



Prequalification & Subcontract Review

Thank you for your interest in working with Consigli Construction Co., Inc.

Pre-qualification

In an effort to select the most highly qualified, safety conscious Subcontractors we have a comprehensive pre-qualification process. If not already pre-qualified with Consigli, please follow the below steps.

Step One: Let us know who you are

- Email prequal@consigli.com and provide your company name, contact person and email address

Step Two: Receive Request

- A request to complete Consigli's prequalification will be sent to the contact through iSqFt

Step Three: Complete & Submit the Prequal

- Complete the prequal form on iSqFt
- Information you will be asked for includes:
 - o Organization information
 - o Safety & Quality Information
 - o References
 - o Surety Letter
 - o Sample Insurance Certificate
 - o OSHA 300A Logs
 - o Documentation of Worker's Comp EMR
 - o Financial Statements
- Submit Prequal via the Dashboard on iSqFt

Subcontract Review

Attached is a Sample of our standard Subcontract Agreement. This Document defines our standard subcontract terms and conditions, Exhibits A and B, as well as the typical Subcontract format for all parts of this document such as, Exhibit C , Scope of Work and Exhibit G Project safety Requirements.

If your company is fortunate enough to be awarded work with Consigli, it will be expected that you fully execute a Subcontract which acknowledges these terms as part of the working agreement.

Please take this opportunity to review this contract and respond promptly with any concerns.

For questions pertaining to our Subcontract Agreement, please do not hesitate to contact one of the following listed members of our Purchasing Department:

Peter Capone, Director of Purchasing	508-458-0308	pcapone@consigli.com
Jennifer Savoie, Purchasing Agent	508-458-0353	jrsavoie@consigli.com
Sunita Verma, Purchasing Agent	508-458-0406	sverma@consigli.com
Don O'Regan, Purchasing Agent	508-458-0468	doregan@consigli.com
Neal Sabourin, Purchasing Agent	508-458-0515	nsabourin@consigli.com
Robert Elliffe, Purchasing Agent	508-458-0560	relliffe@consigli.com

For questions pertaining to our Pre-qualification process or procedures, please do not hesitate to contact our Prequalification Department at prequal@consigli.com



CONSIGLI

Est. 1905

Subcontract

#SC-000-000

To:

Not Yet Bought

Date:

Job: 000 Sample

Job Address:

Description: Sample Subcontract

Scope of Work:

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

- EXHIBIT "L-1"-PROGRESS RELEASE OF LIEN WAIVER
- EXHIBIT "L-2"-FINAL RELEASE OF LIEN WAIVER

1	30-001	\$0.00
Total Subcontract Amount:		\$0.00

Retainage Percent: 10.00

Bonds Required (Yes/No): No

Not Yet Bought _____
Date

Consigli Construction Co., Inc. _____
Date

Project Name
City, State – Job No.
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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, including but not limited to tools, light, scaffolding and staging, hoisting, power, details, computations, and all other facilities unless expressly excluded in Exhibit "C"-Schedule of Work, 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 agrees 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 and other subcontractors, provide approved materials, equipment, and tools in such quantities and of such types as required to meet the Project Schedule Requirements 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 its 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 or deducted from amounts otherwise due the Subcontractor.
 - 3) Deduct the cost of actual or potential liquidated and/or actual damages from any payments due the Subcontractor.
 - 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. Subcontractor understands and agrees that as the job progresses, Contractor will make changes to adjust and update the schedule from time to time to meet job requirements, inclement weather, change orders or other causes whether or not within the control of the Contractor. Subcontractor shall promptly furnish all detail and data required by the Contractor to prepare or update the project schedule. Any claim for an extension in the time for performance shall be timely made as required by the General Contract Documents and shall not be valid unless sufficient detail to justify the requested time extension is provided. When issued by Contractor, a revised schedule shall supersede all other schedules previously issued. Subcontractor acknowledges that it is aware of the likelihood of changes to the schedule and had anticipated same in scheduling and performing the Subcontractor's work. Subcontractor shall have no claim for an increase in the Subcontract Price for acceleration or delay, or claim for an extension of time, on account of any changes to the schedule as provided herein except if and only to the extent Contractor obtains such an extension of time and/or increase in price from the Owner.

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. Commercial General Liability coverage shall be written on ISO Occurrence Form CG 00 01 12/07 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury. Any General Aggregate on the Commercial General Liability policy and the Excess Umbrella policy shall apply separately to each Project.
- C. Any Commercial General Liability and Excess Umbrella policy obtained by the Subcontractor to fulfill the insurance requirements of the Subcontract shall name the Contractor and Owner, and any other parties so required by the General Contract Documents, as an "additional insured" on a primary and non-contributing basis. Acceptable Commercial General Liability endorsement are (i)ISO Additional Insured

Subcontract Agreement - Consigli Construction Co., Inc. _____

Initials	
SC	GC

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Endorsement CG 20 10 (11/85 edition) or (ii) endorsements CG 20 33 (10/01 edition) AND CG 20 37 (10/01 edition) or CG 20 10 (10/01 edition) AND CG 20 37 (10/01 edition) or an endorsement providing equivalent coverage to the additional insureds. Non ISO endorsements must provide coverage equivalent to ISO endorsements and be approved by Contractor. Such insurance shall by specific endorsement be deemed to be primary insurance to any similar insurance the Contractor may obtain for its own benefit which shall be excess or secondary but not contributing insurance. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. The Umbrella/Excess insurance required by this Section, and any other insurance required by this Agreement which is furnished via an excess/umbrella policy form shall provide that (a) it covers any party as an additional insured who qualifies as such on the underlying insurance and flows form for such additional insured coverage, and (b) the coverage afforded to such additional insured in primary and non-contributing to any of the additional insured's other insurance, whether such other insurance be primary, excess/umbrella, self-insured, or on any other basis. 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. A copy of each Additional Insured endorsement obtained by Subcontractor shall be attached to the Certificate of Insurance provided by Subcontractor. The General Commercial Liability and Umbrella Excess policies obtained by the Subcontractor shall not contain exclusions for liability assumed under contract for liability imposed by reason of statute or law.

- D. Subcontractor shall maintain Commercial General Liability and Excess Umbrella coverage for itself and all additional insured's for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured for at least 6 years after completion of the work or such longer time as required by the General Contract Documents.
- E. Certificates of insurance acceptable to the Contractor per Exhibit J shall be filed with the Contractor prior to commencement of the Subcontractor's Work (including a copy of the required Additional Insured Endorsement). 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. In the event that any carrier refuses to provide such notice directly to Contractor, Subcontractor shall be obligated to provide such notice within ten (10) days of receipt of same and shall accept full and complete liability for all damages or losses suffered by Contractor on account of any such failure of notice or cancellation or expiration.
- F. 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.
- G. 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.
- H. To the fullest extent permitted by law, Subcontractor waives all rights against Contractor and Owner for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above. All policies obtained by Subcontractor pursuant to this Subcontract shall include waiver of subrogation consistent with this provision.
- I. Workers' compensation insurance shall be provided for the state(s) in which work is to be performed. If exposure to United States Longshore & Harbor Workers Act or Maritime Act exists, policies will be endorsed to provide the coverage.
- J. If the Subcontractor shall fail to provide any or all of the required insurance described hereunder, Contractor may elect to take out said prescribed insurance in the name and at the expense of Subcontractor without limitation of any other rights that Contractor may have.
- K. Subcontractor shall at its own expense, when required in Exhibit "D" of this agreement, procure and deliver to Contractor separate performance and payment bonds to secure the Subcontractor's obligations under this agreement. Said payment and performance bonds shall be in an amount equal to 100% of the Subcontract Sum and in form and from corporate sureties satisfactory to Contractor.
- L. In the event the Subcontractor shall fail to promptly provide such requested bonds, the Contractor may terminate this Agreement and re-let the work to another Subcontractor and all Contractor costs and expenses incurred thereby shall be paid by the Subcontractor, including any price differential.

ARTICLE 4 — INDEMNIFICATION

- A. To the extent permitted by law, the Subcontractor shall (1) Subcontractor shall defend, indemnify and hold harmless Contractor, Contractor's surety, Owner, and any other entity or individual as required by this Subcontract or by the General Contract Documents, and the principals, members, officers, directors, employees, agents, and consultants of each of them (the "Indemnified Parties"), from and against any and all demands, claims, causes of action, liabilities, losses, damages, and expense, including but not limited to attorneys' fees, for bodily injury, sickness, disease or death, or for injury or destruction of property, arising out of Subcontractor's performance of its work under this Subcontract caused, in whole or in part, by the acts or omissions of Subcontractor, or any of Subcontractor's subcontractors, suppliers, or other persons or entities for whose acts Subcontractor may be liable. and (2) assume, on behalf of the Indemnified Parties, the defense of any such demand, claim, cause of action, liability, loss, damage, or expense which may be brought against the them or any of them and shall reimburse the Indemnified Parties for any attorneys' fees and expenses incurred by them with respect to any such claim, all regardless of whether or not such claim, liability, lien, demand or cause of action is caused in part by a party indemnified hereunder.
- B. In claims against any person or entity indemnified under this paragraph by an employee of the Subcontractor, the Subcontractor's sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Subcontractor or the Subcontractor's sub-subcontractors under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

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- C. To the extent permitted by law, the Subcontractor further agrees to fully indemnify, defend, and hold harmless the Contractor and its surety from any and all demands, claims, causes of action, liabilities, losses, damages, or expense by any party arising out of or in consequence of the acceptability, fitness, sufficiency, performance, or non-performance of the Subcontractor's work or materials furnished, or for payment of any labor performed or material or equipment furnished in connection with improvements to real property or related to Subcontractor's work by any party by or through Subcontractor. Subcontractor will defend all such claims at its own cost and expense and shall reimburse the Contractor with respect to any such claim.
- D. To the fullest extent permitted by law, the Subcontractor shall defend, indemnify, and hold harmless the Contractor and its surety and Owner for any and all demands, claims, causes of action, liabilities, losses, damages, or expense arising out of infringement of any patent, copyright or other intellectual property rights by Subcontractor in connection with Subcontractor's work, which may be brought against the Contractor or Owner, and shall be liable to the Contractor for all loss, including all costs, expenses and attorneys' fees, but shall not be responsible for such defense or loss when a particular design, process, product of a particular manufacturer on manufacturers is required by the General Contract Documents unless the Subcontractor had reason to believe that a particular design, process or product required by these General Contract Documents may be an infringement of an intellectual property right, and failed to properly notify the Contractor of such concern.
- E. To the fullest extent permitted by law, the Subcontractor agrees to protect, defend, indemnify, and hold harmless the Contractor and its surety from the imposition of any required payments, fines and/or penalties by OSHA or any other government agency and the Contractor shall have the right to deduct from the next periodic payment due the Subcontractor all OSHA or other governmental payments, fines and/or penalties levied against the Contractor and all expenses relating thereto arising out of or in consequence of the work of the Subcontractor or any of its Sub-subcontractors.

