaced in the course of correction or repair or replacing materials hereunder which are rejected by the OWNER, the OWNER'S architect or engineer, or which are deemed to be at variance with the requirements of this SUBCONTRACT;

5. That unresolved claims resulting from breakage, damage to finished surfaces, permanent fixtures or equipment, and other such related occurrences wherein the identity of the responsible party is unknown or undetermined, and for which insurance settlement may be had, may, upon completion of the project and at CONTRACTOR'S sole option, be fairly and equitably prorated for assessment to the CONTRACTOR'S account and/or the accounts of those SUBCONTRACTORS who, in the sole determination of the CONTRACTOR, were engaged on the work in a manner and at a time or times from which contributory involvement may reasonably be inferred; and the SUBCONTRACTOR further agrees that the CONTRACTOR'S decision or determination in such proration shall be final and conclusive.

(N) HOUSEKEEPING

SUBCONTRACTOR agrees to keep the Premises clean at all times and remove from the project all refuse, waste, and debris produced by his operation only. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the work site. Compliance with all safety requirements of "Good Housekeeping" is an essential part of SUBCONTRACTOR'S obligation. In the event of SUBCONTRACTOR'S failure to comply with this provision or any directive of the CONTRACTOR for removal of refuse, waste or debris, the CONTRACTOR then may upon 48 hours written notification, and without prejudice to any other right or remedy that it may have commence removal of the SUBCONTRACTOR'S waste, refuse and debris and charge the SUBCONTRACTOR'S account for all costs incurred. This provision requires only one initial notice. In the event that SUBCONTRACTOR'S materials, equipment, tools, waste, refuse or debris constitutes a safety hazard, CONTRACTOR may, after written notice, immediately remove the same and charge the SUBCONTRACTOR'S account for all costs incurred.

(O) BOND

If requested by CONTRACTOR, SUBCONTRACTOR shall furnish without expense to CONTRACTOR and within fifteen (15) days of the date hereof, a performance bond and a payment bond, each for the full amount of SUBCONTRACT. The two bonds shall be drawn in favor of the CONTRACTOR and shall be executed by a surety company acceptable to the CONTRACTOR (in its sole discretion) and on forms furnished by the CONTRACTOR or approved by the CONTRACTOR. No payment whatsoever shall be due SUBCONTRACTOR until the provisions of this paragraph have been met to the CONTRACTOR'S satisfaction.

No change, alteration or modification in the terms and conditions of this SUBCONTRACT, or in the terms or manner of payment shall in any way exonerate or release, in whole or in part, any surety on any bond furnished by or on behalf of the SUBCONTRACTOR. If required to do so by the CONTRACTOR, prior to the commencement of any work required hereunder, SUBCONTRACTOR shall obtain, and furnish to the CONTRACTOR the copy or counterpart of this SUBCONTRACT which shall have been endorsed in writing by an authorized representative of the surety company, specifically approving this SUBCONTRACT.

(P) WORKERS' COMPENSATION

SUBCONTRACTOR shall furnish to CONTRACTOR evidence that he has in force Workers' Compensation Insurance including Employer's Liability, as may be required by the jurisdiction or jurisdictions in which the work is being performed. Where applicable, this shall include United States Longshoremen's and Harbor Workers' Act Insurance including Coverage B-Employer's Liability (Maritime) with limits not less than the Bodily Injury limits required by the General Conditions of the Specifications but in no event less than \$500,000. Such evidence of Insurance may be in the form of an Insurance Certificate issued by an insurer satisfactory to the CONTRACTOR and shall provide for not less than forty-five (45) days notice to CONTRACTOR of cancellation or reduction of coverage and the OWNER and CONTRACTOR shall be named as additional insureds. In the event SUBCONTRACTOR fails to

maintain any insurance required by this SUBCONTRACT in force during the entire life of the SUBCONTRACT, CONTRACTOR may at his option purchase such insurance in the name of the SUBCONTRACTOR and deduct the cost of same from payments due SUBCONTRACTOR.

(Q) INSURANCE

Prior to starting work, SUBCONTRACTOR shall obtain and keep in force during the term of this SUBCONTRACT, public liability and property damage insurance and SUBCONTRACTOR'S contractual liability insurance with coverage equal to, or greater than, the minimum specified in the MAIN CONTRACT or Attachment B to the SUBCONTRACT, whichever is greater. This insurance coverage shall include, but not be limited to, all work, performance and operation of autos, trucks and other vehicles and shall be carried in the amounts not less than those set forth in Attachment B to the Subcontract per occurrence against liability for damage because of injuries including death, suffered by person or persons other than the employees of the SUBCONTRACTOR and in amounts not less than those set forth in Attachment B to the Subcontract per occurrence against liability for damages to property, all of which insurance coverage shall be for the purpose of protecting SUBCONTRACTOR, CONTRACTOR, OWNER and other third parties. The SUBCONTRACTOR shall furnish to the CONTRACTOR evidence of this insurance as in the same form as described in Paragraph (P). Such insurance shall satisfy all requirements set forth in Attachment B to the Subcontract and shall indicate that it includes contractual liability coverage. The SUBCONTRACTOR shall give CONTRACTOR forty-five (45) days notice of any cancellation or reduction in coverage. It is understood and agreed that CONTRACTOR may carry builders risk insurance applicable to the MAIN CONTRACT, or, in the alternative, to participate as a co-insured in such policy which may be furnished by the OWNER, in either instance including the insurable value of subcontracts. To the extent that such insurance is carried by the CONTRACTOR on the MAIN CONTRACT, the SUBCONTRACTOR will have an interest in the insurance policy; however, the provisions of the SUBCONTRACT do not make it mandatory upon the CONTRACTOR to carry any insurance whatsoever for the benefit of the SUBCONTRACTOR. SUBCONTRACTOR agrees it will assume responsibility to determine whether builders risk insurance is enforced. In the event that CONTRACTOR shall elect to carry builders risk insurance, the SUBCONTRACTOR agrees to submit immediately upon demand a complete breakdown of the subcontract price showing materials, labor, expendable tools, supplies and/or other thing or article of value, cost of which is included in the subcontract amount stated herein, all as may be required for the purposes of determining values under said coverage.

(R) SUB-TIER CONTRACTORS

Any SUB-TIER CONTRACTOR shall be bound to the SUBCONTRACTOR the same as the SUBCONTRACTOR is bound to the CONTRACTOR and the same as the CONTRACTOR is bound to the OWNER. This form may be used for SUB-TIER CONTRACTS and when so used, the term CONTRACTOR shall mean SUBCONTRACTOR and the term SUBCONTRACTOR shall mean SUB-TIER CONTRACTOR.

(S) MODIFICATIONS

No modification of this Agreement and no waiver of any rights under this Agreement shall be valid or binding on the parties unless the same be in writing and in the case of Contractor, signed by Rushforth Construction Co., Inc. Failure of the CONTRACTOR to insist upon strict performance of the SUBCONTRACT, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

(T) SAFETY AND INDEMNIFICATION

SUBCONTRACTOR agrees to defend, indemnify and hold CONTRACTOR harmless from all OSHA/WISHA claims, demands, proceedings, violations, penalties, assessments or fines that arise out of or relate to SUBCONTRACTOR's failure to comply with any such safety related laws, ordinances, rules, regulations, orders or obligations. CONTRACTOR may charge against the sums otherwise owing to SUBCONTRACTOR the amount of any and all such fines, fees, costs and expenses incurred by CONTRACTOR due to claims, citations or fines assessed to SUBCONTRACTOR or its lower tier SUBCONTRACTORS.

It is mutually negotiated and agreed upon by SUBCONTRACTOR and CONTRACTOR that SUBCONTRACTOR and its lower tier SUBCONTRACTORS fully waive all rights under Title 51 with regard to action over claims.

(U) CLAIMS AND DISPUTES

U.1 General. In the event of any claim or dispute by and between SUBCONTRACTOR and any other party, SUBCONTRACTOR shall continue to perform its Work in accordance with the Contract Documents and the Project Schedule.

