

General Conditions:

Section 1-Payment: (A) PARTIAL PAYMENT for Subcontract Work shall be made by the Contractor as and when it is paid for by the Principal and/or Owner, and will equal the value of the Subcontract Work performed by the Subcontractor, subject to Subsection 1-B below, according to: 1) the Architect/Engineer's and/or the Principal's and/or Owner's estimate of the quantity(s) of said Subcontract Work so performed, and 2) the price(s) herein specified, less the sum of previous payments and less retainage, at the option of the Contractor, of a) as specified, or b) a percentage equal to the percentage of the value of the total work performed on the entire Project by or on behalf of the Contractor that is being retained by the Principal and/or Owner; provided, that if the Subcontractor is indebted to the Contractor under this or any other contract or on any other project, or to anyone else for cash advances, supplies, materials, equipment, rentals, or other proper charges against the work hereunder or against the work under any other contract between the Contractor and the Subcontractor, the amount of such indebtedness may be deducted from any payment or payments made or to be made under this provision or from any funds due or to become due under any other contract between the Contractor and the Subcontractor. Contractor may, at its option make any payment or portion thereof by joint check payable to Subcontractor and any of its subcontractors suppliers and/or materialmen. If owner or other responsible party delays in making any payment to Contractor from which payment to Subcontractor is to be made, Contractor and its sureties shall have a reasonable time to make payment to Subcontractor. "Reasonable time" shall be determined according to the relevant circumstances, but in no event shall be less than the time Contractor, Contractor's sureties, and Subcontractor require to pursue to conclusion their legal remedies against Owner or other responsible party to obtain payment, including (but not limited to) mechanics' lien remedies.

(B) The Contractor shall have the right to withhold, adjust or reduce any partial payment(s), whether based on unit prices or on payments to the Contractor by the Principal and/or Owner, in order to ensure that the remaining payments (including retainage) due the Subcontractor under this Subcontract will be sufficient to pay any and all costs required to complete the Subcontract Work.

(C) UPON THE COMPLETION OF THE PRIME CONTRACT and payment therefore in full to the Contractor by the Principal and/or Owner, the Subcontractor shall be paid within thirty (30) days thereafter the remaining amount due it under this Subcontract, except that any remaining amount due the Subcontractor may have set-off or applied against it any sums due the Contractor by the Subcontractor under this Subcontract or any other agreement between the Contractor and the Subcontractor or by reason of the breach of either.

(D) All prior partial payments shall be subject to correction in the final payment; provided, that if, on completion of the Subcontract Work by the Subcontractor and prior to the completion of the Prime Contract as a whole, the Subcontractor shall receive full payment for the Subcontract Work according to the computations of the Principal and/or Owner or Architect/Engineer, any changes thereafter made in said computations shall be binding upon the Subcontractor. Final payment to the Subcontractor as herein provided shall release the Contractor from any further obligation whatsoever in respect to this Subcontract. It is an express Condition Precedent for receipt of final payment that the following have been satisfied:

- (1) The completion and acceptance of the work by the Contractor, the Owner, Principal and/or Architect;
- (2) Upon request, the Subcontractor has provided evidence satisfactory to the Contractor that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or items performed, furnished, or incurred in connection with the work;
- (3) Receipt of all documents, drawings, manuals, warranties or other items required under the Contract Documents.

(E) The Subcontractor shall, upon request by the Contractor, as a Condition Precedent to his entitlement to receive any progress or final payment, execute and deliver to the Contractor a full and valid release and complete discharge of the Contractor, Architect/Engineer and Principal and/or Owner of and from any and all claims and demands whatsoever for all matters growing out of, or in any manner connected with or founded upon, this Subcontract or the Subcontract Work contemplated hereby, and the Subcontractor shall furnish to the Contractor satisfactory assurances, including sworn affidavits if requested, that all bills for labor, services and materials incurred by him have been paid.

(F) The estimates and calculations made by the Principal and/or Owner and the Architect/Engineer as to the amount of Subcontract Work performed hereunder by the Subcontractor shall be final and binding as between the parties hereto, and shall conclusively establish the amount of work done by the Subcontractor hereunder. It

is understood and agreed that the Subcontractor shall receive no compensation for any work done by him which is not approved and accepted by the Principal and/or Owner and the Architect/Engineer; provided, that if the Subcontractor, by written direction of the Contractor, performs any work or furnishes any services, supplies or materials not provided for in the Contract Documents, he shall be paid therefore as provided herein.