ARTICLE 5 — TAXES, LICENSES, PERMITS, AND COMPLIANCE WITH PUBLIC LAWS

- A. Subcontractor shall pay the amount of any and all taxes whatsoever levied against the Contractor and Subcontractor or either of them on account or as a consequence of any operations conducted under this Agreement or any of the work performed hereunder unless further defined in Exhibit "B" of this Subcontract as not required.
- B. Subcontractor shall comply with Contractor's jobsite procedures and regulations and with all applicable local, State and Federal laws, rules and regulations and shall obtain all permits required (excluding the general building permit), for any of the work performed hereunder. Subcontractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any securities or deposits required to permit performance of the work. Subcontractor shall, to the extent permissible under applicable law, comply with the provisions of any Project Labor Agreement which validly and lawfully applies to work on specific jobsite being performed under the Subcontract, if defined in Exhibit "C" of this Subcontract. Subcontractor shall pay rates of wages and shall observe hours of work and other economic terms and conditions of employment as required by this Agreement, the General Contract Documents or required by law.
- C. Subcontractor further warrants that it is familiar with and shall fully comply with, at its own expense, all provisions of the applicable Federal Occupational Safety & Health Act, Equal Employment Opportunity Programs, all Fair Employment Practices Laws, Affirmative Action Programs, Minority Manpower Programs, the Immigration Control and Reform Act of 1986 (IRCA), Workers Compensation Laws, and amendments and related laws, and all federal, state, municipal, and other laws, regulations, and rulings. Subcontractor agrees, upon request by Contractor, to produce within five (5) days whatever documents or information is required by the Contractor to establish subcontractor's compliance with any applicable federal, state, municipal, or other regulatory laws, ordinances, or regulations.
- D. Subcontractor alone is obligated to provide for the safety of its employees at the job site. Subcontractor agrees to perform the work in a safe manner, to provide a safe place to work, and to abide by and enforce all applicable federal, state, and local safety laws, rules, or regulations governing the performance of the work. Subcontractor shall furnish all apparel, materials, equipment, tools, labor, instruction, and supervision necessary for the safety of its employees and its compliance with the applicable safety laws, rules, or regulations. Subcontractor further agrees to cooperate with any other safety programs in effect on the job site. The Contractor reserves the right to suspend the Subcontractor's work if, in the Contractor's opinion, a safety violation exists.
- E. If the Subcontractor is performing work as a Disadvantaged Business Enterprise, Women's Business Enterprise, or Minority Business Enterprise and (1) Subcontractor is decertified for any reason or (2) all or part of the amounts paid to Subcontractor are disallowed by the Owner, then the Contractor may immediately terminate this Agreement under Article 15 and/or 16
- F. Subcontractor shall at all times conduct all operations under this Subcontract in a manner to avoid risks of bodily harm to persons, damage to any property and fire. Subcontractor shall be solely responsible to take all precautions necessary and continuously inspect all work, materials and equipment to discover, determine and correct any such conditions which may result in any of the aforementioned risks.

ARTICLE 6 — PROSECUTION OF THE WORK

- A. The Subcontractor shall supply a sufficient number of skilled workmen and ample quantities of approved material and equipment to perform the Subcontract. Subcontractor shall promptly replace and dismiss any workman or workmen on said project to which the Contractor, Owner, Engineer, or Architect objects. The Subcontractor shall immediately commence work upon notice from the Contractor and shall at all time prosecute said work in complete harmony with the operations and forces of the Contractor including other Subcontractors..
- B. The Subcontractor shall complete the work in a first class manner equal in all respects to the best standards of practice and to the full satisfaction of Owner, Architect, and/or Contractor in strict conformity with the General Contract Documents. The Subcontractor shall supervise and direct its work, and shall cooperate with the Contractor in scheduling and performing its work to avoid conflict, delay in or interference with the work of the Contractor, other subcontractors or the Owner's own forces. No exclusion or changes from the drawings, specifications or bid instructions contained in the General Contract Documents will be permitted unless submitted in writing and accepted in writing by the Contractor.
- C. Within five days of executing this Subcontract, the Subcontractor shall provide to the Contractor a Submittal Log detailing all products and portions of the Work requiring submission of shop drawings, product data, samples and similar submittals and stating lead time for all such products and portions of the Work.

<u>Initials</u>	
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- D. The Subcontractor shall promptly submit shop drawings, product data, samples and similar submittals required by the General Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors. By submitting shop drawings, product data and samples, the Subcontractor thereby represents that it has determined and verified all measurements, field construction criteria, materials, catalog numbers and similar data, and that it has checked and coordinated each shop drawing and sample with the requirements of the work and of the General Contract Documents.
- E. In addition to shop drawings, catalogs, calculations, samples, etc., specified, the Subcontractor shall prepare at its own expense and furnish promptly whenever requested by the Contractor any number of prints (as further defined in the General Contract Documents) of its shop drawings, manufacturer's data, templates, schedules, reports, samples or any other data that may be necessary in the opinion of the Contractor for distribution among other Subcontractors and to the Contractor for the proper prosecution of the Work. The Subcontractor shall lay out its own work and be responsible for the accuracy of same. The Subcontractor shall exercise the utmost diligence to obtain all drawings, details, and information necessary to perform its work and, if at any time, drawings or information have not been furnished, the Subcontractor shall promptly inform the Contractor in writing as to what drawings or information are required to expeditiously complete the work. The Subcontractor shall, before proceeding with any affected part of the work, call to the Contractor's attention in writing any errors in or inconsistencies between or in any of the Contract Documents and any other condition which will adversely affect its work.
- F. Suspension of work hereunder, for any cause, by the Subcontractor for a period of more than forty-eight (48) hours, Sundays and holidays excepted, without prior written permission of the Contractor, shall be deemed an abandonment of performance and shall be grounds for termination by the Contractor upon twenty-four (24) hours notice.
- G. The Subcontractor shall cooperate fully with the other Subcontractors employed on the Work and shall so plan and conduct the Work, in accordance with the Contractor's Schedule (as further defined in Exhibit "E"), to be performed hereunder as not to interfere with their operations or with those of the Contractor. The Contractor will not be responsible for any delays or interference resulting from the acts, omissions, or operations of other Subcontractors.
- H. The Contractor expressly reserves the right to determine the order and sequence of all work and phases thereof as herein provided for. Subcontractor agrees that its sole remedy for additional time and money on account of the order and sequence which is directed by the Contractor shall be to recover additional compensation and a time extension only if and only to the extent Contractor is able to recover same from the Owner.
- I. The Subcontractor agrees that the Contractor, the Owner and the Architect will each have the authority to reject Work which does not conform to the General Contract Documents. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor.
- J. The Subcontractor shall cooperate with the Contractor, other subcontractors and the Owner's own forces whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordination drawings or the like in areas of congestion, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors or the Owner's own forces.
- K. The Subcontractor shall furnish a competent superintendent or foreman at the jobsite (who shall be subject to the approval of the Contractor) to supervise the Work. The Subcontractor shall, upon execution of this Subcontract, designate in writing an official representative of the Subcontractor, who shall have full authority to act on any and all matters pertaining to the execution of this Subcontract and whose acts will be binding upon the Subcontractor.
- L. Subcontractor shall not further subcontract its work without written consent of Contractor. With respect to any work that is further subcontracted by Subcontractor, and any supply agreements entered into by Subcontractor, all conditions of this Subcontract applying to Subcontractor shall be incorporated by reference into any sub-subcontract and supply agreement including, but not limited to, insurance requirements, plans, specifications, safety, indemnification, etc. and the sub-subcontractor and supplier shall assume towards Subcontractor all of the obligations and responsibilities which Subcontractor by the General Contract Documents assumes toward the Contractor and the Owner. In addition each sub-subcontract and supply agreement shall contain a provision under which each sub-subcontractor and supplier consents to the assignment of all Subcontractor's rights under the sub-subcontract or supply agreement to the Contractor if it so elects in writing.
- M. Contractor may at any time by written order make changes in, additions to or deductions from the work to be performed under this Subcontract and the Subcontractor shall promptly proceed with the performance of the work as so changed. For changes directed by the Contractor which were not initiated by the Owner and do not arise out of acts, errors, or omissions of the Owner and/or defects in the General Contract Documents, Subcontractor shall be entitled to an equitable adjustment in the Subcontract price without any allowance for field or home office overhead or profit, provided, however, as a condition precedent to any equitable adjustment Subcontractor must provide written notice to Contractor prior to commencing such changed work. ANY CLAIM BY THE SUBCONTRACTOR FOR AN INCREASE IN THE SUBCONTRACT PRICE DUE TO CHANGES ORDERED BY CONTRACTOR AND/OR OWNER AND/OR CHANGED CONDITIONS MUST BE SUBMITTED IN A TIMELY MANNER OR SUCH CLAIM SHALL BE WAIVED. UNDER NO CIRCUMSTANCES SHALL SUBCONTRACTOR COMMENCE WORK IT CONSIDERS TO BE EXTRA OR A CHANGE PRIOR TO WRITTEN NOTICE TO CONTRACTOR AND RECEIPT OF WRITTEN DIRECTION TO PROCEED FROM CONTRACTOR. SUCH NOTICE SHALL INCLUDE A DESCRIPTION OF THE CLAIMED EXTRA WORK AND PROJECTED PRICE AND SCHEDULE IMPACT.
- N. Subcontractor hereby acknowledges and agrees that upon receipt from the Contractor of a notification of a Change Order Request, the Subcontractor will respond no later than ten (10) days from the receipt thereof in writing as to the effect on the Subcontract Price and/or Subcontract Work Schedule of said Change Order Request, and will provide full and complete detailed information to substantiate the effect. Should the Subcontractor fail to respond within ten (10) days, the Contractor shall be at liberty to ascertain cost and schedule impact and amend the Subcontract accordingly.
- O. If at any time Subcontractor's actual progress is inadequate to meet the requirements of this Subcontract due to causes within Subcontractor's control, Contractor may notify Subcontractor who shall then take such steps as may be necessary to improve its progress. If within a reasonable period as determined by the Contractor, Subcontractor does not improve its performance to meet the current progress schedule, Contractor may require an increase in Subcontractor's labor force, number of shifts, overtime operations, weekend work, all without additional cost to the

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Contractor. Neither such notice, nor Contractor's failure to issue such notice, shall relieve Subcontractor of its obligation to achieve the quality of Work and the rate of progress required by this Subcontract. Project float provided for in the project schedule is for the exclusive use of the Contractor and Contractor may backcharge to the Subcontractor damages suffered by the Contractor to the extent caused by a delay of the Subcontractor in the performance of this Subcontract.