U.2 Notice. SUBCONTRACTOR shall give CONTRACTOR written notice of its intent to make claim whether for an extension of time or an adjustment in the Subcontract Price(s). The notice shall describe with particularity: (a) the occurrence(s) giving rise to SUBCONTRACTOR's claim; and (b) the portion(s) of SUBCONTRACTOR's Work known to be affected and shall be given in writing within five (5) calendar days of the occurrence(s) upon which SUBCONTRACTOR's claim is based. Within fifteen (15) calendar days of the occurrence(s) upon which SUBCONTRACTOR's claim is based, SUBCONTRACTOR shall give CONTRACTOR written notice of the recovery plan which SUBCONTRACTOR believes will mitigate and/or eliminate the impact of the occurrences(s) on SUBCONTRACTOR's Work. The giving of the notices required by this Section U.2 shall be a condition precedent to SUBCONTRACTOR's right to make claim, whether against OWNER or CONTRACTOR.

U.3 Statement of Claim. Prior to the time required by the Contract in the case of a SUBCONTRACTOR claim against OWNER pursuant to Section U.4 or no later than thirty (30) calendar days after invoking Arbitration pursuant to Section U.5, SUBCONTRACTOR shall provide CONTRACTOR with a detailed Statement of its Claim(s) ("Statement"). This

Statement shall include: (a) a specific detailed identification of all factual information upon which SUBCONTRACTOR's claim entitlement is based; (b) the Contract Document provision(s) and legal authorities upon which SUBCONTRACTOR's claim entitlement is based; (c) all calculations upon which SUBCONTRACTOR's claim quantum is based; (d) all documents pertinent to both entitlement and quantum of SUBCONTRACTOR's claim; (e) identification of all person(s) having knowledge of facts upon which SUBCONTRACTOR's claim entitlement is based and the method and manner by which the claim quantum is calculated; and (f) certification under oath by an officer or a principal of SUBCONTRACTOR that, "The claim is made in good faith, that the supporting data are accurate and complete to the best of his knowledge and belief and that the amount requested accurately reflects the Subcontract adjustment for which SUBCONTRACTOR believes CONTRACTOR or OWNER is liable." Submission of this Statement containing all of the foregoing elements shall be a condition precedent to SUBCONTRACTOR's right to prosecute any claim. If the Statement is not timely provided by SUBCONTRACTOR, SUBCONTRACTOR's Claim(s) shall be deemed to have been waived. Upon submission of the Statement, CONTRACTOR and/or its designated representatives(s) shall have full access to all of SUBCONTRACTOR's books and records pertaining to the Project.

U.4 Claims or Disputes Relating to OWNER. In the case of any claim by SUBCONTRACTOR resulting from the acts or omissions of OWNER, SUBCONTRACTOR agrees to be bound to CONTRACTOR to the same extent that CONTRACTOR is bound to OWNER by both the terms of the Prime Contract and by any and all decisions or determinations made thereunder. It is agreed that in the event of the Prime Contract contains a "Disputes Clause," such clause is incorporated herein by reference as though fully set forth. As to any claims asserted by SUBCONTRACTOR for or on account of acts or omissions of OWNER or its representative(s), or any claims made by OWNER for which SUBCONTRACTOR is alleged to be responsible, which claims are not disposed of by agreement, SUBCONTRACTOR shall prosecute or defend such claims in CONTRACTOR's name, in accordance with such Disputes Clause. CONTRACTOR and SUBCONTRACTOR shall cooperate in prosecuting or defending all claims relating to OWNER. SUBCONTRACTOR shall have full responsibility for preparation and presentation of such claims and shall bear all expenses thereof, including attorneys' and consultants' fees and all other associated costs. In any such claim(s) against the OWNER, the SUBCONTRACTOR shall include an amount for CONTRACTOR's administrative overhead. This amount (CONTRACTOR's administrative overhead) shall be equal to fifteen percent (15%) of the total amount(s) of the claim(s). CONTRACTOR shall be entitled to receive fifteen percent (15%) of any amount(s) awarded to SUBCONTRACTOR for such claim(s). SUBCONTRACTOR shall be bound by the procedure and final determinations as specified in any such Disputes Clause, and shall not take any other action or actions with respect to any such claims and shall pursue no independent litigation with respect thereto, other than to avail itself of any appellate procedures applicable to such Disputes Clause. SUBCONTRACTOR shall not be entitled to receive any greater amount from CONTRACTOR than CONTRACTOR receives from the OWNER on account of SUBCONTRACTOR's claim(s), less any mark-ups or costs incurred by CONTRACTOR and to which CONTRACTOR is

otherwise entitled, and SUBCONTRACTOR shall accept such amount, if any, received by CONTRACTOR from OWNER as a full accord and satisfaction of all such claims for or an account of acts or omissions of OWNER or its representatives. If SUBCONTRACTOR fails to provide timely and satisfactory notice for claims against the OWNER as required by the Contract or if SUBCONTRACTOR fails to prosecute claims relating to acts or omissions of OWNER or its representative(s) through the procedures of such Disputes Clause, SUBCONTRACTOR shall be barred from asserting such claims against CONTRACTOR in any other proceeding. If SUBCONTRACTOR fails to prosecute claims resulting from acts or omissions of OWNER or OWNER's Representative(s) or fails to defend claims by OWNER relating to SUBCONTRACTOR's Work, CONTRACTOR shall have the right to prosecute such claims at SUBCONTRACTOR's sole expense.

U.5 Claims or Disputes Relating to CONTRACTOR. Should a dispute arise which is not controlled or determined by Section U.4 of this Subcontract, then said dispute shall be decided in accordance with the American Arbitration Association Construction Industry Rules. The Arbitrator shall have the authority to determine the documentation required of CONTRACTOR and SUBCONTRACTOR with respect to any such claim or dispute and extent, if any, to which prehearing discovery will be permitted. Arbitration pursuant to this Section may be initiated by written notice by either party to the other, provided that the initiating party has complied with the provisions herein. At the request of either party no sooner than sixty (60) calendar days after an Arbitration Proceeding has been initiated, and no sooner than thirty (30) calendar days after submission of SUBCONTRACTOR's Statement of Claim in accordance with section U.3, nonbinding mediation of any claim or dispute by a mediator mutually agreeable to CONTRACTOR and SUBCONTRACTOR shall be conducted. The costs of such mediation shall be borne equally by CONTRACTOR and SUBCONTRACTOR. If arbitration or mediation is conducted involving OWNER, CONTRACTOR or any other party which is concerned with or in any way relates to SUBCONTRACTOR's work or the Subcontract, SUBCONTRACTOR expressly consents to a consolidated or joint arbitration or mediation, if and as called for by CONTRACTOR. The foregoing agreement to arbitrate and mediate shall be specifically enforceable. The decision of the Arbitrators shall be final and binding without recourse to any court of law as between CONTRACTOR, SUBCONTRACTOR, and its Surety or any other parties thereto.

U.6 Attorney Fees and Costs. In the event that arbitration and/or litigation is instituted to enforce or contest the provisions of this Subcontract or adjudicate any question arising under this Subcontract, the prevailing party shall be entitled to its attorney fees and all costs of such arbitration and/or litigation, including, without limitation, consultant and expert witness fees, expenses, in addition to costs otherwise taxable by law.

(V) NONDISCRIMINATION PROVISIONS

This SUBCONTRACT is subject to the provisions of Executive Order 11246 (Equal Opportunity Clause); Executive Order 11701 (Child Openings for Veterans); 20 CFR, Section 741.3 and 741.29 together with 20 CFR, Chapter VI, 741 (Employment for Handicapped). SUBCONTRACTOR shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age.

SUBCONTRACTOR shall insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex or age. Such treatment shall include but not be limited to: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. SUBCONTRACTOR will send each labor union or representative of works with which it has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or worker's representative of the bidder's commitments under this Section. The words "Equal Opportunity Employer" shall be used in all advertisements for employees. SUBCONTRACTOR will include the provisions, as well as all other applicable provisions of the CONTRACT DOCUMENTS, in every lower tier subcontract issued by SUBCONTRACTOR for goods or services required under this SUBCONTRACT.

