CONSIGLI

Est. 1905

Subcontract

#

To:

Date:

Job:

Job Address:

Description:

Scope of Work:

Provide all labor, materials, equipment and supervision required to complete all of the

for the project as specified and as shown and as further modified and/or clarified in accordance with the subcontract exhibits, as listed below, which are attached hereto and hereby made a part here of.

EXHIBIT "A" - SUBCONTRACT GENERAL CONDITIONS
EXHIBIT "B" - SUBCONTRACT SPECIAL CONDITIONS
EXHIBIT "C" - SCHEDULE OF WORK
EXHIBIT "D" - SUBCONTRACT PRICING
EXHIBIT "E" - PROJECT SCHEDULE REQUIREMENTS
EXHIBIT "F" - SCHEDULE OF DOCUMENTS
EXHIBIT "G" - PROJECT SAFETY REQUIREMENTS
EXHIBIT "H" - PROJECT SPECIFIC REQUIREMENTS
EXHIBIT "I" - RECYCLING ATTACHMENT
EXHIBIT "J" - INSURANCE REQUIREMENTS

SAMPLE

Total Subcontract Amount:

Retainage Percent:

Bonds Required (Yes/No):

Date

Consigli Construction Co., Inc.

Date

Consigli Construction Co., Inc. Construction Managers and General Contractors
Enfield, CT • Portland, ME • Milford, MA

EXHIBIT "A"
Subcontract General Conditions

ARTICLE 1 — WORK TO BE PERFORMED

A. The Subcontractor shall furnish and install all work, labor, materials, equipment and supervision, and shall assume, perform, and furnish everything necessary for the prompt execution and proper completion of the work described herein, all in complete accordance with the General Contract Documents as hereinabove defined which, are specifically incorporated herein and made a part hereof by reference, and further defined in Exhibit "F" – Schedule of Documents, attached hereto.

B. Subcontractor does further agree to be bound to the Contractor by the aforementioned General Contract Documents and all other instruments herein referred to and further to assume toward the Contractor all the obligations and responsibilities pertaining to the work that the Contractor by the aforesaid General Contract Documents has assumed to the Owner including the furnishing of such warranties and guarantees as are required in the General Contract Documents. The Subcontractor shall comply with all rulings, orders, instructions, and operating procedures issued or promulgated by the Contractor with respect to said work described below. The Subcontractor further agrees that the Contractor shall, in connection with the work called for by the Subcontract, have all rights, privileges, and immunities which the Owner has in connection with its Contract with the Contractor.

ARTICLE 2 — TIME OF PERFORMANCE

A. Time is of the essence of this Agreement. Accordingly, the Subcontractor shall commence work upon notice from the Contractor and shall promptly and expeditiously perform said work in accordance with the instructions of the Contractor utilizing union or open shop labor, as agreed to in Exhibit C of this Agreement, which can work in harmony with Contractor, provide approved materials, equipment, and tools in such quantities and of such types as required to meet the Project Schedule defined in Exhibit "E" of this Agreement. Subcontractor may be required to work overtime, if the Contractor deems necessary, in order to complete the work of their trade.

B. The Subcontractor shall complete its work in sufficient time to allow the Contractor and all other Subcontractors to complete the entire project within the Contractor's planned schedule as further defined in Exhibit "E" – Project Schedule Requirements. If requested by the Contractor, the Subcontractor shall furnish a progress and/or recovery schedule to the Contractor in such detail as the Contractor requires to meet Subcontractor's obligations and to allow Contractor to fully assess the Subcontractors schedule impact on the overall Project Schedule.

C. If the Contractor determines the Subcontractor has not fulfilled it contractual obligations to meet the schedule requirements as defined in Exhibit "E" of this agreement then the Contractor shall have the following remedies:

1) Issue a deductive change order to remove all or portions of the Subcontractors remaining work from this Agreement and perform it directly or with other Subcontractors.

2) Augment the Subcontractor's crew with additional qualified manpower. The cost for the additional manpower will be paid by the Subcontractor.