(G) PAYMENTS BASED ON UNIT PRICES. If the Subcontract Price is based on unit prices for work, payment to the Subcontractor will be based on the unit prices shown in this Subcontract. All unit prices will include all direct costs, indirect costs, home office overhead, profit and any other costs required to complete the Subcontract Work. If quantities are given, they are subject to change and Subcontractor will be paid as follows: a) If payment by the Principal and/or Owner to the Contractor for work in this Subcontract is based on quantities of work performed, then the Subcontractor will be paid for the same quantity(s) which the Principal and/or Owner pays the Contractor, less any amounts performed by the Contractor or others, or b) if the Contractor is not paid based on quantities of work performed, then the Subcontractor will be paid for actual quantities performed by the Subcontractor and necessary in performance of the Subcontract Work.

The Contractor does not guarantee or warrant the accuracy of anticipated quantities. No adjustment will be made in unit prices for underrun or overrun in quantities unless payment to the Contractor by the Principal and/or Owner is adjusted. In such case, adjustments will be limited to the amount of adjustment given to the Contractor by the Principal and/or Owner. If the price in this Subcontract is a Lump Sum Price and the Subcontractor receives progress payments based on Unit Prices for work done, the Contractor does not warrant the quantities used for calculating progress payments, and the total payment shall not exceed the Lump Sum total price regardless of actual quantities of work performed.

(H) In consideration of the promises, covenants and agreements of the Subcontractor herein contained, and the full, faithful and prompt performance of this Subcontract and the plans and specifications constituting a part hereof, the Contractor agrees to pay to the Subcontractor and the Subcontractor agrees to receive and accept as full compensation for doing all Subcontract Work and furnishing all materials, supplies, etc. contemplated and embraced in this Subcontract also for all loss or damage arising out of the nature of the Subcontract Work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Subcontract Work until its acceptance by the Contractor, the Principal and/or Owner and the Architect/Engineer; and for all risks of every description connected with the Subcontract Work; also for all expenses incurred by or in consequence of any suspension, other than for the Contractor's convenience or discontinuance of the Subcontract Work, and for well and faithfully completing the Subcontract Work and the whole thereof, in the same manner and according to the terms of this Subcontract and the requirements of the Contractor and the instructions of the Architect/Engineer in charge of the Subcontract Work payment at the Price(s) herein set forth.

(I) Notwithstanding the above, it shall be a Condition Precedent to any liability of the Contractor to the Subcontractor for progress or final payments for any work performed by the Subcontractor on the Project that the Contractor first be in receipt of payment from the Principal and/or Owner for such work. If the Principal and/or Owner has not paid the Contractor for work performed by the Subcontractor, for whatever reason, the Subcontractor agrees that the Contractor shall not be liable to, or indebted to, the Subcontractor on account of such work. The Subcontractor assumes and accepts the risk that it will not be paid for work performed by it in the event that the Contractor, for whatever reason, is not paid by the Principal and/or Owner for such work, and the SUBCONTRACTOR HEREBY ACKNOWLEDGES THAT IT RELIES PRIMARILY FOR PAYMENT FOR WORK PERFORMED BY IT ON THE CREDIT OF THE PRINCIPAL AND/OR OWNER AND NOT OF THE CONTRACTOR.

Section 2-Time: Time is of the essence of this Agreement. Subcontractor shall provide Contractor with scheduling information in a form acceptable to Contractor and shall conform to Contractor's progress schedules, including any changes made by Contractor in the scheduling of work. Subcontractor shall coordinate its work with that of all other contractors, subcontractors, suppliers and/or materialmen so as not to delay or damage their performance.

Section 3-Delay: Should Subcontractor delay Contractor, any other Subcontractor, or anyone else on the Project, Subcontractor will indemnify Contractor and hold Contractor harmless for any damages, claims, demands, liens, stop notices, lawsuits, attorneys' fees, and other costs or liabilities imposed on Contractor connected with said delay by Subcontractor.

No extension of the time for completion of the Subcontract Work or any part thereof will be granted to the Subcontractor for delays or suspensions of the Subcontract Work (A) caused by the fault or negligence of the Subcontractor, or (B) unless the Principal and/or Owner shall grant the Contractor an equal extension of time for such delays or suspensions, and no such extension of time will be granted to the Subcontractor that will render the Contractor liable for any penalty or damages under the Prime Contract. The Contractor's acceptance of the work not provided according to the Project Schedule shall not act as a waiver, under any circumstances, of the Subcontractor's failure to provide work in accordance with the Project Schedule.