(W) WARRANTY

The SUBCONTRACTOR warrants and guarantees the work and materials which he performs or furnishes under the SUBCONTRACT, and agrees to make good, at his own expense, any defect in materials or workmanship which may occur or develop prior to CONTRACTOR'S release from responsibility to the OWNER thereof as required by the Contract Documents. SUBCONTRACTOR further agrees to adopt and assume, as a direct obligation to the CONTRACTOR and/or the OWNER any guarantee or warranties which would otherwise be the responsibility of the CONTRACTOR or other SUBCONTRACTORS which when such guarantees or warranties have been voided, waived, withdrawn or cancelled as a result of the SUBCONTRACTOR'S operations hereunder, or on account of any act or omission of SUBCONTRACTOR in performance of this SUBCONTRACT. SUBCONTRACTOR shall execute, in writing, any guarantees, maintenance agreements and other documents related to the work above-described required by the Contract Documents. SUBCONTRACTOR'S responsibility for latent defects shall extend beyond the warranty period to the full extent applicable statutes permit. Whenever it may be useful or necessary the CONTRACTOR and/or OWNER to do so, CONTRACTOR or OWNER shall be permitted to occupy and/or use any portion of the project site which has been either fully or partially completed by SUBCONTRACTOR before final inspection and acceptance thereof by OWNER. Such use and/or occupancy shall not relieve SUBCONTRACTOR of warranty obligations as described in Attachment (C) Letter of Guarantee.

(X) SUPERVISION

SUBCONTRACTOR shall at all times maintain a qualified and skilled superintendent or foreman at the site of the work who shall be satisfactory to the OWNER, the OWNER'S authorized agent and/or to the CONTRACTOR. Such superintendent or foreman shall be duly and legally authorized to represent and act for the SUBCONTRACTOR with respect to all matters in connection with or arising out of the work under this SUBCONTRACT. Such Superintendent or Foreman shall be English speaking. For Subcontractors employing non-English speaking workers, a bi-lingual speaking foreman fluent in the language of the crew must be onsite at all times and must be qualified to translate accurately, directions from Contractor's onsite personnel, to Subcontractor's crew.

SUBCONTRACTOR shall not employ any persons in the performance of this SUBCONTRACT whose employment might be reasonably objected to by the CONTRACTOR or the OWNER. In the interest of harmonious relations and to the facilitate the orderly and effective progress of work on the project, SUBCONTRACTOR hereby agrees to promptly remove from the project any supervisor, employee, workman, or LOWER-TIER SUBCONTRACTOR to whom the CONTRACTOR reasonably objects or to whom the OWNER or the OWNER'S authorized agent objects and such person or party shall not again be employed on any portion of the work by this SUBCONTRACT.

The SUBCONTRACTOR'S sole and exclusive responsibility for the performance of this SUBCONTRACT is to the CONTRACTOR, and it is agreed that all of SUBCONTRACTOR'S communication with the OWNER'S authorized agent, the OWNER and/or other parties named in the contract documents shall be through the CONTRACTOR. No claim of any nature will be recognized, nor shall CONTRACTOR be liable on account thereof, unless all matters pertaining to such claim have been directed through the CONTRACTOR'S office. SUBCONTRACTOR further agrees that neither he, nor his representatives on the project shall make any agreement written or oral with the OWNER'S authorized agent or with the OWNER, or with representatives of either pertaining to any phase of the performance of this SUBCONTRACT.

(Y) SURVIVABILITY

The invalidity or unenforceability of any provision of this SUBCONTRACT shall not affect any other provisions hereof and the SUBCONTRACT shall be construed in all respects as if such invalid or unenforceable provision(s) was (were) omitted.

(Z) APPLICABLE LAW, VENUE AND NO PRIOR AGREEMENT

This SUBCONTRACT and all question(s) concerning the capacity of the parties, execution, validity (or invalidity) and performance of this SUBCONTRACT, shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington.

The venue for any arbitration proceeding and/or any litigation which relate in any way to this SUBCONTRACT shall be Pierce County, Washington.

This SUBCONTRACT constitutes the entire agreement between the parties and contains all of the covenants and stipulations agreed upon between the parties. This SUBCONTRACT supersedes and takes precedence over all proposals, correspondence, and oral agreements between subcontractor and contractor, if any, made prior to and including the date hereof and not specifically identified and incorporated in writing in this SUBCONTRACT

ATTACHMENT A – LISTING OF CONTRACT DOCUMENTS

{Contracts.ContractNumber} - {Projects.Name}

Documents made a part of this subcontract include the following:

1. This Subcontract;
2. Subcontractor General Conditions;
3. Attachment A – Listing of Contract Documents;
4. Attachment A-1 – List of Contract Drawings;
5. Attachment B – Insurance Addendum;
6. Attachment C – Letter Of Guarantee;
7. Attachment D – Standard Partial Lien Release;
8. Attachment E – Standard Final Lien Release;
9. Attachment F – Subcontractor Safety Compliance Program;
10. Attachment G – Indemnification Addendum;
11. Attachment H – Drug Free Awareness Policy;
12. Attachment I – Subcontract Inclusions and Exclusions;
13. Addenda listed on this Subcontract;
14. Project Manual/Specifications Dated {Projects.Udf Project Manual Date}, if Applicable (See Copy of Specifications Table of Contents attached).

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ATTACHMENT B – INSURANCE ADDENDUM

{Contracts.ContractNumber} - {Projects.Name}

Subcontractor's Liability Insurance

1. Subcontractor shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Subcontractor's operations under this Subcontract whether such operations be by itself 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:
 - a. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed.
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees under any applicable employer's liability law.
 - c. Claims for damages because of bodily injury or death of any person other than its employees.
 - d. Claims for damages insured by usual personal injury liability coverage.
 - e. Claims for damages because of injury to or destruction of tangible property, including loss of use.
 - f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
 - g. Any other type of claims for which Subcontractor may be responsible under this Subcontract.
2. Coverage Forms
 - a. Subcontractor's General Liability insurance shall be written on an industry standard Commercial General Liability Occurrence form and shall include the following coverage extensions: Stop Gap Liability, Per Project Aggregate (CG 25 03) and Contractual Liability (including that assumed specifically under this contract).

In addition, Contractor, Owner, Owner's Representative, Architect and Lender shall be named as primary additional insureds (form CG 20 10 11/85 or equivalent which must cover completed operations) with respect to work performed by or for the Subcontractor on behalf of the Contractor. This endorsement shall be primary and non-contributory to any other insurance carried by either Contractor or Owner. The requirement that the endorsement be primary and non-contributory shall expressly be stated on the endorsement or shall be implied into the endorsement based upon the parties' mutual intent as expressed herein.

Subcontractor's general liability insurance shall be primary and non-contributory as respects Contractor, Owner, Owner's Representative, Architect and Lender and any other insurance maintained by Contractor, Owner, Owner's Representative, Architect and Lender shall be excess and not contributing insurance with Subcontractor's insurance.

Subcontractors of all tiers shall maintain products and completed operations liability insurance for not less than, twenty four (24) months following Owner's final acceptance of Subcontractor's work.
 - b. Subcontractor's Auto Liability insurance shall be written on an industry standard Business Auto Liability policy form covering "any" automobile, whether owned, hired, rented, borrowed or otherwise.
 - c. Subcontractor's Workers' Compensation insurance shall be written on an industry standard Workers' Compensation and Employer's Liability policy form (WC 00 00 00), where applicable.

In the State of Washington, Subcontractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Any Subcontractor or sub-Subcontractor or employer qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington shall so certify by a letter signed by a corporate officer setting forth the limits of any policy of excess insurance covering their employees. Subcontractor shall be responsible for confirming compliance of all sub-Subcontractors with this provision.
 - d. All workers' compensation insurance companies shall have a Best's rating of A8 or better.