3) Deduct the actual or potential Liquidated and/or Actual Damages

4) Terminate this Agreement if the Subcontractor is found to be in breach per Article 14

D. In the event any delay in the completion of the work is caused or occasioned by the Subcontractor which causes or results in damages being incurred by the Contractor including, but not limited to actual or potential assessments of liquidated damages against the Contractor, a sum equal to all such damages or expenses including liquidated damages as assessed shall be chargeable to and paid by the Subcontractor to the Contractor.

E. Liquidated Damages if any, are defined in Exhibit "B" of this Agreement

ARTICLE 3 — INSURANCE AND BONDS

A. The Subcontractor shall, at its sole expense, maintain in effect at all times during the performance of the Subcontract, insurance coverage with limits not less than those set forth in Exhibit "J" attached hereto (unless modified in Exhibit "C" of this Subcontract), under forms of policies satisfactory to the Contractor and Owner.

B. Any insurance policy obtained by the Subcontractor to fulfill the insurance requirements of the subcontract shall name the Contractor and Owner as an "additional insured" and provide that such insurance shall be deemed primary insurance to any similar insurance the Contractor may obtain for its own benefit which shall be excess or secondary but not contributing insurance. Each such policy obtained by the Subcontractor shall provide that the insurer shall defend any suit against the Contractor, its officers, agents, or employees even if such suit is frivolous or fraudulent, so long as such suit results from Work of Subcontractor.

C. Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 3 shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required by the "General Contract Documents"to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

D. The Subcontractor agrees to furnish insurance which shall insure all its equipment and tools and any tools and equipment rented to the Contractor for its use on other portions of the Contract or elsewhere which also lists the Contractor as an additional insured.

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E. The Subcontractor shall dischar
and all claims and liabilities ari damage t
its insurance carrier that it has w ts against

F. If the Subcontractor shall fail to
insurance in the name and at the

G. Subcontractor shall at its own e
and payment bonds to secure th
equal to 100% of the Subcontrac

H. In the event the Subcontractor s
work to another Subcontractor Subcontractor in
differential.

ARTICLE 4 — INDEMNIFICATION

A. To the extent permitted by law, save the Contractor and Owner wh harmless
claims, liabilities, liens, demar of any injury to persons, damage to property,
assessments, or any loss of wha uence of the performance of the Subcontractor's
and (2) assume, on behalf of t l employees, the defense of any claim or actio
brought against the Contractor, i hall reimburse the Contractor for attorneys' fe
incurred by the Contractor with tted by law, the Subcontractor further agrees to Indemnify
defend, and hold harmless the C us, demands, and causes of action by any party ar of or i
consequence of the acceptabili erformance of the Subcontractor's work or mat
regardless of whether or not f of actio caused in part by a party indemn
Subcontractor will defend all su reimbu s Contractor with respect to any such

B. In claims against any person o entity indemnified under th paragraph by an employee of the Subcontractor, the Subc
subcontractors, anyone directly ctly employed by them or anyone for whose acts they may be liable, the indemnific obligation
under this paragraph shall not b limited by a limitation on a ount, or type of damages, for the
Subcontractor or the Subcontract r's sub-subcontractors under w kers' or workmen's co
employee benefit acts.

ARTICLE 5 — TAXES, LICENSES, PER ITS, AND COMPLIANCE WITH PUBLIC LAWS

A. Subcontractor shall pay the amou of any and all taxes wh soever levied against
or as a consequence of any opera ns conducted under this Agreement or any of th
"B" ,of this Subcontract, as not re ired.

B. Subcontractor shall comply with ntractor's jobsite procedures
regulations and shall obtain all pe mits required (excluding the g
shall procure and pay for all permi and inspections required for
required to permit performance o the work. Subcontractor sha tent permissible mply with the provision
Project Labor Agreement which a lies, and lawfully applies to specific jobsite l g performed the Subcontract, if defin
Exhibit "C" of this Subcontract. ntractor shall pay rates of of work and
of employment as required by th Agreement or required by law

C. Subcontractor further warrants to familiar with and shall al
Occupational Safety & Health Act, Equal Employment Opp
Programs, Minority Manpower Pr ams, the Immigration Cont
federal, state, municipal, and oth laws, regulations, and rulings
days whatever documents or infor ation is required by the Con
municipal, or other regulatory laws, ordinances, or regulations.