- P. If the Subcontractor determines that any previous work required to be performed under the General Contract Documents or any portion of work on which the Subcontractor's work is dependent is not in accordance with the General Contract Documents, the Subcontractor shall, prior to commencing that portion of the work, promptly notify the Contractor in writing. Commencement of work in a particular area will be acknowledged as acceptance of the surfaces and conditions within that particular area and any further preparation, cleaning or maintaining of the area after acceptance will be the Subcontractor's responsibility.
- Q. Provided Subcontractor has been paid undisputed amounts due, Subcontractor hereby agrees to defend, indemnify and hold harmless Contractor, Owner and any applicable sureties from and against any laborer's, materialmen's, supplier's, or other similar lien or bond claim filed or asserted by Subcontractor or any of its sub-subcontractors, materialmen or suppliers (of any tier) in connection with the work. In the event that such lien or bond claim is filed, Subcontractor shall, upon forty-eight (48) hours' written notice, cause such lien or bond claim to be released and discharged, or file a bond to secure discharge of such lien or bond claim. In the event that Subcontractor shall fail to do so, Contractor shall have the right to pay all sums necessary to obtain the release of such lien or claim and discharge or to file a bond in lieu of such lien (including reasonable attorneys' fees, bond or other premiums and costs). Contractor shall have the right to deduct all amounts so incurred from the subcontract price.
- R. The Subcontractor warrants and shall insure that all construction tools, equipment, temporary facilities and other items used by the Subcontractor in accomplishing its work, whether purchased, rented or otherwise provided by or to the Subcontractor, are in a safe, sound and good condition and capable of performing the functions for which they are intended and are maintained in conformance with applicable laws, regulations, emissions standards manufacturer's recommendations and good engineering practice.
- S. The Subcontractor shall not, without the Contractor's and Owner's prior written consent, install or maintain any sign, trademark or advertisement or other identification symbol in or about the Project (including, but not limited to any tower cranes, manlifts, scaffolding or similar equipment). The Contractor and Owner shall have the right, at the Subcontractor's expense and without notice to the Subcontractor, to remove any sign, trademark, advertisement or other identification symbol installed in violation of this Paragraph.
- T. It is understood and agreed that the work provided for in the Subcontract constitutes only a part of the work being performed on this Project for the Owner by the Contractor and other subcontractors. The Subcontractor therefore agrees to perform the work called for in the Subcontract in such a manner that he will not injure or damage any other work performed by the Contractor or any other subcontractor, and the Subcontractor further agrees to furnish continuous and effective protection at all times for his own work-in-place and all materials stored for use under the Subcontract, and to bear and be solely liable for all loss and/or damage of any kind to or in connection with said work and materials at any time prior to the final completion and acceptance thereof, unless said loss or damage is caused by the sole negligence of the Contractor; and to pay or reimburse the Contractor on account of any damage or injury to the work or property of the Owner, the Contractor and other subcontractors caused by or arising from the performance of its work as provided in the Subcontract, including the cost of replacing, repairing, refinishing or restoring any work damaged, removed or displaced in the course of correcting or repairing work 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 the Subcontract.

ARTICLE 7 — PROTECTION OF PUBLIC AND OF PROPERTY

- A. The Subcontractor shall at its own expense:
 - 1) Protect from injury all property and persons which may be affected by its operations hereunder and shall be fully responsible for all damages or expense to any person or any property arising from or in consequence of any act or omission of the Subcontractor under this Agreement.
 - 2) Protect all work performed by it hereunder until the satisfactory completion and acceptance of each operation or phase of work.
 - 3) Protect all adjacent work or materials provided by others, from any damage occurring directly from the completion of the work of this Subcontract or any damage caused by the negligent acts of any employees employed by this Subcontractor.
- B. The Subcontractor shall provide barricades, and warning signs as necessary and as required for the protection of the items described above. The Subcontractor shall also provide such police officers, watchmen, and flagmen as may be deemed necessary and shall receive no additional compensation therefore except to the extent that the Contractor is reimbursed by the Owner for the specific services of each said officer, watchman, or flagman.
- C. Until final approval and acceptance of the Subcontractor's work by the Contractor and Owner, the Subcontractor shall remain fully responsible for all damage or injury to its equipment and to said work or material whether incorporated or not into the work.
- D. To the extent that Subcontractor manufactures, processes, uses or stores toxic or hazardous substances at the Project Site, it must comply with the Massachusetts Right-To-Know-Law M.G.L c. 111F and the rules and regulations promulgated pursuant thereto ("Right-To-Know- Law") and any other similar laws in states other than Massachusetts. For purposes of the Right-To-Know-Law, the Subcontractor is deemed to control that space where the Subcontract Work is performed ("Work Area"). With respect to its Work Area, the Subcontractor shall assume responsibility for compliance with the Right-To-Know-Law. Since the Subcontractor's Work Area is one among many at the Project Site, the Subcontractor shall also coordinate the implementation of the Right-To-Know-Law with the Contractor and any other subcontractor(s) whose employees may be exposed to a toxic or hazardous substance, which the Subcontractor is using in its Work Area.
- E. Subcontractor shall defend, indemnify and hold the Contractor and Owner harmless for any liabilities, damages or claims, including reasonable attorneys' fees, for any discharge dispersals, release or seepage of hazardous materials into the environment while owned by or while under the custody or control of Subcontractor.

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F. Subcontractor is responsible for protection and security of all of its own materials, tools and equipment stored on site.

ARTICLE 8 — MEASUREMENT AND PAYMENT

A. EXCLUSIVE PROVISIONS FOR PROJECTS SUBJECT TO MASSACHUSETTS PROMPT PAY LAW: M.G.L.c. 149, §29E (General Contract >\$3,000,000)

- 1) Progress Payments
 - a) Prior to submission of the first application for payment, the Subcontractor shall deliver to the Contractor, for review and approval, a detailed breakdown of the Subcontract Price showing a Schedule of Values for the various parts of the Work. Once accepted, this Schedule of Values will be used as a basis for payment of the Subcontractor's monthly requisition, unless the General Contract Documents provide another basis for the determination of the periodic payments.
 - b) Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Architect and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents.
 - c) The period covered by each application for payment shall be one calendar month ending on the last day of the month or as further defined in Exhibit "D". Subcontractor represents and warrants with each requisition that all applicable payroll taxes and other withholding assessments have been paid, and that all employees have been properly classified for workers compensation insurance purposes, and that the appropriate premiums have been paid to its insurance carrier. Subcontractor is an independent contractor and Contractor shall have no obligation with respect to payroll taxes, workers compensation insurance, union benefits and other assessments.
 - d) Subcontractor's application for payment shall be submitted not sooner than the 20th of the month and not later than the 25th day of the month within which the work was completed; provided that the first Application for Payment shall be for a period that is up to forty-four (44) days in the event that the Work commenced within the last fourteen (14) days before the start of the of the first full calendar month after commencement of the Work. Any application for payment not received within the time period set forth herein shall be rejected as untimely and Subcontractor shall not be entitled to submit an Application for Payment until the following month. The Subcontractor may not submit more than one Application for Payment in any thirty (30) day period. Any extra Application for Payment submitted within such thirty (30) day period shall be deemed null and void and Contractor shall have no obligation to respond to such extra Application for Payment.
 - e) Provided an original application for payment is received by the Contractor not later than the 25th day of a month, and subject to the approval of Architect and/or Owner, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Architect and/or Owner. No faxed copies of Requisitions will be accepted by our Accounting Department. All original signed and notarized requisitions should be mailed to 72 Sumner Street, Milford, MA 01757. Provided that an application for payment is received by the Contractor not later than the 25th day of a month, the Contractor shall have twenty-two (22) days from timely receipt thereof to approve, reject, or approve in part and reject in part such application for payment. Any rejection or rejection in part shall be made by Contractor and/or Architect and/or Owner or other party as allowed by the General Contract Documents, in writing and shall include an explanation of the factual and contractual basis for the rejection or rejection in part and shall be certified as made in good faith. A rejection or rejection in part of an application for payment shall be subject to the dispute resolution procedures of this Subcontract and/or the General Contract Documents as appropriate. An application for payment that is neither approved nor rejected nor approved in part and rejected in part shall be deemed to be approved unless it is rejected before payment is due as provided in subparagraph 8 below, in which case any prior deemed acceptance due to the passage of time alone shall be null and void and of no effect whatsoever. Neither the Contractor's submission of Subcontractor's application for payment to Owner nor the inclusion by Contractor of amounts claimed due by Subcontractor in any application for payment submitted by Contractor to Owner shall constitute or be deemed acceptance of Subcontractor's Application for Payment, either in whole or in part.
 - f) If an application for payment is received after the application date fixed above, the Subcontractor's work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect subject to review and approval of amounts claimed due.
 - g) Before issuance of each progress 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.
 - h) To the extent that an application for a progress payment is approved as provided above, the Contractor shall include the Subcontractor's work covered by that application in the next application for payment which the Contractor is entitled to submit to the Owner and/or Architect or as otherwise provided in the General Contract Documents. The Contractor shall pay the Subcontractor within seven (7) days of receipt of funds from the Owner but in any event not later than forty-five (45) days after approval of the Subcontractor's application for payment, subject to the condition precedent set forth in subsection E below when applicable.
- 2) Final Payment
 - a) Subject to the conditions precedent set forth in the next subparagraph, 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.

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- b) See additional requirements applicable to all Projects set forth in Article 8, C below.
- 3) Condition Precedent to Progress Payments and/or Final Payment
- a) In each instance, and to the fullest extent allowed by law in the jurisdiction where the Project lies, Contractor's obligation to make progress payments and/or final payment to Subcontractor shall be expressly conditioned upon Contractor's receipt of such payment by the Owner and no payment shall be due Subcontractor unless or until, and then only to the extent, Owner has made such payment to Contractor.
- b) Notwithstanding anything to the contrary set for herein, and in addition to and not in limitation of the Contractor's rights and defenses under the prior subparagraph, with respect to progress payments, receipt of payment from the Owner to the Contractor shall, in each instance, be an express condition precedent to the Contractor's obligation to pay Subcontractor and Subcontractor's right to receive payment from Contractor:
- i. to the extent of amounts not received by Contractor from Owner because Subcontractor failed to perform in accordance with its obligations under this Subcontract and failed to cure such non-performance within the time required by this Subcontract after receipt of written notice, or
- ii. to the extent of amounts not received by Contractor from Owner because the Owner is or becomes insolvent within ninety (90) days after the date of submission of Subcontractor's application for payment for which payment is sought.