3. Subcontractor's Liability insurance shall be written for not less than the following limits of liability. Required limits of liability may be satisfied by a combination of primary liability and umbrella/excess liability policies. Umbrella/excess liability policies shall be at least following form to the primary policies.
 - a. Worker's Compensation
 - i. Statutory Bodily Injury by Accident or Disease
 - b. Employer's Liability

i. \$1,000,000	Bodily Injury by Accident - Each Accident
ii. \$1,000,000	Bodily Injury by Disease - Policy Limit
iii. \$1,000,000	Bodily Injury by Disease - Each Employee
 - c. General Liability - Bodily Injury, Personal Injury, and Property Damage

i. \$2,000,000	General Aggregate
ii. \$2,000,000	Products and Completed Operations Aggregate
iii. \$2,000,000	Personal Injury
iv. \$2,000,000	Each Occurrence
 - d. Stop Gap Liability

i. \$1,000,000	Each Accident
ii. \$1,000,000	Disease - Policy Limit
iii. \$1,000,000	Disease – Each Employee
 - e. Automobile Liability

i. \$1,000,000	Bodily Injury and Property Damage - Per Accident
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4. Certificates of Insurance evidencing the above coverage's shall be filed with Contractor within five (5) working days of award of Subcontract and prior to commencement of the work and shall be on the appropriate form and shall read as follows:

"It is hereby understood and agreed Rushforth Construction Co., Inc., the owner of the project {LegalDocInfo.Owner}, and the architect for the project {LegalDocInfo.ArchName} have been added as primary additional insureds."

Subcontractor's insurance shall not seek contribution and shall include a waiver of subrogation.

5. Subcontractor's insurance is primary and any other insurance maintained by Owner or Contractor shall be secondary and not responsible for any defense or indemnity until the additional insurance primary insurance is exhausted; notwithstanding any "other insurance" clauses to the contrary.

All certificates of insurance shall include a provision that the coverage will not be canceled, terminated or otherwise modified without at least 45 days prior written notice being given to Contractor.

6. All certificates of insurance shall contain a waiver of subrogation in favor of the Contractor and Owner.

7. Property Insurance

- a. Contractor shall have the obligation to provide, or cause Owner to provide, only fire and extended coverage insurance or builder's risk insurance that is specifically required by the Main Contract with Owner and will be responsible to Subcontractor only to the extent that any claim for loss or damage that Subcontractor may make is reimbursable to Contractor by such insurance.
- b. Subcontractor shall provide insurance against any and all other losses that may occur to the work, tools, equipment, facilities, and stored materials, including stored materials for which it has been paid, and shall make its own provision for reimbursement of such deductible amounts as may be applicable to Contractor or Owner's insurance.
- c. Certificates of Insurance evidencing the above coverage shall be filed with Contractor within five (5) working days of award of Subcontract and prior to commencement of the work. Such certificates shall indicate that a waiver of subrogation provision in favor of Contractor and Owner is included in Subcontractor's equipment insurance policy.
- d. Any deductibles and/or uninsured losses under Owner's property insurance shall be for the account of the Subcontractor, or their agents and employees, should the loss be attributable in whole or in part to their negligence. The deductible amount shall be consistent with the requirements of the Main Contract with the Owner.

ATTACHMENT C – LETTER OF GUARANTEE

{Contracts.ContractNumber} - {Projects.Name}

Rushforth Construction Co., Inc.
6021 12th Street East #100
Tacoma, WA 98424

Re: LETTER OF GUARANTEE

We verify that the work installed by **{Company.Name}** (SUBCONTRACTOR) for Rushforth Construction Co., Inc. on the **{Projects.Name}**, **{Projects.Address}** (PROJECT) owned by **{LegalDocInfo.Owner}**, **{LegalDocInfo.OwnerAddr1}**, **{LegalDocInfo.OwnerAddr2}** (OWNER) has been performed in full accordance with Main Contract and all applicable codes and industry standards.

Further, in addition to the warranties required by the Subcontract, the undersigned Subcontractor also guarantees this work to be free from defects in workmanship or material for the period of time required by Contract Documents, dated _____, from the date of final acceptance, and that in the event that the Main Contract Documents are silent, the period of time will be one year, and that the undersigned Subcontractor will make good without delay any defects without additional cost to the Owner or the Contractor, and agree to pay for any expenses, including attorney's fees, if incurred, by the Architect, Owner and/or Contractor that result from correcting any guaranteed work, material, supplies, or equipment.

Signed this _____ day of _____, 20_____.

Subcontractor: **{Company.Name}** _____

By: _____

{Contracts.ToSignedBy}

Title: **{Contracts.ToSignedByTitle}** _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 20_____.

NOTARY PUBLIC in and for the State of Washington

residing at _____

My commission expires: _____

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ATTACHMENT D – STANDARD PARTIAL LIEN RELEASE

{Contracts.ContractNumber} - {Projects.Name}

SUBCONTRACTOR'S CONDITIONAL LIEN RELEASE

TO WHOM IT MAY CONCERN:

{Company.Name} (the "Releasing Party") has performed work or supplied materials or equipment for construction on the {Projects.Name} project (the "Project") at the property located at {Projects.Address} (the "Property").

Conditioned upon the releasing party receiving payment of \$ _____, the Releasing Party hereby waives and releases any and all claims, including but not limited to claims for impact, delay, acceleration, extra cost of any kind, liens, including rights to lien under RCW 60.04, et seq., claims of lien, rights to lien, bond claims, Miller Act claims, claims pursuant to RCW 39.08 et seq., and RCW 60.28 et seq., stop notices and rights to submit stop notices (whether under statute, in equity or otherwise and whether received through assignment or otherwise) either arising against the owner(s) of the Property (the "Owner"), any higher tier contractors or subcontractors, or arising in connection with the Project and the Property (hereinafter collectively "Claim") for labor, material, equipment, supplies or services provided to the project through and including the date of _____; PROVIDED FURTHER that this lien waiver and release shall not be effective with respect to any retention withheld.

In the event any Claim is made or filed by the Releasing Party or any subcontractor or supplier at any tier of the Releasing Party for work, material or equipment covered by this Waiver and Release, then the Releasing Party (1) shall immediately release and discharge, or secure the release or discharge of, such Claim and (2) shall indemnify, defend and hold harmless the Owner, any contractors or subcontractors of a higher tier, and their respective subsidiaries, affiliates, partners, successors and assigns from and against any and all liability, costs, damages, expenses, court costs and attorney fees arising from any claim or litigation.

{Company.Name}

(the Releasing Party)

By: _____
Signature
{Contracts.ToSignedBy}

Printed Name
Its: {Contracts.ToSignedByTitle}

Print Title

Dated: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 20 ____.

NOTARY PUBLIC in and for the State of Washington
residing at _____
My commission expires: _____

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ATTACHMENT E – STANDARD FINAL LIEN RELEASE

{Contracts.ContractNumber} - {Projects.Name}

SUBCONTRACTOR'S FINAL LIEN WAIVER AND RELEASE

TO WHOM IT MAY CONCERN:

{Company.Name} (the "Releasing Party") has performed work or supplied materials or equipment for construction on the {Projects.Name} project (the "Project").

The Releasing Party has been paid in full in the amount of \$_____ and hereby waives and releases any and all claims, liens, claims of lien, rights to lien, including rights to lien under RCW 60.04, et seq., bond claims, Miller Act claims, claims pursuant to RCW 39.08 et seq. and RCW 60.28 et seq., stop notices and rights to submit stop notices (whether under statute, in equity or otherwise and whether received through assignment or otherwise) either arising against the owner(s) of the Property (the "Owner") or any higher tier contractors or subcontractors, or arising in connection with the Project and the Property (hereinafter collectively "Claim").

The Releasing Party expressly acknowledges that it has been paid all amounts due and owing to it for work, material or equipment in connection with the Project, including retention.

In the event any Claim is made or filed by the Releasing Party or any subcontractor or supplier at any tier of the Releasing Party for work, material or equipment covered by this Final Lien Waiver and Release, then the Releasing Party (1) shall immediately release and discharge, or secure the release or discharge of, such Claim and (2) shall indemnify, defend and hold harmless the Owner, any contractors or subcontractors of a higher tier, and their respective subsidiaries, affiliates, partners, successors and assigns from and against any and all costs, damages, expenses, court costs and attorney fees arising from any claim or litigation.

{Company.Name}

(the Releasing Party)

By: _____
Signature
{Contracts.ToSignedBy}

Printed Name
Its: {Contracts.ToSignedByTitle}

Print Title

Dated: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ 20 ____.