D. Subcontractor is obligated to pr jobsite
to provide a safe place to work, federal,
performance of the work. Subc
safety of its employees and its c
any other safety programs in eff
Contractor's opinion, a safety vi

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and (1) Subcontractor is decerti
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F. Subcontractor shall at all times c
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equipment to discover, determin

ARTICLE 6 — PROSECUTION OF TH

A. The Subcontractor shall supply a
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B. Final Payment

1) Final payment constituting the entire unpaid balance of the Subcontract Sum, including retainage, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. Receipt of final payment by the Contractor from the Owner shall in each instance be an express condition precedent to the right of the Subcontractor to receive payment from Contractor, its payment bond surety or its statutory lien bond surety. Subcontractor shall not be entitled to final payment from Contractor, its payment bond surety or its statutory lien bond surety unless, until and then only to the extent such payment has been received by Contractor from Owner regardless of the reason Owner has withheld payment.

2) Before issuance of the final payment, the Subcontractor shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials, equipment and subcontractors, and all known indebtedness connected with the Subcontractor's Work have been satisfied.

3) The payment of any current estimates or of any retained percentage hereunder shall not be construed as an acceptance of defective or improper materials or workmanship.

ARTICLE 9 — DELAY

A. The Subcontractor shall have no claim for damages for delays, hindrances, and obstructions to its work, or other such elements no matter how or by whom caused. In case of such delays, hindrances, or obstructions not due in any part to the Subcontractor's fault, Subcontractor shall be entitled only to such extension of time of performance as may be allowed by the Contractor provided that Subcontractor has given written notice within five (5) days of the commencement of the delay in form and substance to the satisfaction of the Owner and the Contractor. Subcontractor shall only be entitled to receive from the Contractor the amount of compensation actually received by the Contractor from the Owner on account of any loss, costs, or damage to Subcontractor subject to any claims of the Contractor against the Subcontractor.

ARTICLE 10 — CLAIM OF SUBCONTRACTOR

A. The Subcontractor shall have no claim for extra or additional compensation or for any damage allegedly sustained or for any changes or modifications to its work unless it shall have first complied with all the applicable terms and provisions in the General Contract Documents pertaining to submission of claims, changes, modifications, and damages. The Subcontractor shall pay a proportionate share of all expenses including attorneys' fees incurred by the Contractor to prosecute Subcontractor claims. In no event shall the Contractor become or be liable to the Subcontractor on account of any such claims in excess of the amount actually received by the Contractor from the Owner on account of such claim.

ARTICLE 11 — CLAIMS AGAINST SUBCONTRACTOR

A. The Subcontractor shall promptly pay or discharge all bills, obligations and charges incurred in connection with the prosecution of any of its work hereunder and shall, to the extent permitted by law, promptly take all necessary steps to hold the Contractor fully harmless and indemnified from any cost, attorneys' fees, loss, or damage arising therefrom. Any such costs not paid by the Subcontractor as aforesaid may be deducted from sums due the Subcontractor hereunder.

B. Contractor may in its sole discretion issue joint, multi-party or direct checks to any lower tier Subcontractor or Supplier without incurring any contractual obligation to the lower tier Subcontractor or Supplier for unpaid invoices.

C. Immediately upon request from the Contractor, Subcontractor will provide a listing will all backup documentation of all Subcontractors and Suppliers with Contract amounts.

ARTICLE 12 — SUPPLEMENTAL DOCUMENTATION REQUIREMENTS

A. The Subcontractor shall, on request of the Contractor, furnish certified payrolls, certified materials' certificates, required by Equal Employment Opportunity and Affirmative Action programs of the federal and state government or such further documentation as may be required by the Contractor to establish that Subcontractor has kept current in its payments to Subcontractors, material suppliers, workmen, governmental agencies, or labor organizations and otherwise complied with all General Contract requirements. Any payments due to Subcontractor may be retained by the Contractor to assure Subcontractor's compliance with the provisions of this Article.