B. FOR ALL PROJECTS NOT SUBJECT TO MASSACHUSETTS PROMPT PAY LAW: M.G.L.c. 149, §29E (General Contract <\$3,000,000 or Project not in Massachusetts)

- 1) Progress Payments
- a) Prior to submission of the first application for payment, Subcontractor shall deliver to the Contractor, for review and approval, a detailed breakdown of the Subcontract Price showing a Schedule of Values for the various parts of the Work. Once accepted, this Schedule of Values will be used as a basis for payment of the Subcontractor's monthly requisition, unless the General Contract Documents provide another basis for the determination of the periodic payments.
- b) Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Architect and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents.
- c) The period covered by each application for payment shall be one calendar month ending on the last day of the month or as further defined in Exhibit "D". Subcontractor represents and warrants with each requisition that all applicable payroll taxes and other withholding assessments have been paid, and that all employees have been properly classified for workers compensation insurance purposes, and that the appropriate premiums have been paid to its insurance carrier. Subcontractor is an independent contractor and Contractor shall have no obligation with respect to payroll taxes, workers compensation insurance union benefits and other assessments.
- d) Subcontractor's application for payment shall be submitted not sooner than the 20th of the month and not later than the 25th day of the month within which the work was completed. Any application for payment not received within the time period set forth herein shall be rejected as untimely and Subcontractor shall not be entitled to submit an Application for Payment until the following month. The Subcontractor may not submit more than one Application for Payment in any thirty (30) day period. Any extra Application for Payment submitted within such thirty (30) day period shall be deemed null and void and Contractor shall have no obligation to respond to such extra Application for Payment.
- e) Provided an original application for payment is received by the Contractor not later than the 25th day of a month, and subject to the approval of Architect and/or Owner, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Architect and/or Owner. No faxed copies of Requisitions will be accepted by our Accounting Department. All original signed and notarized requisitions should be mailed to 72 Sumner Street, Milford, MA 01757. Neither the Contractor's submission of Subcontractor's application for payment to Owner nor the inclusion by Contractor of amounts claimed due by Subcontractor in any application for payment submitted by Contractor to Owner shall constitute or be deemed acceptance of Subcontractor's Application for Payment, either in whole or in part. Receipt of payments 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 progress payments 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 Contractors from Owner.
- f) If an application for payment is received after the application date fixed above, the Subcontractor's work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect subject to review and approval of amounts claimed due.
- g) Before issuance of each progress 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.
- 2) Final Payment
- a) 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

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Documents, the Architect has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner.

- b) Notwithstanding anything else set forth in this Subcontract, 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 final 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 Contractors from Owner.
- c) See additional requirements applicable to all Projects set forth in Article 8, C below.

C. MEASUREMENT AND PAYMENT TERMS APPLICABLE TO ALL PROJECTS

- 1) Basis for Rejecting Current Applications for Payment and/or Revising Prior Applications for Payment
 - a) The Contractor may withhold approval of an application for payment in whole or in part, to the extent reasonably necessary to protect the interests of the Contractor and/or the Owner and/or the Architect or as otherwise allowed by the General Contract Documents. The Contractor may also withhold its approval or, because of subsequently discovered evidence, may nullify the whole or a part of a previously approved application for payment, to such extent as may be necessary in the Contractor's opinion to protect the Contractor and/or Owner and/or Architect from loss for which the Contractor may be exposed, including but not limited to loss resulting from acts and omissions because of:
 - i. defective Work not remedied;
 - ii. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Contractor is provided by the Subcontractor;
 - iii. failure of the Subcontractor to make payments properly to sub-subcontractors or suppliers or otherwise for labor, materials or equipment;
 - iv. reasonable evidence that the Work cannot be completed for the unpaid balance of the Subcontract Price;
 - v. damage to the Contractor, Owner or a separate contractor;
 - vi. reasonable evidence that the Subcontract Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vii. failure to carry out the Work in accordance with the General Contract Documents; or
 - viii. any other breach of any term of this Subcontract.
 - b) When the above reasons for withholding approval are removed, approval will be made for amounts previously withheld. If the Contractor withholds approval for payment for the reason set forth in subparagraph (iii) above, the Contractor may, at its sole option, issue joint checks to the Subcontractor and to any sub-subcontractor or material or equipment supplier or union benefit fund to whom the Subcontractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Contractor makes payments by joint check, the Contractor shall notify the Subcontractor and Subcontractor will reflect such payment on the next application for payment.
- 2) The Subcontractor shall maintain books, records and other compilations of data pertaining to the performance of the work and the determination of quantities, progress payments and retainage in such detail to properly substantiate payment under this Subcontract. All such records shall be kept for a period of six years or for such longer period as specified in the General Contract Documents. All document retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting there from, or until the end of the applicable retention period, whichever is later. The Contractor shall have the right to examine the books, records, and other compilation of data which pertains to the performance of the work and the determination of quantities, progress payments and retainage and shall have the right to adjust the payments and/or retainage should the books, records and other compilations fail to substantiate such payments. The Subcontractor shall have the burden to substantiate the payments.
- 3) No partial payment, or certificate thereof, shall constitute the acceptance or approval by the Contractor of the work or material for which the partial payment is made. No partial payment shall constitute a waiver by the Contractor of any right to require fulfillment of the entire scope of the Subcontract. Neither the final payment nor any partial payment, nor any certificate for either, shall constitute acceptance by the Contractor of defective work or improper materials or of any element of the Subcontractor's performance determined to be at variance with the Subcontract Documents and/or the General Contract Documents as required.
- 4) In the event Subcontractor is directed to perform extra work on a time and material basis, Subcontractor shall be responsible for obtaining verification of time and material slips from an authorized representative of Contractor. All slips for time and material work must be delivered to Contractor not later than the first work day of the week following the week in which the time and material work was performed.
- 5) In addition to any other conditions precedent set forth in the General Contract Documents for release of retainage and/or final payment, the Subcontractor shall execute and deliver to the Contractor prior to final payment: (i) a consent of surety (when applicable), (ii) an affidavit listing all sub-subcontractors, materialmen, and union benefits payments (where applicable) and certifying that there are no liens, claims or demands by sub-subcontractors, materialmen, laborers, other employees or third persons, (iii) a certificate from the appropriate state and local taxing authority evidencing payment of all applicable taxes, and (iv) all as-built drawings, maintenance manuals and warranties necessary or required in connection with the work.

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- 6) The Subcontractor's acceptance of final payment shall constitute full and final settlement of all obligations of the Owner and Contractor to the Subcontractor with respect to this Subcontract, except those claims which Subcontractor has specifically reserved in writing, with amounts of each such claim specified. Failure to specify the amount of any claim so reserved shall constitute a waiver of such claim.
- 7) Every progress application for payment submitted by Subcontractor shall include an executed Subcontractor Progress Release of Lien in the form attached as Exhibit L-1 and the application for final payment shall include an executed Subcontractor Final Release of Lien in the form attached as Exhibit I-2.

ARTICLE 9 — DELAY

- A. The Subcontractor shall have no claim for damages for delays, hindrances, and obstructions to its work, or other such events 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. Unless the General Contract Documents provide a shorter claim period, all claims by Subcontractor for extra work or other changes shall be made not later than ten (10) days after the event or condition giving rise to the claim occurs or is first observed (except in the case of delay which shall be reported within five (5) days as provided above). 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.
- B. With respect to a written claim by the Subcontractor seeking an increase in the Subcontract Price made pursuant to the prior paragraph, the Contractor shall provide a written response to such claim not more than thirty-seven (37) days after the later of (i) the commencement of the performance of the work on which the request is based or (ii) the submission of such written claim. In the event that Contractor neither approves nor rejects such claim within such thirty-seven (37) day period, then such claim shall be deemed approved and may be submitted for payment within the next Application for Payment (on a percentage of completion basis), unless it is rejected by Contractor before the date payment is due on such Application for Payment, in which case any prior deemed acceptance due to the passage of time shall be null and void and of no effect whatsoever. A rejection of such a claim, whether in whole or in part, shall be made by the Contractor in writing, shall include an explanation of the factual and contractual basis for the rejection and shall be certified as made in good faith. A rejection in whole or in part shall be subject to the dispute resolution process set forth in this Subcontract.
- C. The existence of any dispute, controversy or claim between the Contractor and the Subcontractor shall not occasion or permit any delay in the prosecution of the work or extra or other work, and the Subcontractor agrees to proceed with its work or such other extra work without delay and without regard to such dispute, controversy or claim or the pendency of any proceeding in relation to the same. In the event Contractor disputes whether any work is in fact extra work or is otherwise the responsibility of Subcontractor, Subcontractor's sole remedy shall be to complete the work promptly as directed under protest and make claim as provided elsewhere in this Agreement and in accordance with the General Contract Documents when applicable. Failure of the Subcontractor to comply with the provisions of this paragraph of the Agreement shall constitute a material breach of the same with all the remedies to the Contractor provided for in Section 14 of these Subcontract General Conditions.
- D. ANY CLAIM BY THE SUBCONTRACTOR FOR AN INCREASE IN THE SUBCONTRACT PRICE DUE TO CHANGES ORDERED BY CONTRACTOR AND/OR OWNER AND/OR CHANGED CONDITIONS MUST BE SUBMITTED IN A TIMELY MANNER OR SUCH CLAIM SHALL BE WAIVED. UNDER NO CIRCUMSTANCES SHALL SUBCONTRACTOR COMMENCE WORK IT CONSIDERS TO BE EXTRA OR A CHANGE PRIOR TO WRITTEN NOTICE TO CONTRACTOR AND RECEIPT OF WRITTEN DIRECTION TO PROCEED FROM CONTRACTOR. SUCH NOTICE SHALL INCLUDE A DESCRIPTION OF THE CLAIMED EXTRA WORK AND PROJECTED PRICE AND SCHEDULE IMPACT.

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, documentation required by Equal Employment Opportunity and Affirmative Action programs or environmental protection laws and rules 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

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this Article. Contractor shall have the right to interview and question Subcontractor's employees in order to establish compliance regarding prevailing wages, safety protection and/or instruction as well as EEO and Affirmative Action verification. 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.
- B. The Contractor may assign the Subcontract. The Subcontractor hereby consents to such assignment and agrees to be bound to the assignee, by the terms of the Subcontract. Subcontractor further agrees to be bound by any assignment of subcontract provisions of the General Contract.