NOTARY PUBLIC in and for the State of Washington
residing at _____
My commission expires: _____

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ATTACHMENT F – SUBCONTRACTOR SAFETY COMPLIANCE PROGRAM

{Contracts.ContractNumber} - {Projects.Name}

SAFETY. The prevention of accidents or injuries on, about, or in the vicinity of the project site is the Subcontractor's responsibility. For purposes of this Attachment, the term Subcontractor shall be deemed to include subcontractors and suppliers of all tiers. The Subcontractor must perform its Work in a safe manner, must fully comply with safety measures of Contractor, Subcontractor, and those imposed by the Contract Documents, and must adhere to the applicable industry standards, laws, ordinances, rules, regulations, codes and orders of public authorities bearing upon the safety of persons or property or their protection from damages, injury or loss. Subcontractor must abide with all Federal, State OSHA and Contractor jobsite requirements relative to safety and the prevention of accidents or injuries. Subcontractor shall follow the most stringent safety standard where any inconsistency exists among those referenced in the preceding sentence. Subcontractor shall impose all obligations in this Attachment on its subcontractors and suppliers of all tiers.

The Subcontractor shall be solely responsible for the protection and safety of its employees, and the employees of its subcontractors and suppliers of all tiers, for the final selection of all safety methods and means, for required safety reports and records, for daily inspection of its Work area and its employees' safety equipment, and for the continual instruction of its employees on health and safety, including weekly safety meetings. The Subcontractor must actively promote safe working performances and practices on the part of its employees and the employees of its subcontractors and suppliers of all tiers. Subcontractors shall also provide to Contractor a list of its subcontractors they intend to use on site. Additionally, subcontractors shall insure that all its subcontractors meet the insurance requirements for this project, including the additional insured endorsement. It is the responsibility of the subcontractor to insure that certificates and endorsements from their subcontractors are received and current prior to the sub-subcontractor arrival on site.

The Subcontractor must establish and maintain a safety program implementing safety measures, policies and standards conforming, on a comprehensive basis, to its obligations under these paragraphs, which safety program shall include provisions for selection of safety methods and means, conveyance of information and instruction with regard to those safety methods and means to its employees, safety meetings of its employees at least once a week, maintenance of required safety reports and records, periodic inspections of its Work area and equipment to detect and correct hazardous conditions, safety rule violations and unsafe Work practices, and enforcement of corrective actions as required.

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Owner, the Architect, Contractor (including its affiliates, parents and subsidiaries) and other contractors and subcontractors and all their agents and employees from and against all claims, damages, loss and expenses arising out of or resulting from the performance of Subcontractor's Work, including but not limited to, any such claim, damage, loss, or expense is attributable to bodily injury, sickness, diseases, or death, or to injury to or destruction of tangible property (other than Subcontractor's Work itself) including the loss of use resulting there from, to the extent caused in whole or in any part by any negligent act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable.

ASBESTOS. The Subcontractor must notify the Contractor if any material containing asbestos is encountered during performance of the Subcontractor's Work. The Subcontractor is prohibited from storing or installing any equipment or material containing asbestos on the project site. The Subcontractor is solely responsible for the prevention of asbestos containing material or equipment to be installed as part of its Work.

HAZARDOUS MATERIAL. The Subcontractor must notify the Contractor if any Hazardous Material is encountered during performance of the Subcontractor's Work. The Subcontractor is prohibited from distributing, removing or storing of any equipment or materials deemed to contain hazardous material, unless required by the Contract Documents. The Subcontractor is solely responsible for prevention of hazardous materials being installed as part of its Work. All subcontractors are responsible for all disposal of chemicals and containers used in the construction of their work on this project. Subcontractors will provide OSHA required material safety data sheets on all chemicals before work is started.

SUBCONTRACTOR SAFETY REQUIREMENTS. Contractor is committed to the elimination of worker injury throughout our operations. Contractor's companywide commitment to Zero Injury is the only logical and humane approach to a safe workplace. We are no longer willing to tolerate any injury to our own workers, or to the worker of any contractor while engaged on our projects. Any lesser commitment conveys the erroneous message that accidents are inevitable and that some level of injuries are acceptable. Meeting this challenge will take time, hard work, and will require a commitment to safety from all employees and contractors on this project.

The following is the minimum criteria to work on this project and is strictly intended for the purpose of eliminating accidents and injuries at the project.

General Safety Requirements

1. Contractors must observe and follow all posted safety signs.
2. Contractors are expected to supply their own personal protective equipment.
3. Contractors must not create tripping hazards.
4. Contractors work area must be cleaned at least daily or more often if needed.
5. Adequate ventilation must be provided when using vapor producing materials or creating high dust levels. Contractor must notify Contractor 24 hours in advance whenever work is being done that may generate any hazardous odors or dust.

6. Contractors may not, under any circumstances, operate or disconnect any device used to control building services until permission has been obtained from the Owner's project manager, communicated through Contractor.
7. The following activities are prohibited and are causes for immediate dismissal:
 - Using alcohol or illicit drugs on site
 - Fighting or horseplay
 - Tampering with equipment
 - Possession of firearms
8. Contractors must investigate and report all work-related injuries and near misses to Contractor Project Manager and/or Superintendent. Contractor Investigation Team will also investigate incident. First aid treatment is the responsibility of the subcontractor. Subcontractor must have first aid trained foreman on site to meet the minimum standard as outlined by OSHA/State.
9. Site Management/Supervision will attend weekly contractor's site safety / progress meeting led by the Contractor's Superintendent.
10. All workers are required to attend a mandatory site safety meeting while actively working on this site. This safety meeting will be held on a regularly scheduled time and day as established by the Contractor's Superintendent.
11. Contractors will conduct weekly employee toolbox meetings and copy Contractor with material covered and attendance record. This meeting is scheduled and led by a Contractor representative.
12. No radios or headsets are allowed in work areas.
13. Contractors must submit safety plans and hazard specific work plans to Contractor.
14. Square Rebar caps or the equivalent are required on all exposed impalement hazards. Mushroom caps are not allowed. This includes but is not limited to rebar, form stakes, conduit etc.
15. Form stakes are to be capped immediately upon installation.
16. Forklifts are not allowed to lift any personnel for any reason. Man baskets attached to forklifts are not allowed.
17. Subcontractor's equipment, tools, and personnel must comply with OSHA/State Safety and Health Regulations for Construction.
18. No one under 18 years of age is allowed to work on Contractor's jobsites.
19. Immediately correct any unsafe acts or practices brought to your attention.

Personal Protective Equipment

1. 100% Eye protection will be required on the project. Those individuals with prescription eyewear that are not Z-87 safety glasses will however be allowed to wear them. It is suggested that employees with prescription glasses either purchase approved Z-87 safety glasses or be given safety glasses that fit over their prescription glasses to be used when the task requires safety glasses. Only clear glasses are allowed indoors or in low light work areas. Sunglasses are not acceptable eye protection at any time
2. A 100% Tie-Off policy is required when working in exposed areas six feet or more above the working surface or other protective systems must be provided as per OSHA regulation. Steel erection activities will meet the fall protection requirements of OSHA 1926 CFR Subpart R at a minimum.
3. Hard hats are required at all times.
4. Employees must be properly clothed while working. Minimum attire will include long pants, T-shirt and sturdy work boots. Shorts, tank tops and tennis shoes are not permitted.
5. Safety harnesses, lanyards, face shields, hearing protection and all other personal protective equipment must be worn where it is warranted by the hazard exposure or when required.
6. Dust masks/respirators must be worn for all jobs that produce exposure to dust or hazardous fumes in concentrations greater than the permissible exposure limit. All dust masks/respirators must meet NIOSH approval.
 - a. Personnel training for respirator utilization is required prior to use.
 - b. Prior to respirator utilization, personnel must be medically evaluated and fit-tested.
7. Hearing protection device (plug and/or muffs) must be worn when personnel are exposed to a hazardous noise level, at or above 85 decibels.