ARTICLE 13 — ASSIGNMENT

A. Neither this Subcontract nor any of the funds due or becoming due hereunder may be assigned or sublet by the Subcontractor without the prior written consent of the Contractor. The Subcontractor shall accept any assignment of this subcontract if directed by the Contractor or Owner.

ARTICLE 14 — REMEDIES OF CONTRACTOR

A. The Subcontractor stipulates and agrees that each of the agreements and covenants herein contained, and by it made, constitutes a material condition of this Subcontract. In the event of any breach by the Subcontractor of any condition of this Agreement or of the General Contract Documents herein incorporated by reference, then, and in that event, the Contractor may, in addition to all other remedies available under the law:

1) Withhold further payments otherwise due or becoming due Subcontractor and/or Supplier.

2) Terminate the Subcontract for default in the following manner:

The Contractor shall give to the Subcontractor written notice of the breach or breaches, and, unless said breach or breaches are cured by Subcontractor within four (4) days from the date of the notice, the Subcontract shall be deemed terminated for default except for cessation of work in which case termination shall be upon twenty-four (24) hours' notice as provided in Article 6.

3) At any time with or without notice to Subcontractor, Contractor may take all necessary steps to cure any default by Subcontractor.

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ARTICLE 15 — CONVENI

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ARTICLE 16 — DISPUTE R

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ARTICLE 18 — SEVERABI

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mobilization costs, demobilization costs, and associated utility and power hook-up costs as well as the removal of any temporary utility and power hook-ups noted above, at the project completion.

15. **WEEKLY MEETINGS** – The Subcontractor's on-site personnel will be required to attend weekly project mandatory meetings with the Contractor's on-site personnel, and other appropriate parties when directed by the Contractor's Project Manager. Absence from required meetings will result in a fine of $500.00 per incident.

16. **TASK LIGHTING** – Temporary construction lighting within OSHA standards shall be provided by the Electrical Subcontractor. Any additional task lighting as required to properly complete this Subcontract Work shall be the responsibility of the Subcontractor.

17. **PERFORMANCE AND PAYMENT BONDS** - The Subcontractor shall furnish a Performance and Payment Bond in a form and from a surety satisfactory to the Contractor in the amount of the full value of the Subcontract Agreement. Premiums for said bond are to be paid by the Subcontractor, and the costs for same are included in the Subcontract Price. Having satisfied all conditions of awards as set forth elsewhere in these documents, the Subcontractor shall, within a five (5) day period, furnish Performance and Payment Bonds. In the event that the Subcontractor fails to provide the required bonds within five (5) days, or within such extended period as the Contractor may grant, the Contractor may award the Subcontract Agreement to the next responsible Bidder.

18 **SUBGUARD (SDI)** – It is mutually understood and agreed that this project has been included in the Consigli Subguard (SDI) program, therefore all Subcontractors with a Subcontract value of $100,000 or more must be pre-qualified prior to qualifying for completing any work on this project. In addition, the Contractor may choose to require Performance and Payment Bonds for the work, although this shall be left up to the sole discretion of the Contractor.

19. **PREQUALIFICATION** - The Subcontractor shall be required to comply with the Contractor's prequalification procedure prior to starting work on site. Non compliance with this procedure may result in the Subcontractor being required to furnish a Performance and Payment Bond in a form and from a surety satisfactory to the Contractor in the amount of the full value of the Subcontract Agreement.

20. **HARMONY** - It is understood that contracts will be awarded and labor will be employed on the project herein described without discrimination as to whether employees of any Contractor, Subcontractor or the Owner of the project are members or non-members of any labor organization, and the Subcontractor accepts this Subcontract with that understanding. No dispute between labor organizations and the Subcontractor shall be permitted to occur or be manifested on the project described herein, and the Subcontractor agrees to employ only men, women, and mechanics on the Work and to enter into agreements only with suppliers of materials and with sub-subcontractors who will work at all times in harmony with other men, women, and mechanics on the project regardless of their membership or non-membership in labor organizations.