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) Complete Subcontractor's work or supplement Subcontractor's forces at Subcontractor's expense and, in any event, deduct from any payment otherwise due or becoming due all sums chargeable to Subcontractor and damages due to such breach;
 - 2) Withhold further payments otherwise due or becoming due Subcontractor;
 - 3) 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 seventy-two (72) hours 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.
 - 4) At any time with or without notice to Subcontractor, Contractor may take all necessary steps to cure any default by Subcontractor. Any cost incurred by the Contractor in so proceeding shall be the responsibility of the Subcontractor.
 - 5) Subcontractor shall be liable to Contractor for all costs Contractor incurs as a result of Subcontractor's failure to perform this Subcontract in accordance with its terms. Subcontractor's failure to perform shall include the failure of its suppliers and/or sub-subcontractors of any tier to perform. Subcontractor's liabilities shall include, but not be limited to: (a) damages and other delay costs payable by the Contractor to the Owner (including but not limited to that portion of any liquidated damages assessed by Owner against Contractor due to the fault or neglect of Subcontractor); (b) Contractor's costs to complete Subcontractor's work and any increased costs of performance, such as extended general conditions and other increased costs resulting from Subcontractor-caused delays or improper Work (plus overhead markup of 15%); (c) warranty and re-work costs (plus overhead markup of 15%); (d) liability to third parties; (e) attorneys fees and related costs incurred by the Contractor in any proceeding against the Subcontractor or its sureties to enforce any of the Contractor's rights as provided herein; and (f) costs of compliance, expense and damages, including but not limited to fines and penalties assessed against the Contractor incurred as a result of violations of safety or any other laws rules, codes or relations by the Subcontractor.
- B. Upon such termination for default, the Contractor may take immediate possession of all equipment, materials, tools, and appliances at the site or sites of the Subcontract work and may complete said work either with its own forces or by the employment of any other person, firm, or corporation. No further payment shall be or become due the Subcontractor following such termination for default. When the work is wholly completed, the Subcontractor shall pay Contractor all costs of completing the work and all damages of every kind or nature caused by said termination less the amount of any balances due the Subcontractor.
- C. In the event the Contractor is a party to any legal proceeding on account of any acts or conduct of the Subcontractor, Subcontractor agrees to pay Contractor all reasonable expenses including attorneys' fees incurred in connection with the legal proceeding.
- D. This agreement may be terminated by the Contractor if the Subcontractor is not approved by the Owner as the Subcontractor for the work described herein if such approval is required by the Owner. Subcontractor shall not be entitled to any payments in the event of such termination.
- E. Any sum or sums chargeable to the Subcontractor under any provision of this Subcontract (except to the extent of personal injury or other damages covered by Subcontractor's insurance where Subcontractor's insurer acknowledges coverage and assumes all liability), may, at the election of the Contractor, be deducted from any payments otherwise due or to become due to the Subcontractor under this or any other subcontract between the Contractor (including any subsidiary or affiliate of Contractor, any entity which is at least fifty percent owned or controlled by the owners of Contractor, or any joint venture in which Contractor or any of the foregoing is a venturer) and the Subcontractor (including any subsidiary or affiliate of Subcontractor, any entity which is at least fifty percent owned or controlled by the owners of Subcontractor or any joint venture in which Subcontractor or any of the foregoing is a venturer) with any remaining amounts due to Contractor to be paid by Subcontractor, or the Contractor may sue the Subcontractor (and its surety) and recover damages.
- F. In the event that the Subcontractor becomes insolvent, or is adjudged a bankrupt, or files for protection under Chapter 7 or 11 of the Bankruptcy Act, or makes an assignment for the benefit of creditors or if a Receiver is appointed to administer its affairs or it becomes otherwise disabled from performing this Agreement in accordance with its terms, the Contractor may immediately terminate this Subcontract by written notice to the Subcontractor.

ARTICLE 15 — CONVENIENCE TERMINATION

- A. The Contractor may notify the Subcontractor to discontinue all work or any part thereof for the convenience of the Contractor. Such notice shall be given to the Subcontractor in writing, and, thereupon, the Subcontractor shall discontinue such work or such part thereof as the Contractor so designates.

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- B. If, following a termination of Contractor by the Owner, the Contractor notifies the Subcontractor to discontinue all work, or any part thereof, the Contractor shall pay and the Subcontractor shall accept, as full payment for all work done and materials provided, the amount of compensation actually received by the Contractor from the Owner on account of the work actually completed by the Subcontractor subject to any claims of the Contractor against the Subcontractor.
- C. If, in the absence of a termination of the Contractor by the Owner, the Contractor notifies the Subcontractor to discontinue all work, or any part hereof, the Contractor shall pay, and the Subcontractor shall accept as full payment for all work done and materials provided, the following sums:
- 1) For all completed items of work for which there are unit prices provided in the Contract, the Contract unit prices as specified in Article 1 or in Schedules to this Agreement.
 - 2) For all unpaid work on completed or partially-completed items, a sum agreed to by the Contractor and the Subcontractor, or:
 - a) The actual costs for direct labor, subcontracts, materials (less salvage value, if any) and use of equipment incurred on base subcontract work and approved change orders during the period following the last pay period that has been paid or approved;
 - b) The actual cost for workmen's compensation and liability insurance; health, welfare, and pension benefits; social security deductions; and employment security benefits incurred on base subcontract work and approved change orders during the period following the last pay period that has been paid or approved; and
 - c) The estimated unpaid or unapproved proportionate cost of surety bonds if applicable on base subcontract work and approved change orders. No allowance shall be made for overhead, profit, general superintendence and the use of small tools and manual equipment for work performed in the period following the last pay period that has been paid or approved.
 - d) The amount of earned retainage on completed base subcontract and approved change order work for which applications of payment have been submitted (provided that such retainage shall be due and payable only if, as and when received by Contractor from Owner).

Provided, notwithstanding anything else set forth in this Subcontract, the sum of the items in subpart 2) above plus the amounts previously paid or approved on Subcontractor's account shall not exceed the Subcontract Price, including approved change orders, multiplied by the percentage of completion of the Subcontractor's work achieved prior to its ceasing of work. In no event shall the amount due or paid Subcontractor on account of a termination for convenience exceed the percentage of completion achieved by Subcontractor regardless of its actual costs.

- D. When requested by the Contractor, the Subcontractor shall furnish itemized statements of the cost of work performed and shall give the Contractor access to all accounts, bills, and vouchers relating thereto.
- E. The Subcontractor shall not be paid, and neither the Subcontractor nor any entity claiming through, shall have any claim for loss of anticipated profits, for loss of expected reimbursement, or for any increased expenses resulting directly or indirectly from the discontinuance of any or all work or from unbalanced allocation among any items of this Agreement relating to overhead expense on the part of the Subcontractor or for any other cause. To the extent that Subcontractor has claims for disputed extra work or otherwise, Subcontractor shall make such claims in accordance with those provisions of the Contract Documents and this Subcontract as are applicable. Nothing in this Article shall be considered a waiver by Contractor of any other provision of the Contract Documents or this Subcontract or any other defenses pertaining to such claims.

ARTICLE 16 — DISPUTE RESOLUTION

- A. Subcontractor agrees to be bound by and to strictly adhere to the requirements of any provisions in the General Contract Documents relating to notice, submission, processing, and resolution of claims or disputes. Compliance with these provisions shall be an express condition precedent to Subcontractor's right to make a claim against Contractor. Notwithstanding the foregoing and in consideration of \$10.00 included in the Subcontract Price, the receipt of which is hereby acknowledged, any and all claims or disputes arising out of or relating to this Agreement or breach thereof shall be decided, at the sole option of Contractor, either by submission to (1) arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or (2) judicial decision by the Superior Court in the Commonwealth of Massachusetts; provided, however, the determination by the Owner, the Architect, or any Court, Board of Arbitration, or other tribunal pursuant to the provisions of the General Contract Documents with respect to any dispute or claim relating to this Subcontract or the Work performed or to be performed hereunder shall be binding upon Subcontractor, and Subcontractor agrees to accept such determination, provided Subcontractor shall have been given reasonable notice of such dispute, proceeding, or litigation and opportunity to defend or present claims. Accordingly, at the sole option of the Contractor, the Subcontractor agrees that any action under any bond, including but not limited to actions under the Miller Act, 40 U.S.C. §270a *et seq.* or similar state law to bring a civil action against Contractor and/or its surety with respect to such matters as involve common issues of law and fact regarding the positions and interests of the Owner shall be stayed until the conclusion of the Contractor's dispute with the Owner. The Subcontractor shall be bound by any findings or decisions in such proceedings. At the sole option of Contractor, any arbitration with the Subcontractor shall be consolidated with any other arbitration proceeding relating to the work under the General Contract. The parties agree to waive their rights to trial by jury since the subject matter of such disputes would, in most instances, be too complex for presentation to a jury and would best be served by a jury-waived proceeding.
- B. The parties further agree that, at Contractor's discretion, as a condition precedent to instituting legal action against each other or their sureties, they shall participate in non-binding mediation pursuant to the Mediation Rules of the American Arbitration Association.
- C. In any dispute resolution process involving Contractor's surety, if any, Contractor's surety shall have and shall be entitled to raise any and all defenses available to Contractor under this Subcontract or at law.
- D. Contractor and Subcontractor agree that for all disputes under this Subcontract, responsible persons selected by each party will meet together and use good faith efforts (including exchange of all necessary documentation) to resolve the issue between them within fifteen (15) days of the written request of either party. The parties further agree that, as a condition precedent to instituting legal action against each other or their sureties, at the sole option of Contractor, they shall participate in non-binding mediation in Boston, Massachusetts pursuant to the Mediation Rules of the American Arbitration Association.

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ARTICLE 17 — SUBCONTRACTOR DESIGN SERVICES

- A. Whenever the General Contract Documents specifically require the Subcontractor to furnish, as part of its work, design or engineering services or certifications of any kind, the Subcontractor shall cause such services or certifications to be provided by a properly licensed design professional in accordance with the standard of care, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other Submittals prepared by such professional. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of such services. The Subcontractor shall furnish a certificate of insurance from each design professional certifying to professional liability insurance coverage for such design profession in an amount not less than \$1.0 million or such greater amount as required by the General Contract Documents. The Subcontractor shall defend, indemnify and hold the Contractor harmless from all claims, damages or losses, including reasonable attorneys fees, arising out of or related to any errors or omissions in design, or to any claim for infringement or misappropriation of any other person's intellectual property arising out of such design, in addition to any other claims for which indemnification is required hereunder.

ARTICLE 18 — WARRANTY

- A. The Subcontractor shall strictly comply with all warranty requirements of the General Contract Documents applicable to the Work. In addition, the Subcontractor warrants to the Owner, Architect and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the General Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the General Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the General Contract Documents.
- B. Subcontractor further agrees to furnish any special warranties in accordance with the General Contract Documents for the Subcontract work as a condition precedent to final payment.
- C. Unless the General Contract Documents have more stringent requirements, within seven (7) day of receipt by Subcontractor of a written notice of a warranty claim, Subcontractor shall return to the site to respond to a warranty claim, provided that in the event the failure of an item under warranty creates an ongoing or immanent threat to life safety or the damage to physical property, then Subcontractor shall respond in not less than twenty-four (24) hours.