Housekeeping and Waste Disposal

1. All work areas, walkways, and passageways must be kept clean and debris free.
2. All non-hazardous wastes shall be placed in proper containers and removed from the site.
3. Hazardous waste (flammable liquids and solids, corrosives, reactive, poisonous, or toxic material) must be disposed of in accordance with United States Environmental Protection Agency (EPA), and State's Department of Ecology (DOE) regulation(s).
4. Scrap lumber must be piled in an orderly fashion with nails pulled or bent over to reduce hazards.
5. Spills must be cleaned up or contained immediately. Make proper notification, and perform disposal in accordance with EPA, and DOE (Ecology). This includes soil or other contaminated material resulting from a spill.
6. It is the responsibility of Subcontractor to keep a clean and safe job site as it pertains to its work. This improves work production and helps to prevent needless accidents.
7. Subcontractor will pick up all materials and waste from the areas that it worked at the end of each day and upon completion of its work.
8. If Subcontractor's work performed produced an amount of sawdust or dirt on a slab or floor, this will be swept up that day by Subcontractor.
9. Subcontractor is responsible to contain and control its waste material and trash until Subcontractor removes it from the site.
10. All lunch and break areas will be kept clean at all times. No food or drink containers will be left anywhere.
11. Smoking or chewing of tobacco products will not be allowed in the building at anytime.

Portland Cement

1. Construction employers must make washing facilities available for employees exposed to Portland cement. Washing facilities must provide clean water, non-alkaline soap, and clean towels. Such facilities must be readily accessible to exposed employees and adequate for the number of employees exposed.
2. OSHA standards require employers to provide training to communicate the hazards of exposure to Portland cement to their employees.

Fall Protection

1. Unattended floor openings must be covered, planking or sheathing strong enough to support the intended load, must be used. The cover must be suitably marked and secured. Instead of a cover, guardrails, mid-rails and toe-boards may be installed.
2. When working at heights greater than 6 feet, fall protection must be used. Acceptable methods include safety nets, guardrails or personal fall arrest systems. Safety belts are NOT acceptable for fall arrest; a harness must be worn when using fall arrest equipment. If fall protection is not feasible, a fall protection plan meeting the requirement of CFR 1926.502 (K) must be submitted. Steel erection activities will follow fall protection requirements in Subpart R at a minimum.
3. Any subcontract employees exposed to a fall hazard must provide certification of training by their employer. Copies of these cards should be kept in job files. Subcontractors must provide evidence of training that meets the standard if they do not issue cards to their employees.
4. Provide OSHA/State guardrail at open sided floor, deck platform or working surface when 6' (4' in Washington State) or more above adjacent floor or ground level.
5. All rebar 6 foot and shorter will be protected by rebar caps.

Steel Erection

1. Structural steel erection activities will meet the fall protection requirements of OSHA 1926 CFR Subpart R Steel Erection at a minimum.
2. Each steel erection company must provide a steel erection plan and comply with the requirements of OSHA 1926.750-761 Subpart R.

Scaffolding

1. Scaffold will be erected to include proper ladder or stair access, guardrails, toe-boards in all locations where materials are placed, and decked fully. Rolling scaffold will be equipped with brakes on all casters and a diagonal brace for mobile scaffolds other than baker scaffolds. Scaffolds will be fully decked and guardrails provided, or workers will wear fall protection consisting of full body harness with shock absorbing lanyard.
2. An identified competent person(s) will inspect scaffolds daily and provide copies to CONTRACTOR Superintendents, and will supervise all erection and dismantling operations.
3. All scaffolds exceeding a height to minimum base dimension ratio of 4: 1 will be secured. Anchoring, guying, tying off or bracing of scaffolds must be affixed to structurally sound components. It is crucial that ties be properly attached and able to carry both tension and compression loads.
4. All scaffolds installed on concrete or solid floors must have the manufacturer provided base plates for that system installed.
5. When scaffold plastic/wood sheeting is deemed necessary to allow for the protection of workers, the work being performed, or any area adjacent to the scaffold system, the plastic/wood sheeting will only be installed by the company responsible for erecting the scaffold. The OSHA standard requires that "Work on or from scaffolds is prohibited during storms or high winds unless a competent person has determined that it is safe for employees to be on the scaffold and those employees are protected by personal fall arrest system. Wind screens shall not be used unless the scaffold is secured against the anticipated wind forces imposed." It is the responsibility of the employer to ensure that the addition of a tarp or sheeting to a scaffold does not overload the scaffold. The addition of a tarp or other sheeting material would add lateral loads to the scaffold, which may not have been accounted for in its design. Under OSHA standards, such an addition would therefore be "an occurrence which could affect a scaffold's structural integrity," requiring a competent person to inspect it and make an assessment. CONTRACTOR will not install scaffold plastic/wood sheeting on any scaffold system that was not erected by CONTRACTOR. All scaffold sheeting must be installed in accordance with OSHA standards and inspected daily along with the scaffold system.

Fire Protection

1. Fire exits, exit corridors, emergency showers, electrical panels and fire extinguishers cannot be blocked.
2. Flammable liquids must be properly labeled, in OSHA approved cans and must be stored in approved locations. Plastic fuel containers are not allowed. Adequate ventilation must be present where flammable liquids are used or stored.
3. Contractors must supply their own approved fire extinguishers for hot work.
4. Fire retardant tarps may be required for spark-producing activities.
5. Smoking is allowed in designated areas only.
6. All flammable or combustible material shall be stored, dispensed, and used per the manufactures instructions, MSDS recommendations, local regulations, and UFC (Unified Fire Code).
7. Where welding, cutting, brazing, or soldering is performed, the subcontractor must have fire protection equipment (fire extinguishers, fire blankets), and fire watch in the area before work begins. Subcontractor must obtain hot work permit from Contractor.
8. All open flame work must be suspended 30 minutes prior to the subcontractor leaving the area/site.

Welding and Cutting

The following precautions must be taken for cutting and welding activities:

1. Approved helmets with proper face shields will be worn to protect against arc, radiation or spatter exposures.

2. Approved welding curtains must be provided to protect bystanders from exposure where necessary. Signs must be posted to warn personnel.
3. Proper ventilation must be provided at all times and especially when working in confined spaces.
4. Approved fire extinguishers must be provided by the contractor.
5. Fire watch personnel may be required when welding or cutting inside the building in high-risk areas.
6. Compressed gas cylinders must be secured at all times and the protective cap in place when not in use.

Electrical

1. All electrical tools and equipment will be properly grounded. Absolutely no defective tools may be used on site.
2. Extension cords are allowed to be used on a temporary basis only, and in conjunction with a OFCI. All extension cords must be 12 gauge or larger.
3. Portable Class A ground fault circuit interrupters are required when using any portable and held power tool.
4. When working on or near live electrical components the following practices are required:
 - a. no conductive clothing or jewelry can be worn
 - b. tools must be properly insulated
 - c. contractor employees must be qualified to work on or near live equipment (contractor supplies training)
 - d. exposed electrical components that could be a potential shock hazard to others in the area must be posted with a warning sign or barricade.
5. Only properly trained and qualified personal will perform electrical work.
6. The subcontractor's written Lockout/Tagout/Tryout procedure must be on site and followed.

Equipment and Tools

1. Subcontractor workers must have proper training prior to tool use.
2. Internal combustion-driven equipment cannot be used inside the building unless adequate ventilation is provided, and approved by Contractor.
3. All construction vehicles such as dump trucks, ready mix rigs, earth movers, forklifts, etc. must be equipped with audible alarms that sound a continuous warning as the vehicle is backing up. Seat belts must be used as required.
4. All forklift operators must be trained and certified to operate the forklift. A certification card or some other means of training documentation must be at the jobsite or with the operator at all times.
5. Pneumatically powered tools must be secured to the hose.
6. Only low velocity powder actuated tools are allowed on site. Operators must present evidence that they have been trained in the use of this equipment.
7. All power equipment and machinery must be shutdown when not in use; never leave machinery running unattended.
8. Any machine part, function, or process, which may cause injury, must be guarded. Where the operation of a machine or accidental contact with it can injure an employee, the hazard must be either controlled or eliminated.
9. Inspect all equipment and tools before each work shift for defects or damage. Damaged or defective equipment or tools must be removed from service by tagging "Do Not Use" or physically removing from the jobsite. All equipment and tools must be professionally maintained.
10. All subcontract employees operating any lift equipment must be able to provide proof of training if requested.
11. When work is being performed overhead, subcontractor to provide suitable barricades to protect the area below.
12. Subcontractor workers must be knowledgeable concerning the elevated work platform's capacity and operational limitations.