Should there be a work stoppage or slowdown caused by a strike, picketing, boycott or by a voluntary or involuntary cessation of work by employees of the Subcontractor or of any supplier of the Subcontractor or of any sub-subcontractor, which in the judgment of the Contractor and the mutual agreement with the subcontractor will cause, or is likely to cause, unreasonable delay in the progress of construction, then upon forty-eight (48) hours' written notice the Contractor shall have the right to declare the Subcontractor in default of this understanding and agreement and of the Subcontract and to take such steps as are necessary to finish the uncompleted portion of Work. In such event, the Contractor shall be under no obligation to make further payment to the Subcontractor and shall deduct the costs of any substituted performance, including an amount equal to 15% thereof representing Contractor's overhead, for any sums which may be due to the Subcontractor. In addition to the foregoing, the Contractor shall have the right to exercise all remedies available to it under the Subcontract for default by the Subcontractor including the right to take possession of and use all of the Subcontractor's materials intended for use on the Work. If after default by the Subcontractor the entire Work is fully and completely finished and the Owner makes payment to the Contractor in accordance with the Construction Agreement, then the Contractor shall pay to the Subcontractor any amounts due the Subcontractor for labor and materials actually provided but only to the extent of any surplus remaining after payment for the substituted performance, including the Contractor's overhead as provided above. If the cost of substituted performance exceeds the amount due to the Subcontractor, the Subcontractor shall pay the difference to the Contractor on demand.

21. **GENERAL PROTECTION - HAZARDOUS MATERIALS** - It is mutually understood and agreed that the project at hand may involve renovation of existing building(s). If this is the case, the existing building(s) may contain lead, asbestos, or other hazardous materials. Therefore, it shall be the responsibility of the each Subcontractor to thoroughly review the existing site conditions, existing building elements and any environmental reports and/or surveys prior to commencing work. If it is confirmed that hazardous materials of any kind exist, it shall be the responsibility of the Subcontractor to train all employees with respect to protection from said hazardous materials in accordance with all applicable OSHA standards and regulations prior to commencing work on site.

22. **UTILIZING CONSIGLI SHAREPOINT** - This project will utilize the Consigli controlled master data base for all project documentation. This data base, known as Sharepoint, will be accessed through the internet and will be updated in real time by project team members such as the architect or Consigli. This contractor will be issued a user name and password and will be expected to obtain drawings, sketches RFIs, meeting minutes, coordination drawings, schedule updates, change information, etc via this database. Consigli will notify subcontractors as relevant items are added. Hard copies of submittals will still be issued to subcontractors. It will be the responsibility of this contractor to regularly check and review updated documents as they are added to the database.

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EXHIBIT "E"
Project Schedule Requirements

1. **CONSTRUCTION SCHEDULE** - The Subcontractor hereby acknowledges and agrees that it has been made aware of and hereby agrees to comply with the following schedule for the Subcontract Work:

   A. Provide copies of submittals to the Contractor's office by no later than _____

   B. Provide copies of shop drawings Contractor's office by no later than _____

   C. Lead time on materials after approvals shall be no longer than _____

   D. Operation start date _____

   E. Operation end date

   F. Subcontractor shall complete all work in accordance with the Contractor's Project Manager's or Superintendent's schedule if specifically identified above

   It is also mutually understood and agreed that these dates represent the intention of the Contractor and the Subcontractor and that in the event the actual dates are adjusted to suit project conditions, the Subcontractor will adjust its sequence and duration to timely complete its work in accordance with the adjusted schedule.

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EXHIBIT "F"
Schedule of Documents

1. CONTRACT SPECIFICATIONS:
   (as prepared by *fill in Architect*)

   In accordance with the attached "Table of Contents", (number of pages), dated (fill in date of attached spec list).

2. CONTRACT DRAWINGS:
   (as prepared by fill in *Architect*)

   In accordance with the attached "List of Drawings", (number of pages), dated (fill in date of attached drawing list).