ARTICLE 19 — LABOR HARMONY

- A. It is understood that Contractor is signatory to collective bargaining agreements with both the Carpenters Union and the Laborer's Union. Other trades will be awarded by Contractor and labor will be employed on the Project without discrimination as to whether employees of any subcontractor are members or non-members of any labor organization. Subcontractor accepts this Subcontract with these understandings. Subcontractor agrees to provide union labor to the extent required by the collective bargaining agreement to which Contractor is signatory and will work in harmony with all labor on the Project. There shall be no manifestations on the Project site of any dispute between any labor organization and Subcontractor. Subcontractor agrees to employ workers, agents, suppliers and subcontractors who will perform the Work under this Subcontract whether or not other workers on the Project are members or non-members of any labor or collective bargaining organization. Should any workers performing any portion of the Work engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstances shall be deemed a failure to perform the Work on the part of Subcontractor subject to the conditions and terms set forth in Article 14 above.
- B. 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 Subcontractor or of any supplier of Subcontractor or of any sub-subcontractor, which in the judgment of Contractor and the mutual agreement with Subcontractor will cause, or is likely to cause, unreasonable delay in the progress of construction, then upon forty-eight (48) hours' written notice Contractor shall have the right to declare Subcontractor in default of this understanding and agreement and of Subcontract and to take such steps as are necessary to finish the uncompleted portion of Work. In such event, Contractor shall be under no obligation to make further payment to 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, Contractor shall have the right to exercise all remedies available to it under the Subcontract for default by Subcontractor including the right to take possession of and use all of Subcontractor's materials intended for use on the Work. If after default by Subcontractor the entire Work is fully and completely finished and Owner makes payment to Contractor in accordance with the General Contract Documents, then Contractor shall pay to Subcontractor any amounts due Subcontractor for labor and materials actually provided but only to the extent of any surplus remaining after payment for the substituted performance, including Contractor's overhead as provided above. If the cost of substituted performance exceeds the amount due to Subcontractor, Subcontractor shall pay the difference to the Contractor on demand.

ARTICLE 20 — NO WAIVER

- A. No action or failure to act by the Owner, Architect, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the General Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence to any breach under this Subcontract except as may be specifically agreed to in writing by the Contractor.

ARTICLE 21 — USE OF ELECTRONIC FILES

- A. Use of Electronic Files. As a convenience to the Subcontractor, the Contractor may provide electronic files, including drawings, specification sections, and other documents, in electronic format to assist the Subcontractor in preparing shop drawings and other submittals required for the Work and for preparing as-built or record drawings. If so provided, such electronic files shall be used only as a supplement to previously issued paper General Contract Documents. The furnishing of electronic files does not relieve the Subcontractor of its obligation to fully comply with the General Contract Documents, including and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate the Subcontractor's Work with that of other trades.

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- B. No License. By providing electronic files, the Contractor does not convey any license or right, including copyright, in the original documents, or any right to prepare derivative documents.
- C. Indemnity. The use or re-use of any electronic files by the Subcontractor or on the Subcontractor's behalf shall be at the Subcontractor's sole risk and without liability to the Contractor. The Subcontractor shall indemnify, defend and hold the Contractor, its clients, consultants and employees harmless against all damages, liabilities, losses or expenses arising out of or relating to the Subcontractor's use of the electronic files furnished through the Contractor
- D. Disclaimer. Electronic files furnished pursuant to this Article are not General Contract Documents. No representation is made by the Contractor as to the accuracy, completeness, or condition of the electronic files that may be furnished pursuant to this Article 20, and differences may exist between these files and the paper General Contract Documents due to corruption, viruses, or other anomalies. In the event of a discrepancy, the hard copies of General Contract Documents shall govern. The Subcontractor accepts responsibility for any and all loss or damage arising from the copying, loading or use of such electronic data by the Subcontractor and agrees to waive any such claims against the Contractor.
- E. Use by Others. If during the course of performing the Work the Subcontractor transfers electronic files furnished pursuant to this Article 20 to a third-party, the Subcontractor agrees to obtain written confirmation that such third-party agrees to the terms and conditions set forth in this Article 20 prior to transfer thereof and as a condition of their use.
- F. Execution of Further Documents. Subcontractor agrees to execute such other and further documents relating to the use of electronic files as reasonably required by the Architect, Engineer, or Owner.

ARTICLE 22 — NON-DISCRIMINATION

- A. It is the Contractor's policy not to discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical impairment, veterans' status, or national origin. When qualified, preference will be given to minorities, women, disabled veterans and veteran status. Additionally, it is the Contractor's policy to take affirmative action and promote a system which ensures that equal opportunity is the working procedure and end result without discrimination in promotions, raises and layoffs.
- B. The Subcontractor acknowledges and will conform to the Contractor's policies stated herein. When every required by law or contract, the Subcontractor will comply with all applicable Federal, State and Local Laws, Rules and Regulations for Equal Employment Opportunity, including but not limited to Executive Order 11246 as amended and the Equal Employment and Affirmative Action clauses of 41 CFR 60-1.4(a), 60-250.4 and 60-741.4 and all other provisions contained within the General Contract Documents.

ARTICLE 23 — POLICY AGAINST EMPLOYEE HARASSMENT AND INTIMIDATION

- A. The Contractor's company policy will not tolerate harassment of any employee regardless of race, creed, color, gender, age, veteran status or national origin, and will back this policy with appropriate sanctions, including dismissal if necessary. This policy applies to any type of harassment, not only sexual harassment.
- B. It is illegal and against the Contractor's policies for any employee, male or female, to sexually harass another employee by: (i) making unwelcomed sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature, a condition of any employee's continued employment, or (ii) making submission to or rejections of such conduct the basis for employment decisions affecting the employee, or (iii) creating and intimidating, hostile or offensive working environment by such conduct.
- C. Each Subcontractor's foreman or supervisor will be held responsible for the prevention of harassment of any employee on the project site by Subcontractor's employees or sub-subcontractors. Harassment of any employee for any reason on or off the job site is a matter of serious company concern. Company policy is to provide a meaningful work experience for all employees. Interference with the policy will result in immediate corrective action. This applies to on-site employees of the Contractor, Subcontractor and their suppliers.
- D. Any employee who believes he or she has been the subject of harassment or intimidation should report the alleged act immediately (within 48 hours after the alleged harassment occurs) to the Contractor's job superintendent and EEO officer. An investigation of all complaints will be undertaken immediately. Any supervisor, agent or other employee who has been found by the Contractor after appropriate investigation to have harassed another employee will be subject to appropriate sanctions depending on the circumstances, from a warning up to and including termination.
- E. The Contractor recognizes that the question of whether a particular action or incident is a purely personal, social relationship or is harassment, requires a factual determination based on all facts in this matter. The Contractor recognizes also that false accusations can have serious effects on innocent women and men. The Contractor will not tolerate false reports or intimidation of those making true reports.
- F. All Subcontractors employees shall act responsibly to establish a pleasant working environment free of discrimination. The Subcontractor acknowledges and shall conform to the Contractor's Policy Against Employee Harassment and Intimidations.

ARTICLE 24 — ENTIRE CONTRACT

- A. This Agreement and the attached schedules shall constitute the entire contract between the parties and shall supersede any proposals or agreements and may not be altered or amended in any respect by writing duly executed at the point of change by the parties hereto.

ARTICLE 25 — SEVERABILITY

- A. Any article or provision of this Contract, which may be deemed in violation of law, shall not affect in any manner the remaining provisions of this Contract.
- B. This Agreement is intended to incorporate by reference all applicable provisions of law which by law are required to be incorporated in this Subcontract.

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EXHIBIT “B”
Subcontract Special Conditions

1. **SALES TAX INCLUSION** - This project addressed herein is **TAX EXEMPT / TAXABLE** therefore, all state of MA sales and usage taxes shall be **excluded/included** in the Subcontract price. If you are an out of state Subcontractor you must submit Sales and Use tax form and bonds. You can find all required information on the Mass.Gov website (Business tab).
2. **EXECUTED SUBCONTRACTS AND INSURANCE CERTIFICATES** – Subcontractors and Vendors will not be authorized to mobilize or remain on site without providing the Contractor with a fully executed Subcontract a/or Material Purchase Agreement along with the required Insurance Certificates and renewal certificates.

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EXHIBIT “C”
Schedule Of Work

SCOPE OF WORK – The Scope of the Subcontract Work includes all labor, materials, equipment and supervision required for the completion of all of the **TRADE Work** for the above referenced project in strict accordance with the contract documents listed below.

1. **CONTRACT DOCUMENTS** – Work shall be in strict accordance with the following documents which are further described in the Exhibit “F”, the “**Schedule of Documents**”, a copy of which is attached hereto and made a part hereof:
 - A. Contract Drawings, as prepared by **Architect** dated **date of drawings**.
 - B. Project Specifications, as prepared by **Architect** dated **date of drawings**, including but not limited to the following:
 - 1)
 - C. Addenda as prepared by **Architect**
 - 1)
2. **SCOPE OF WORK** – The Scope of the Subcontract Work also includes, but is not limited to, the following items:
 - A.
3. **ADDITIONAL TRADE-SPECIFIC REQUIREMENTS** – The following items are also included and have been mutually understood and agreed upon:
 - A.
4. **ADDITIONAL PROJECT-SPECIFIC REQUIREMENTS** – The following items are also included and have been mutually understood and agreed upon:
 - A. It is mutually understood and agreed that the Subcontractor has made a complete and comprehensive review of all of the contract drawings and specifications and has figured into the Subcontract price all work required to provide complete and proper working systems in accordance with “Intent” of the General Contract Documents.
 - B. Subcontractor shall be responsible for clean up of trash and debris to the Contractor’s dumpsters on a daily basis. If Subcontractor does not comply, said Subcontractor will be given one (1) verbal warning and (48) hours to correct the situation. Upon such time that Subcontractor does not correct the problem, said Subcontractor will be subject to back charges for the cost associated with the Contractor providing subsequent cleaning services.
 - C. It is understood that Consigli recycles excess materials per the Environmental Protection Committee’s recycling attachment (Exhibit I). Therefore, Subcontractor is responsible for separating waste into designated dumpsters. Any subcontractor that does not comply with this direction will be liable to pay for the dumpster which will be considered mixed use or construction debris per Exhibit I.
 - D. All work shall be completed in strict accordance with all governing codes, standards and regulations. All work shall further conform to the requirements and interpretations of local authorities having jurisdiction over the Project. If authorities having local jurisdiction determine that project documents do not meet current governing codes, standards and regulations, this Subcontractor shall notify General Contractor before commencement of work. It shall also be the responsibility of this Subcontractor to secure all approvals and permits necessary to proceed with their scope of work and to obtain all permits necessary for the Owner to occupy the facilities for their intended use.