Stairways/Ladders

1. Ladders must have nonconductive side rails. Aluminum ladders are not allowed on CONTRACTOR jobsites.
2. A stairway or ladder must be provided at all worker points of access where there is a break in elevation of 19 inches or more and no ramp, runway, embankment, or personnel hoist is provided.
3. When there is only one point of access between levels, it must be kept clear to permit free passage by workers.
4. Except during construction of the actual stairway, stairways with metal pan landings and treads must not be used where the treads and/or landings have not been filled in with concrete or other material, unless the pans of the stairs and/or landings are temporarily filled in with wood or other material.
5. Portable ladders with structural defects-such as broken or missing rungs, cleats, or steps, broken or split rails, corroded components, or other faulty or defective components-must immediately be marked defective or tagged with "Do Not Use" or similar language and withdrawn from service until repaired.
6. Ladders must be used properly. Stepladders should not be used as an extension ladder. Ladders must have safety feet or a kick plate installed.

Cranes

1. All cranes must be inspected annually by a competent person and daily by the operator.
2. Always be sure that the operator and signal persons are in direct and clear view, or in communication by phone.
3. Never carry a load over other workers.

Hazardous Materials

1. MSDS's must be submitted to Contractor prior to any chemical or hazardous material being brought on site.
2. All containers must be labeled.
3. Oil drips and other spills must be cleaned up immediately.
4. Hazardous waste must be disposed of correctly.

Confined Space Entry

1. Subcontractors may not enter confined spaces without a Confined Space Entry Permit. Subcontractors must be trained in confined space entry procedures as well as related procedures (e.g. use of respirators) prior to working in confined spaces and must utilize their company's Confined Space Entry Permit.
2. Subcontractors must have Industrial Hygiene atmospheric monitoring equipment available.
3. Subcontractors must have rescue/retrieval equipment available at point of entry. Workers must provide training records.
4. Conduct air monitoring of any confined space to determine if the space is a permit required confined space.
5. Subcontractor will coordinate entry operations with Contractor's Superintendent of the jobsite.
6. Inform Contractor's Superintendent of the jobsite of the permit space program that will be utilized.
7. Hold a debriefing conference at the completion of the entry operation or during the entry operation, if needed, to inform Contractor of any hazards confronted or created.

Excavations and Trenching

1. Whenever subcontractor performs trenching or excavating work, subcontractor shall appoint and have on site a competent person who will be present throughout trenching and excavation work.
2. In trenches and excavations up to 5 ft. deep (4 ft. in Washington State) with vertical side, where there is no trench shoring, subcontractor workers may work only if competent person allows it.
3. All workers are forbidden from entering trenches and excavations over 5 ft. deep (4 ft. in Washington State) that are not shored, sloped or benched above the 5 ft. deep (4 ft. in Washington State). Trenches and excavations that are shored, sloped, or benched must be approved for entry of workers by the competent person.
4. All excavations or trenches must be:
 - a. Protected with barricades, flashers, signs or similar warnings
 - b. Adequately sloped or shored when 5 feet or more in depth
 - c. Equipped with ladders every 25 feet for trenches.
 - d. Inspected by a "Competent Person" as required by OSHA standards.
 - e. A registered professional engineer must design any excavations that are greater than 20 feet in depth.
5. High visibility vests must be worn and employee training conducted when working near Mobile Earth Moving Equipment and other vehicular traffic on site.

Heavy Equipment

1. Heavy equipment is equipment operated on site such as forklifts, backhoes, track-hoes, crawlers, cranes, boom trucks, man-lifts, etc.
2. Subcontractor will have qualified operators on all equipment.
3. Subcontractor will inspect all of its equipment per the manufacturer's instructions daily. Defective equipment will be pulled out of service until it has been repaired
4. Subcontractor will maintain all equipment in accordance with manufacturer's requirements.
5. Subcontractor will operate equipment within rated capacity.
6. Equipment will have working back-up alarms.

Flaggers

1. Subcontractor must provide trained and properly equipped (per OSHA/State) flaggers for all work in public right of ways, work affecting public right of ways or deliveries interrupting public right of ways.

Material Handling and Storage

1. Keep all solvent waste, oily rags, and flammable liquids in fire-resistant covered containers until removed from the work site.
2. Inspect rigging equipment for material handling prior to use on each shift and as necessary during its use to ensure that it is safe. Remove defective rigging equipment from service.
3. Make sure that all materials stored in tiers are stacked, racked, blocked, interlocked, or otherwise secured to prevent sliding, falling, or collapse.
4. It is not the responsibility of Contractor to supply warehouse space for materials supplied and installed by Subcontractor.
5. If materials are stored in the building, Subcontractor will neatly stack or store materials in an allotted location in a manner that will allow movement to perform any necessary work in or around this area.
6. Subcontractor will be responsible for the protection of its materials from damage and/or loss.
7. If materials must be moved to allow work to be performed, the Subcontractor of the material will be responsible to move it.
8. Subcontractor will store bulk materials, such as pipe, conduits, duct board, sheet metal, wire, etc. outside of the building under construction, unless granted permission to otherwise by Contractor.
9. Subcontractor will remove all extra material from the site as soon as possible.

Lockout/Tagout

1. Wherever applicable, lockout/tagout procedures must be followed to control hazardous energy and prevent the unexpected start-up of equipment or release of stored energy. LOTO is required for ANY source of hazardous energy including but not limited to:
 - **electrical**
 - **thermal**
 - **gas**
 - **hydraulic**
 - **mechanical**
 - **liquid chemical**
 - **pneumatic**
 - **radiation**
2. It shall be a condition of employment for all outside contractors to abide by the CONTRACTOR lockout/tagout procedure.

Orientation / Safety Education

1. All contractors are required to orientate and train their employees of the hazards and procedures required to perform their job. (i.e. confined space, fall protection, respiratory protection, scaffold erection and dismantling, trenching and excavation, etc.)
2. All subcontract employees must review site specific safety information with CONTRACTOR superintendents before beginning work. Site specific orientation sheets must be signed and will be maintained on file. Safety violations may result in disciplinary action up to and including permanent removal from the jobsite.

Job Hazard Analysis

1. When requested, contractors must be able to produce job hazard analyses for upcoming tasks. This consists of identifying potential hazards and recommending the safest way to do the job.
2. Job Hazard Analysis (JHA) will be part of Subcontractor's Site Specific Safety Plan. JHA forms identifying each task of the subcontractor's work, the hazards of that work and the protection or prevention measures to be taken by the Subcontractor to address the hazards will be prepared in writing by the Subcontractor. The JHA will be used by Subcontractor to instruct Subcontractor's crew on the hazards of the work. A copy will be provided to Contractor's Superintendent.

Safety Discipline

Subcontractor shall have and enforce a disciplinary action schedule conditioned upon the occurrence of any safety violations being discovered, which schedule should vary depending upon the severity of the violation. Whenever requested by Contractor, Subcontractor shall provide all necessary and pertinent information regarding any and all safety matters and violations to Contractor.

Submittal of Safety Plans

Subcontractor agrees, in accordance with Contractor's directives to submit to Contractor its written Accident Prevention Plan and Site Specific Safety Plan. Such submittal shall be made prior to Subcontractor's mobilization to the site and shall be an express condition precedent both to Subcontractor's right to commence performance and its right to receive compensation. Any delays caused to Contractor or the project due to Subcontractor's failure to comply with these provisions shall subject Subcontractor to any and all damages incurred by Contractor or other affected parties. Receipt of Subcontractor's safety plans by Contractor does not constitute approval of said plans. Subcontractor is solely responsible for content of Safety Plans and for adhering to the same while performing its work.

Violations Found During a Safety Inspection

1. If a safety violation by Subcontractor is found during Contractor inspection, Subcontractor company name and employee name will be noted on the violation report.
2. The Superintendent on site or authorized Contractor Representative will explain the violation to the subcontractor Supervisor/Representative.
3. The violation must be corrected immediately. In the event Subcontractor does not promptly correct any safety violation, Contractor may order Subcontractor to cease all operations on the jobsite until all violations are corrected. In the event Subcontractor fails to do so, Contractor may correct the violations and charge all costs of compliance to Subcontractor. The violation must be signed off as corrected on the violation report by the Superintendent or Contractor Representative and the Subcontractor Supervisor/Representative.
4. A copy of the violation report with correction dates and signatures will be filed at Contractor main office.
5. All violations against a Subcontractor will remain on file for a period of two years. All violations and offenses are cumulative for the two-year period. Therefore, the violations and offenses will carry over to other projects for a period of two years.