3. MISCELLANEOUS:
   (as prepared by (fill in preparer)

   addenda etc…

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EXHIBIT "G"
Project Safety Requirements

1. HEALTH AND SAFETY HAZARD AWARENESS - Subcontractor recognizes that it and its Subcontractors, suppliers and employees have the obligation to comply with all federal and/or state safety and health laws and regulations. Subcontractor specifically acknowledges that it has the primary responsibility to prevent and/or correct all health and safety hazards within the operations for which it and its employees or its Subcontractors and their employees are responsible. Subcontractor further acknowledges that it and its Subcontractors, suppliers and employees have special expertise in recognition and prevention of such hazards in the operations for which they are responsible and that Contractor does not have such expertise and is relying upon such expertise by Subcontractor and its Subcontractors, suppliers and employees. Contractor retains the right to direct Subcontractor to eliminate all hazards of which Contractor has actual knowledge, but the recognition and abatement of such hazards are the responsibility of Subcontractor and its Subcontractors, suppliers and employees. Subcontractor agrees to indemnify Contractor and all other Subcontractors for all costs and penalties incurred, including attorney fees, as a result of hazards created by Subcontractor, its Subcontractors, suppliers and employees. Subcontractor hereby certifies that it will not allow on the project site any Subcontractor, supplier and/or employee of any of them who is not fully trained in all safety aspects of the Subcontract Work and who is not expert in the operations comprising the Subcontract Work.

2. OSHA REQUIREMENTS - The Subcontractor hereby acknowledges that it is familiar with the Federal Regulation 29CFR Part 1926 - Safety and Health Regulations for Construction. In compliance with that regulation, the Contractor has developed a written Hazard Communication Program identifying the requirements for hazardous material identification. The Subcontractor hereby agrees to conform with the requirements of the OSHA regulations and to follow the procedures set forth in the Contractor's Communication Standard identified herein and in accordance with those regulations and that standard shall forward to the Contractor's office to the attention of the Safety Coordinator copies of all "Material Safety Data Sheets" for materials being brought onto the jobsite. The "Materials Safety Data Sheets" shall be accompanied by a letter of transmittal stating the name of the Subcontractor, the name and location of the jobsite, description of what "Material Safety Data Sheets" are being sent and any special precautionary measures that should be taken when using these materials.

3. BASIC SAFETY RULES AND REGULATIONS - The Subcontractor hereby agrees to comply completely during the performance of the Subcontract Work with all of the Contractor's designated safety programs for the project.

4. ACCIDENT REPORTING - The Subcontractor hereby acknowledges and agrees to orally notify the Contractor's Project Superintendent within twenty-four (24) hours after any of the Subcontractor's employees and/or equipment and/or motor vehicles or any of its lower tier subcontractor's and/or supplier's employees and/or equipment and/or motor vehicles are involved in a jobsite accident or injury. Further, the Subcontractor also hereby acknowledges and agrees to provide the Contractor with a completed first report of injury within five (5) days after any of the Subcontractor's or any of its lower tier subcontractor's or supplier's employees are injured in a jobsite accident.

5. OSHA 10 HOUR TRAINING – All Subcontractors' personnel shall have OSHA 10 hour construction training and certification prior to working on any Consigli Construction Co. Project site. Personnel that are not trained will be asked to leave the respectieve project site until certification is obtained.

6. CRANE SAFETY POLICY – When mobilizing cranes on site for completion of their respective work, all Subcontractors shall comply with the Contractor's Crane Safety Policy, including but not limited to, third party independent inspection of all Lattice Boom and Tower Cranes during set up and prior to operation.

7. OSHA REQUIREMENTS FOR EXCAVATION - The Subcontractor hereby acknowledges and certifies that it is familiar with Federal Regulation 29 CFR, Part 1926, Subpart P - Excavations, as revised and as printed in the Federal Register on Tuesday, October 31, 1989, and the Subcontractor hereby agrees to perform the Subcontract Work in full accordance with all of the requirements set forth in this regulation.

8. OSHA RECORDABLE INCIDENT RATES - The Subcontractor will be required to submit on a monthly basis its OSHA recordable and lost day incident rates for this specific Project if specifically required by the Contractor's Project Manager or Project Superintendent.

9. SAFETY PRECONSTRUCTION MEETNIG – It is mutually understood and agreed that the Subcontractor shall attend a safety preconstruction meeting to review all safety requirements as pertains to the completion of the work of their Subcontract. This shall take place on-site, prior to the start of work, with the Consigli safety representative.