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- E. It is mutually understood and agreed that the Subcontract Price includes the cost of all materials required to complete the scope of work of the Subcontract and any associated price increases that may occur over the course of completing the work of this Subcontract.
 - F. Provisions for protection of the work of this Subcontract, areas of work, and adjacent work.
 - G. All field measurements and verification necessary to complete work of this Subcontract.
 - H. Provisions for all layout as required to complete the work of this Subcontract from control provided by Contractor.
 - I. Repair of existing work disturbed as a result of the completion of the work of this Subcontract.
 - J. All costs associated with hook-up to the temporary power panel and/or utility power distribution shall be the responsibility of Subcontractor. In the event that Subcontractor plans on having a trailer located on the Project site, then Subcontractor shall also be responsible for all 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.
 - K. Task lighting as required to complete the work of this Subcontract. Temporary construction lighting within OSHA standards shall be provided by others.
 - L. All offsite storage costs required by this Subcontractor.
 - M. Provisions for all submittals, warranties, maintenance manuals, training and other closeout requirements as specified.
 - N. Subcontractor is responsible to issue daily reports to the Contractor's Superintendent on a weekly basis.
 - O. 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 Contractor's Project Manager. Absence from required meetings will result in a fine of \$500.00 per incident.
 - P. This project will utilize the Contractor controlled master data base for all project documentation. This data base, known as Gateway, will be accessed through the internet and will be updated in real time by project team members such as the architect or Contractor. This Subcontractor 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. Contractor will notify subcontractors as relevant items are added. It will be the responsibility of this contractor to regularly check and review updated documents as they are added to the database.
 - Q. 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.
 - R. Placeholder for additional clarifications
5. **EXCLUSIONS** – The following items are excluded from the Scope of Work of this Subcontract:
- A. Exclusions (placeholder)

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EXHIBIT “D”
Subcontract Pricing

1. **SUBCONTRACT PRICE** – It is mutually understood and agreed that the Subcontract price for completing the work of this Subcontract is \$xxx,xxx including/excluding tax

Contact Person _____ > Company Address _____
E-Mail _____

Cost Code(s) _____ Value _____

Liquidated Damages Y or N > \$ _____

2. **SUBCONTRACTOR BONDS OR SUBGUARD PROGRAM** - Check the applicable paragraph:

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 Subcontractor fails to provide the required bonds within five (5) days, or within such extended period as the Contractor may grant, Contractor may revoke its award this Subcontract seek damages from Subcontractor.

This Project has been included in the Contractor’s Subguard subcontractor default insurance program. All Subcontractors with a Subcontract value of \$25,000 or more must pre-qualified prior to completing any work on this project. Subcontractor agrees to provide all financial and other information needed for Contractor to pre-qualify Subcontractor. In the event that Contractor, in its sole discretion, chooses to require Performance and Payment Bonds for Subcontractor in lieu of enrolling Subcontractor in to the Subguard program, Subcontractor shall provide such bonds and the parties shall proceed in accordance with the prior paragraph.

3. **RETAINAGE** – Contractor shall withhold 10% retainage from the total value of the Subcontract price until Substantial Completion of the project or acceptance of the Subcontractor’s work by the Owner, Architect and Contractor.
4. **SCHEDULE OF VALUES** – The Subcontractor will be required to cooperate with the Contractor and the Owner in a detailed breakdown of its Subcontract Price in order to show the division of costs between several parts of the work and in the manner and form required by both the Contractor and the Owner showing also breakouts of labor, material, overhead, general conditions and profit. It is understood and agreed that this will also apply to all of the Subcontractors lower tier sub-subcontractors.
5. **ALTERNATES** – In the event that the Contractor, subject to the approval of the Owner and/or the Architect, modifies the Scope of the Subcontract work to include any or all of the following changes, the Subcontractor will make the modifications as directed and the Subcontract price will be increased or decreased, as the case may be, in accordance with the lump sum and/or unit prices as set forth below each item, which includes all applicable costs of construction, insurance, overhead and profit:

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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. Submittals and Shop Drawings shall be provided no later than _____.
 - B. Lead time on materials after approvals shall be no longer than _____ weeks.
 - C. Start all work by _____2013
 - D. Complete all work by _____2013

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 DRAWINGS & SPECIFICATIONS:**
(as prepared by *fill in Architect*)

In accordance with the attached Document Log dated _____, _____ Pages

2. **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 respective 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:

<u>Initials</u>	
SC	GC

Project Name
City, State – Job No.

SC-xxx-xxx Between Consigli Construction Co., Inc. and Subcontractor

- A. Subcontractor shall submit its company SAFETY PROGRAM/HAZCOM PROGRAM and designate its Jobsite Safety Coordinator prior to starting work. **Failure to do so may result in a \$500.00 fine assessed to the Subcontractor.**
- B. All job related ACCIDENTS AND INJURIES shall be reported to the Consigli Construction Company's Project Superintendent immediately and a copy of all injury reports shall be submitted to the Project Superintendent within (72) hours of occurrence. **Failure to do so may result in a \$500.00 fine to the Subcontractor.**
- C. Subcontractor's employees must report all UNSAFE CONDITIONS AND NEAR ACCIDENTS to their supervisor and the Jobsite safety officer so that corrective action can be taken.
- D. Subcontractor's employees shall attend any Jobsite SAFETY ORIENTATIONS as required. Subcontractor's supervisors shall attend Consigli's WEEKLY SAFETY MEETINGS. Subcontractor must hold a "Weekly Tool-Box Safety Meeting" and submit for record those employees who have attended, along with a list of topics and related information discussed. **Failure to comply with any of the above may result in \$500.00 fine assessed to the Subcontractor per written incident.**
- E. Copies of CERTIFICATIONS FOR SPECIALIZED TRAINING required to perform certain types of hazardous work or operate certain tools and equipment may be required to be submitted prior to work commencing.
- F. Subcontractor shall provide all required PERSONAL PROTECTIVE EQUIPMENT (PPE) (i.e. head, hearing, eye and face protection) to his employees for their use in order to perform their work safely and in compliance with local and federal codes of safe practice and manufacturers recommendations. All equipment shall be in good working order and all defective equipment shall be discarded and removed offsite immediately. **Failure to do so may result in a \$500.00 fine for each violating employee, assessed to the Subcontractor.**
- G. HARD HATS (ANSI Z89.1) shall be worn at all times on site. Alterations or modifications of hat or liner shall be prohibited. **Failure to wear hard hats may result in a \$500.00 fine for each violating worker assessed to the Subcontractor.**
- H. SAFETY GLASSES (ANSI Z87.1) may be required to be worn 100% of the time on certain Jobsites and also inside or around existing manufacturing facilities. Otherwise, safety glasses are required to be worn per item "G" listed above. **Failure to do so may result in a \$500.00 fine for each violating employee, assessed to the Subcontractor.**
- I. HEARING PROTECTION shall be worn in areas where noise levels exceed 90 DBA, where exposure to 85-90 DBA exceeds (8) hours per day, or where posted. **Failure to wear hearing protection when required may result in a \$500.00 fine for each violating employee, assessed to the Subcontractor.**
- J. All workers must wear CLOTHING having adequate protection to the body. Sturdy work boots, shirts with sleeves and long pants must be worn. No sneakers, sandals, tank tops, cut-off shirts or shorts allowed. Failure to be properly clothed may result in a \$500.00 fine for each violating worker, assessed to the Subcontractor.
- K. Subcontractor must implement a RESPIRATORY PROTECTION PROGRAM per OSHA standards as required by their respective trades and working conditions in field. **Failure to do so may result in a \$500.00 fine for each day that sub does not conform to OSHA standards.**
- L. "HORSEPLAY" on the Jobsite is strictly prohibited. No running on Jobsite unless extreme emergencies warrant. Fighting on construction premises will result in immediate dismissal of employee, who shall be excluded from all Consigli's construction projects.
- M. Subcontractor shall provide FALL PREVENTION barricades, covers, rails, etc. to protect all roof, floor or wall openings, pits, holes, etc., that have resulted from their work performance. Unsafe conditions must be corrected immediately. **Failure to do so may result in a \$1,000.00 assessment to the Subcontractor.**
- N. Subcontractors must provide FALL PROTECTION (harnesses/shock-absorbing lanyards, etc.) as required for their employees where permanent or temporary fall prevention is not in place. **Failure to do so may result in a \$1000.00 fine assessed to the Subcontractor.**
- O. FIREARMS, ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS are not allowed on site. Personnel, vehicles and equipment are subject to search upon entering or leaving and while on the site premises. The use of alcohol beverages or the use and possession of illegal drugs during the workday, either on site, during breaks or lunch, or before work, is prohibited. Anyone caught using illegal drugs or alcohol, during any of these times is subject to immediate termination or dismissal from the site indefinitely and a \$1000.00 fine may be assessed to the Subcontractor for each violating worker involved.
- P. CAMERAS AND RECORDABLE DEVICES are not allowed unless approved through Consigli Construction Company project manager's office.