Disciplinary Actions

The following disciplinary actions are in addition to above violations actions.

1. First Offense: Written violation distributed to Subcontractor and Contractor offices. All written violations shall remain on Contractor's Subcontractor data sheets for two (2) years.
2. Second Offense: Written violation (as stated above) and a \$150 fine.
3. Third Offense: Written violation (as stated in First Offense) and a \$300 fine. Contractor may also submit the written violations to OSHA/State.
4. Fourth Offense: Possible contract termination for willful breach of contract.

If a violation is found by either OSHA and/or State Safety Inspectors, a copy of the inspection will remain in the Subcontractor's file in Contractor main office for a period of two (2) years.

Coordination in English

If Subcontractor employs non-English speaking workers or non-English speaking lower tier-Subcontractors on site, Subcontractor will provide English speaking foreman on site for the duration of its work. Such Foreman will be able to communicate with and direct non-English speaking workers.

At least one English speaking representative of Subcontractor will attend all Contractor safety meetings and promptly communicate information discussed to all other Subcontractor employees and lower tier Subcontractors.

Owner/Operator or Worker

Subcontractor and lower tier Subcontractors that have company owners performing work on the jobsite shall adhere to all OSHA/State safety regulations that would apply to employees performing the same work. For example, the owner of a roofing company installing shingle roofing on a roof slope greater than 1 in 4 must be tied off in compliance with the fall protection program. There are no exemptions from safety requirements for owners performing work on the jobsite, regardless of whether or not they are covered by State or Private Workmen’s Compensation programs.

Crew Leader - Crew (Toolbox) Safety Meetings

Subcontractors and their employees, when on site at the time of the meeting, will be required to attend the Contractor’s weekly toolbox safety meeting. Any of the requirements of Government Safety Regulations not satisfied by Contractor’s safety meetings shall be the responsibility of the individual employers. If after Subcontractor has started its work on site and before Subcontractor’s work on site is completed, Subcontractor’s personnel miss Contractor’s weekly toolbox safety meeting or Contractor does not hold weekly toolbox safety meeting, then Subcontractor must hold weekly tool box safety meetings for all its employees and submit minutes of each meeting to Contractor.

Subcontractors that employ non-English speaking persons must provide someone to verbally translate the weekly toolbox safety meetings into the language of the non-English speaking personnel. Subcontractors may conduct additional safety meetings for their crew as necessary to keep their crew members safe throughout the work. However these additional meetings will not replace the requirement to attend the Contractor’s weekly toolbox safety meetings.

I have reviewed the Subcontractor Safety Compliance Program and accept responsibility for maintaining a safe and healthful work environment. I also accept the responsibility of informing all my employees of the Subcontractors Safety Compliance Program.

Dated: _____

{ToCompany.Name}
(the Releasing Party)

By: _____

Signature

{Contracts.ToSignedBy}

Printed Name

Its: {Contracts.ToSignedBy}

Print Title

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ATTACHMENT G - INDEMNIFICATION ADDENDUM

{Contracts.ContractNumber} - {Projects.Name}

{Company.Name} (hereinafter Subcontractor) agrees to defend, indemnify and hold Rushforth Construction Co., Inc. (hereinafter Contractor) and {LegalDocInfo.Owner} (hereinafter Owner) harmless from any and all claims, demands, losses and liabilities arising from, resulting from or connected with services performed or to be performed under this Subcontract by Subcontractor or Subcontractor's agents or employees to the fullest extent permitted by law and subject to the limitations provided below.

Subcontractor's duty to indemnify Contractor and Owner shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Contractor or Owner or Contractor's or Owner's agent or employees.

Subcontractor's duty to indemnify Contractor and Owner for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Contractor or Contractor's agents or employees, and/or Owner or Owner's agents or employees, and (b) Subcontractor or Subcontractor's agents or employees, shall apply only to the extent of negligence of Subcontractor or Subcontractor's agents or employees.

Subcontractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under worker's compensation acts, disability benefits acts, or other employee benefits acts; provided Subcontractor's waiver of immunity by the provision of this paragraph extends only to claims against Subcontractor by Contractor, and does not include, or extend to, any claims by Subcontractor's employees directly against Subcontractor.

Subcontractor's duty to defend, indemnify and hold Contractor and Owner harmless shall include, as to all claims, demands, losses and liability to which it applies, Contractor and/or Owner's personnel-related costs, reasonable attorneys' fees, expert fees, court reporter costs, court costs and all other claim related expenses.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

RUSHFORTH CONSTRUCTION CO., INC.

General Contractor

By: _____

Authorized Signature:

{Contracts.FromSignedByTitle}

Title

{Company.Name}

Subcontractor

By: _____

Authorized Signature

{Contracts.ToSignedByTitle}

Title

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ATTACHMENT H - DRUG FREE AWARENESS POLICY

{Contracts.ContractNumber} - {Projects.Name}

Applicability

There has been an increased awareness that alcohol and drug dependency causes problems at work sites. Therefore, suppliers, subcontractors, and their sub-tier subcontractors, hereinafter referred to as subcontractors for the purposes of this policy, are to notify their employees that the following policy is in effect at all Rushforth Construction Co., Inc. project sites. All subcontractor employees entering Rushforth project sites must abide by the following formal written policy. Any subcontractor employee that violates the policy will be removed from the project site and will subject his/her company to disciplinary action.

Drug Free Policy

1. Breach of Contract: The consumption, use, possession, transfer, manufacture, solicitation, attempted or actual sale, purchase, distribution, or dispensing of controlled substances or alcohol on any Rushforth project property is prohibited. Subcontractors that fail to enforce this policy will be in material breach of their subcontract with Rushforth, which will be considered a basis for termination of their contract.
2. Alcohol: The consumption, use or transfer of alcohol and/or possession or transfer of open containers with alcohol in them is prohibited on Rushforth project property.
3. Under the Influence: Being under the influence of illegal drugs, controlled substances or alcohol at the project site is prohibited.
4. Participation: Participation or acquiescence in any of the aforementioned actions is prohibited.
5. Medications: Employees who are using legally prescribed medication or over-the-counter medication may constitute a safety hazard because their ability to perform their job could be compromised by the medication. Such employees must report the usage of said medications to their supervisor prior to beginning work on the site. They must also report any changes in the usage of said medications. The subcontractor's supervisor will determine if the employee can perform his/her duties on site. Any prescribed medications will be contained in the original dispensing container. Any prescription must be in the worker's name and be not more than one year old.

Dated: _____

{Company.Name}

(the Releasing Party)

By: _____
Signature
{Contracts.ToSignedBy}
Printed Name
Its: {Contracts.ToSignedByTitle}
Print Title

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ATTACHMENT I – SUBCONTRACT INCLUSIONS AND EXCLUSIONS

{Contracts.ContractNumber} - {Projects.Name}

Scope of work includes, but is not limited to, the following as defined in the Contract Documents and as required for a full and complete installation:

Specific Inclusions:

Item	Description
{ContractInclusions.ItemNumber}	{ContractInclusions.Description}

Specific Exclusions:

Item	Description
{ContractExclusions.ItemNumber}	{ContractExclusions.Description}

Alternates / Unit Prices:

Rushforth Construction Co., Inc. at its sole discretion may by written modification to this subcontract utilize the following alternates and/or unit prices. Subcontractor agrees to advise contractor work which is impacted by any alternate. Unit prices are valid for six months after the completion of the job and include all overhead and profit.

Item	Description	UOM	Unit Price
{ContractAlternates.ItemNumber}	{ContractAlternates.Description}	{ContractAlternates.Notes}	{ContractAlternates.Reference}

Compilation of Subcontract Amount:

Item	Budget Code	Description	Notes	Qty	UOM	Unit Price	Subtotal
{ContractSchedOfValues.ItemNumber}	{ContractSchedOfValues.BdgtCode}	{ContractSchedOfValues.Description}	{ContractSchedOfValues.Notes}	{ContractSchedOfValues.ScheduledQty}	{ContractSchedOfValues.UOM}	{ContractSchedOfValues.UnitPrice}	{ContractSchedOfValues.ScheduledValue}

TOTAL							{Contracts.OrigValue}
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