10. CONSIGLI SAFETY RULES AND REGULATIONS – The successful Bidder/Subcontractor, as a condition of employment, will be required to comply with all applicable Federal, State, County, Municipal, Client and Construction Manager SAFETY RULES AND REGULATIONS. **(NOTE: Federal OSHA Standards are referenced, however the more stringent of State, Owner or Local Safety Codes will also apply.)**

Subcontractors found in non-compliance with any of the applicable rules and regulation will receive a "Notice of Violation" either oral or written. Failure to abate the violation or continued failure to comply with the Basic Safety Rules and Regulations may result in a monetary fine. Monetary fines, if assessed, will only be used by the Construction Manager to fund programs at the Jobsite to promote Safety.

Following is a list of the Basic Safety Rules and Regulations, many of which carry the potential for a monetary fine and the amount of the fine which could be assessed:

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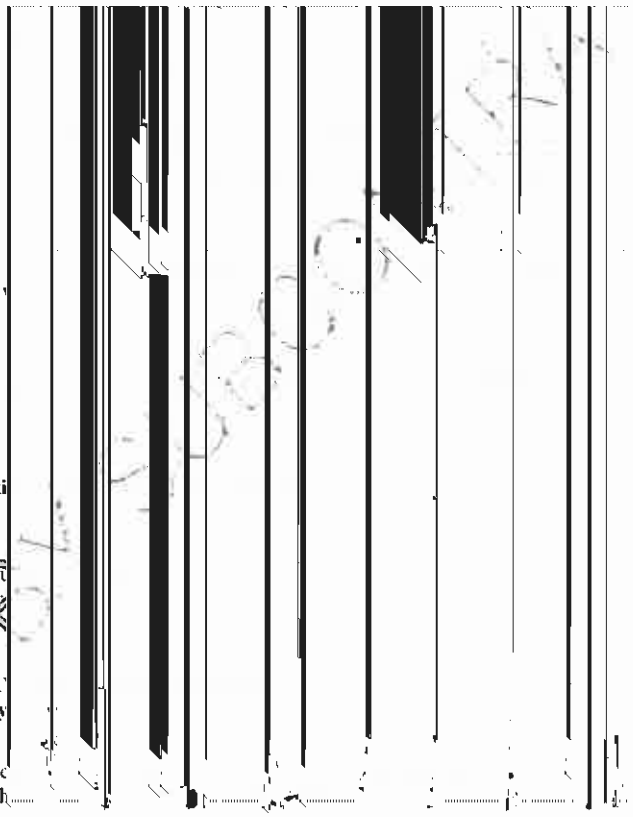

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Failure to do so may

AY" on the jobsite is strictly prohibite
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M. Subcontractor shall provide FALL
resulted from their work per
to the Subcontractor.

N. Subcontractors must provide
temporary fall prevention is

O. FIREARMS, ALCOHOLIC
upon entering or leaving and
either on site, during breaks

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FF. All TRENCHES/EXCAVATIONS shall be in accordance with OSHA 29CFR 1926, Subpart P with particular emphasis on excavations over 5'0", and sloping requirements. "DIGSAFE", utility companies and facility owner must be notified for verification of utilities prior to digging. **Failure to do so may result in a $1000.00 fine assessed to the Subcontractor.**

GG. All CONCRETE AND MASONRY CONSTRUCTION shall be in accordance with OSHA 29CFR 1926, Subpart Q, with particular attention to general requirements of construction loads, guarding of reinforcing steel to eliminate the hazard of impalement, personal protective equipment, fall protection for erecting reinforcing steel and limited access zone for masonry construction. Failure to follow these procedures may result in a $1,000.00 fine assessed to the Subcontractor.