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- Q. All Subcontractors shall keep their respective areas clean and hazard free. HOUSEKEEPING will be done on a daily basis or more frequently if conditions warrant. Failure to do so may result in a back charge to the Subcontractors involved for clean up directed by Consigli Construction Company.
- R. All TOOLS, whether company or personal, must be in good working condition. Defective tools must not be used and should be removed offsite (i.e. chisels with mushroom heads, hammers with split or loose handles, saws or grinders missing guards, etc.). **Failure to comply may result in a \$500.00 fine assessed to the Subcontractor.**
- S. Ground Fault Circuit Interrupters (GFCI's) shall be used on all extension cords, electric tools and portable electric equipment powered from a temporary electric service or generator. Tools and equipment shall be inspected each week by a competent person for defects. If electrical power is used from permanent power system or existing building, the Subcontractor shall provide a GFCI system between his equipment and permanent power. Substitution of an "assured grounding program" in lieu of 100% GFCI protection requires authorization from Consigli Construction Company and compliance to OSHA 1926.404(b)(iii), i.e. written program, competent person, daily inspections, tests, etc. **Failure to comply may result in a \$500.00 fine assessed to the Subcontractor.**
- T. PERMITS, written and properly authorized may be required for work of any type including welding and open flame, electrical "hotwork", excavation, confined spaces, cranes, lockout/tagout, blasting, fire protection water, powder-actuated tool, etc. Check with Consigli Construction for work permits required. **Failure to do so may result in a \$1,000 fine assessed to the Subcontractor.**
- U. Subcontractor must obtain HOTWORK PERMIT for all open flame work as required by the Project Superintendent/Jobite Safety Coordinator. During welding, burning, soldering, cutting, grinding, or using gas heaters or salamanders, adequate fire prevention precautions must be implemented, consisting of removal of flammables and combustibles, protection of adjacent areas, appropriate fire extinguishers or standpipes, and similar measures. If these are not employed, then a fire watch, equipped with an approved portable fire extinguisher is required during, and for a sufficient time after, the welding, burning, cutting or grinding operation. **Failure to comply may result in a \$1,000.00 fine assessed to the Subcontractor.**
- V. BURNING AND CUTTING EQUIPMENT shall be inspected daily before being used. All hoses and manifolds shall be removed from bottles and protective caps replaced at end of each day. **Failure to do so may result in a \$500.00 fine assessed to the Subcontractor.**
- W. Crowfoot connections of COMPRESSED AIR HOSES shall be wired to prevent accidental disconnection. **Failure to do so may result in a \$500.00 fine assessed to the Subcontractor.**
- X. LOCKOUT/TAGOUT procedures are in force and shall be followed to protect persons from injury due to inadvertent operation of power-driven equipment, opening of pipeline valves, or energizing of electrical circuits. Coordinate this procedure with Consigli Construction Company. **Failure to do so may result in a \$1,000 fine assessed to the Subcontractor.**
- Y. ELECTRICAL "HOTWORK" is not allowed without written approval from Consigli Construction Company. Proximity work to electrical equipment is also not allowed without written approval from Consigli Construction Company. **Failure to comply may result in a \$1,000 fine assessed to the Subcontractor.**
- Z. Subcontractor shall provide its own LADDERS, which must be in accordance with OSHA and ANSI specification. All ladders must be in safe condition without broken or defective rungs, rails and hardware. No metal ladder shall be used in or around any electrical work. Ladders shall be secured top and bottom and extend three feet (3') past the walking surface. **Failure to comply may result in a \$500.00 fine assessed to the Subcontractor.**
- AA. SCAFFOLDING of all types shall be provided, erected and used in accordance to OSHA 29CFR 1926, Subpart L. **Failure to do so may result in a \$1,000 fine assessed to the Subcontractor.**
- BB. CONFINED SPACES procedures are in force and require an entry permit from Consigli Construction Company. Confined spaces include manholes, vessels, duct work, etc., where such hazards as oxygen deficiency, hazardous gases, contamination, high temperatures, fire and difficulty in escaping are involved. **Failure to follow these procedures may result in a \$1,000 fine assessed to the Subcontractor.**
- CC. HAZARDOUS MATERIALS procedures are in force and protection of all personnel regarding acids, corrosives, flammables and toxics shall be per OSHA 29CFR 1926, Subpart D (Hazard Communication). **Failure to follow these procedures may result in a \$1,000 fine assessed to the Subcontractor.**
- DD. All WARNING SIGNS, barricades and tags will be used to the fullest extent and shall be obeyed.
- EE. All EARTHMOVING AND COMPACTION EQUIPMENT must have working alarm, horns, and protective devices in compliance with OSHA 1926.602 standards. **Failure to comply may result in a \$500.00 fine for each machine assessed to the Subcontractor.**

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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 NFPA 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.

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Project Name
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SC-xxx-xxx Between Consigli Construction Co., Inc. and Subcontractor
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. Subcontractor participation shall be required for all Safety Pre-construction planning meetings.
11. All Sub contractors shall be responsible for submission of an “Activity Hazard Analysis/Job Hazard Analysis for each and every task within all definable features of work. Said pre-task safety plans shall prepared prior to subcontractor Safety pre-construction meeting. Any additional tasks or changes in operations, not considered at the time of the safety pre-construction meeting, shall require additional or updated AHA’s or JHA’s accordingly.
12. All Subcontractors shall be responsible for supplying their employees with drinking water during work hours as required to sustain the wellness of their employees during their daily work activities.
13. **If this Sub contractor is providing the structural steel for this project** the subcontractor shall provide a (2) line safety cable railing system at the perimeter of each floor or, roof level and all floor opening as required per local, state, federal regulations. The (2) line Safety system shall consist of 3/8" aircraft grade cable with no span between stanchions/columns greater than 12 feet. Each straight run of cable (both top and mid cables) shall have turnbuckles installed. Termination of cables shall occur at stanchions and columns only and shall be done with 3 Crosby clamps
14. **If this Sub contractor is providing a lattice boom or tower crane for this project**, it is mutually understood and agreed that this sub-contractor shall have all lattice boom or tower cranes inspected and certified, by a qualified third part certification agency ON SITE, following the assembly and erection of crane on site, prior to the start of work.
15. Any subcontractors staffed with 20 or more workers on site shall be required to have their Safety Manager visit the site on a weekly basis to inspect their operations for identification of safety and health related non-compliance issues. Follow up correspondence shall be forwarded to the Consigli Corporate Safety Director.

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Project Name
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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 kind

CLEAN WOOD WASTE

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

CONCRETE LOADS

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

C & D LOADS

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

YARD WASTE

- Grass
- Leaves
- Brush Cuttings (1” diameter maximum)
- MUST BE “Dirt and Trash Free”
- Excavated shrubs with stumps are acceptable only if dirt free, washed and under 20 lbs.
- If dumpster has stumps OVER 20 lbs. or the load is dirty, the entire load will be charged back as a C & D load

ALL LOADS ARE SUBJECT TO INSPECTION

If any dumpsters are rejected, Subcontractors responsible for contamination are subject to a fine of \$750

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SC-xxx-xxx Between Consigli Construction Co., Inc. and Subcontractor

EXHIBIT "J" - Insurance Requirements

Pull sample from job folder

SAMPLE

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SC-xxx-xxx Between Consigli Construction Co., Inc. and Subcontractor

L-1 Progress Release of Lien Waiver
WAIVER AND PAYMENT AFFIDAVIT

GENERAL

CONTRACTOR: CONSIGLI CONSTRUCTION CO., INC. 72 SUMNER ST. MILFORD, MA 01757

SUBCONTRACTOR / MATERIAL SUPPLIER: _____

PROJECT: _____

Total Contract Amount: \$ _____ Total Amount Previously Paid: \$ _____ Amount Paid This Date: \$ _____

The undersigned acknowledges that it has been paid the amount set forth above and it has been paid all sums due for all labor, services, equipment or materials furnished by the undersigned or on behalf of the undersigned to or in connection with the project and the undersigned hereby releases, discharges, relinquishes and waives any and all claims, suits, bond claims, liens, and rights of lien for all work, labor, services, equipment or materials furnished or performed in connection with construction located at the project through ___/___/___ whether such claims, demands and rights arise pursuant to a written or oral contract or otherwise. This release does not cover any retention, if any, or labor, services equipment or materials furnished after that date.

The undersigned hereby certifies, as an inducement to Consigli Construction Co., Inc. to pay funds to it under its Subcontract or Material Purchase Agreement (MPA) for work performed prior to ___/___/___, and acknowledging that Consigli Construction Co., Inc. will rely upon such representation that all bills for labor, materials, equipment rental, taxes, fringes and benefits and all other charges arising out of performance of the Subcontract or MPA through the date above have been fully paid by the undersigned, except as follows:

Name	Address & Phone # & Contact Person	Amount Due
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned further agrees that if it does not promptly pay the above and furnish Consigli Construction, Co., Inc. with releases (Form 2) from the above parties, then Consigli Construction, Co., Inc. shall be authorized to make payment to the above by jointly payable checks and deduct the amount due from sums due Subcontractor or supplier under the Subcontract or MPA.

The undersigned warrants that all subcontractors, suppliers, equipment lessors, labor, taxes, union benefits and fringes applicable to this project have been paid in full through the date set forth above and agrees to defend, indemnify and hold Consigli Construction Co., Inc. and all sureties harmless against any loss arising from the nonpayment thereof.

The undersigned certifies or declares under the penalty of law that the foregoing is true and correct.

Executed as a sealed instrument this _____ day of _____, 2013.

Subcontractor/ Material Supplier Company Name: _____

Subcontractor/ Material Supplier: _____ Printed Name: _____ Title: _____

Duly Authorized Signature

Witness Name, Printed and Signature: _____

Subcontract Agreement - Consigli Construction Co., Inc. _____

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

L-2 - Final Release of Lien Waiver
WAIVER AND PAYMENT AFFIDAVIT

GENERAL

CONTRACTOR: CONSIGLI CONSTRUCTION CO., INC. 72 SUMNER ST. MILFORD, MA 01757

SUBCONTRACTOR / MATERIAL SUPPLIER: _____

PROJECT: _____

Total Contract Amount: \$ _____ Total Amount Previously Paid: \$ _____ Amount Paid This Date: \$ _____

The undersigned acknowledges that it has been paid the amount set forth above and it has been paid all sums due for all labor, services, equipment or materials furnished by the undersigned or on behalf of the undersigned to or in connection with the project and the undersigned hereby releases, discharges, relinquishes and waives any and all claims, suits, bond claims, liens, and rights of lien for all work, labor, services, equipment or materials furnished or performed in connection with construction located at the project through ___/___/___ whether such claims, demands and rights arise pursuant to a written or oral contract or otherwise. This release does not cover any retention, if any, or labor, services equipment or materials furnished after that date.

The undersigned hereby certifies, as an inducement to Consigli Construction Co., Inc. to pay funds to it under its Subcontract or Material Purchase Agreement (MPA) for work performed prior to ___/___/___, and acknowledging that Consigli Construction Co., Inc. will rely upon such representation that all bills for labor, materials, equipment rental, taxes, fringes and benefits and all other charges arising out of performance of the Subcontract or MPA through the date above have been fully paid by the undersigned, except as follows:

Name	Address & Phone # & Contact Person	Amount Due
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned further agrees that if it does not promptly pay the above and furnish Consigli Construction, Co., Inc. with releases (Form 2) from the above parties, then Consigli Construction, Co., Inc. shall be authorized to make payment to the above by jointly payable checks and deduct the amount due from sums due Subcontractor or supplier under the Subcontract or MPA.

The undersigned warrants that all subcontractors, suppliers, equipment lessors, labor, taxes, union benefits and fringes applicable to this project have been paid in full through the date set forth above and agrees to defend, indemnify and hold Consigli Construction Co., Inc. and all sureties harmless against any loss arising from the nonpayment thereof.

The undersigned certifies or declares under the penalty of law that the foregoing is true and correct.

Executed as a sealed instrument this _____ day of _____, 2013

Subcontractor/ Material Supplier Company Name: _____

Subcontractor/ Material Supplier: _____ Printed Name: _____ Title: _____
Duly Authorized Signature

Witness Name, Printed and Signature: _____

Subcontract Agreement - Consigli Construction Co., Inc. _____

Initials	
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