HH. ROOFING WORK shall be performed in accordance with OSHA 29CFR 1926.500 (g) with special emphasis for provision by the roofing contractor of a motion stopping safety system, warning lines and safety monitoring system. **Failure to do so may result in a $500.00 fine assessed to the Subcontractor.**

II. All CRANES shall have a current Certification Sticker by independent crane certification company, have a current maintenance log, required swing radius protection, and operators licenses where required. **Failure to comply may result in a $1000.00 fine assessed to the Subcontractor who rents/leases/owns the crane.**

JJ. FLAMMABLE LIQUIDS shall be stored in approved metal safety cans and contents shall be labeled by OSHA standards. Indoor storage of flammable or combustible liquids shall not exceed 25 gallons unless stored in approved cabinets. **Failure to do so may result in a $500.00 fine assessed to the Subcontractor.**

KK. VENTILATION METHODS shall be provided by the Subcontractor whenever hazardous substances such as dusts, fumes, mists, vapors or gases are produced in the course of the Subcontractor's work. Provide fans, ducts or other means and exhaust substances to the outside. See OSHA 1926.57 for details. **Failure to do so may result in a $1000.00 fine assessed to the Subcontractor.**

LL. SEXUAL HARASSMENT, including verbally or physically offensive behavior on the Jobsite, is prohibited. Failure to adhere to this policy may result in a $1,000 fine assessed to the Subcontractor and the dismissal of the offending employee(s) from the Jobsite.

MM. ALL OTHER SAFETY REQUIREMENTS, within OSHA regulations shall be complied with at all times by Subcontractor/Vendors of any tier and their employees. **Failure of Subcontractor/Vendor to comply with or failure to promptly abate any violation of OSHA regulations, not otherwise herein listed, when requested by Consigli Construction Company, may result in a $500 fine assessed to the Subcontractor/Vendor for each incidence of occurrence or unheeded request.**

NOTE: These Basic Safety Rules and Regulations highlight some of the major components and requirements of the Consigli Construction Company Safety Program. A complete Safety Program Manual will be made available with the Subcontract Agreement or upon request.

FOR REVIEW BY SUBCONTRACTOR

Initials	
SC	GC

EXHIBIT "H"
Project Specific Requirements

1. No smoking shall be allowed on site
2. No abusive or inappropriate language will be tolerated
3. No one shall physically abuse any individual on our project site
4. All workers food scraps and trash must be disposed of into a waste basket or dumpster at all times
5. No radios, walkman, IPODS or any other musical instruments are allowed on site
6. All deliveries need to be coordinated with the jobsite superintendent 48 hours prior to delivery
7. Normal working hours are Monday – Friday 7:00 am – 3:30 pm. or as directed by the job superintendent as required by project
8. All subcontractors shall use rubber wheeled carts when moving material or removing trash from a building. Any damage caused by the Subcontractor shall be repaired at the cost of the Subcontractor. Back charges will be appropriately assessed for the cost of the repairs.
9. Please check with project superintendent to verify parking on or near the site.
10. Place Holder
11. Place Holder

FOR REVIEW BY SUBCONTRACTOR

Initials	
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Project Name – City, State – Job No.
Subcontract No. SC-xxx-xxx Between Consigli Construction Co., Inc. and Subcontractor

EXHIBIT "I"
ENVIRONMENTAL PROTECTION COMMITTEE RECYCLING ATTACHMENT

It is mutually understood and agreed that Consigli Construction Company shall provide separate containers for the disposal of materials as categorized below:

METAL LOADS

- Steel
- Copper
- Aluminum
- File Cabinets
- Metal Desks (with wood tops acceptable)
- Machinery
- Motors
- Pipes
- Metal Chairs
- Brass
- NO paper, NO plastic, NO trash of any kin

CLEAN WOOD WASTE

- Whole or broken pallets
- Fencing
- Wood scraps
- Wood crates
- NO paper, NO plastic, NO trash of any kin

CONCRETE LOADS

- Concrete (maximum 4" diameter)
- Some dirt acceptable
- NO paper, NO plastic, NO trash of any kin

C & D LOADS

- Any type of construction debris
- Any type of painted wood
- Tree branches
- Stumps

YARD WASTE

- Grass
- Leaves
- Brush Cuttings
- MUST BE "Di
- Excavated shru
- If dumpster has

ALL LOADS ARE SUBJECT TO INSPECTION

FOR REVIEW