Section 4- Changes in Work: Subcontractor shall make no changes in the work covered by this Agreement without written direction from the Contractor. Subcontractor shall not be compensated for any change which is made without such written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

Section 5-Claims: If any dispute shall arise between Contractor and Subcontractor regarding performance of the work, or any alleged change in the work, Subcontractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work prior to commencement of the disputed work. Subcontractor's failure to give written notice prior to commencement constitutes an agreement by Subcontractor that it will receive no extra compensation for the disputed work.

If the Subcontractor asserts a claim which involves, in whole or in part, acts or omissions which are the responsibility of the Owner or another party, including but not limited to claims for failure to pay, an extension of time, delay damages, or extra work, Contractor will present the Subcontractor's claim to the Owner or other responsible party. The Subcontractor shall cooperate fully with the Contractor in all steps taken in connection with prosecuting such a claim and shall hold harmless and reimburse the Contractor for all expense, including legal expense, incurred by Contractor which arise out of Contractor's submission of Subcontractor's claim to Owner or other responsible party. Subcontractor shall be bound by any adjudication or award in any action or proceeding resolving such a claim.

Section 6-Protection and Inspection of Work: Subcontractor shall make the work accessible at all reasonable times for inspection by the Contractor. Subcontractor shall at the first opportunity inspect all material and equipment delivered to the job site by others to be used or incorporated in the Subcontractor's work and give prompt notice of any defect therein. Subcontractor assumes full responsibility to protect the work done hereunder until final acceptance by the Architect, Owner and Contractor.

Section 7-Termination: (i) Should Subcontractor fail to rectify any contractual deficiencies, including failure to pay its creditors, within three (3) working days from receipt of Contractor's written notice, Contractor shall have the right to take whatever steps it deems necessary to correct said deficiencies and charge the cost thereof to subcontractor, who shall be liable for the full cost of Contractor's corrective action, including overhead, profit and actual attorneys' fees. (ii) Contractor may at any time and for any reason terminate Subcontractor's services hereunder at Contractor's convenience. In the event of termination for convenience, Subcontractor shall recover only the actual cost of work completed to the date of termination, in approved units of work or percentage of completion, plus fifteen percent (15%) of the actual cost of the completed work for overhead and profit. Subcontractor shall not be entitled to any claim or lien against Contractor, Owner or anyone else for any additional compensation or damages in the event of such termination.

Section 8-Indemnification: To Upon execution of this Agreement and prior to the Subcontractor's commencing any work or services with regard to the Project, the Subcontractor the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Owner and Contractor and their agents and employees from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Subcontractor's operations performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any active and/or passive negligent act or omission of Owner or Contractor, or their agents or employees, but Subcontractor shall not be obligated to indemnify any party for claims arising from the sole negligence or willful misconduct of Owner or Contractor or their agents or employees, or arising solely by the designs provided by such parties. The indemnity set forth in this Section shall not be limited by insurance requirements or by any other provision of this Agreement. All work covered by this Agreement done at the site or in preparing or delivering materials or equipment to the site shall be at the sole risk of Subcontractor until the completed work is accepted by Contractor.

Section 9 - Insurance: Upon execution of this Agreement and prior to the Subcontractor's commencing any work or services with regard to the Project, the Subcontractor shall purchase and maintain commercial General Liability Insurance, Commercial Automobile Liability, Workers Compensation and Employers Liability and Commercial Excess (Umbrella) Liability in the following amounts and limits:

- A) Commercial General Liability Insurance (including Premises & Operation, Independent Contractors, Blanket Contractual, Personal Injury, Products / Completed Operations Liability) on an "occurrence" form:
- 1) \$2,000,000 Products / Completed Operations Aggregate
\$2,000,000 General Aggregate (Per Project)
\$1,000,000 Any One Occurrence
\$1,000,000 Any One Person or Organization (Personal Injury)
 - 2) Completed Operations must be maintained for three (3) years following completion of all Work under this subcontract. The General Aggregate shall apply on a "per project" basis.
 - 3) If the Subcontractor's operations involve any such exposures, the Commercial General Liability Insurance may not contain and x, c or u exclusions.
 - 4) If this subcontract involves the use of installation of any Exterior Insulation Finish System, commonly referred to as EIFS, the Subcontractor's Commercial General Liability Insurance may not contain any exclusion related to EIFS, and the Certificate of Insurance shall plainly reference, "The General Liability policy for Subcontractor does not contain an EIFS exclusion".
- B) Comprehensive Automobile Liability insurance with limits for bodily injury and property damage combined of no less \$1 million, including coverage for all owned, hired and non-owned automobiles.
- C) Workers Compensation & Employers Liability
- 1) Coverage A: Statutory Workers Compensation Insurance for the state in which the subcontract work is to be performed.
 - 2) Coverage B: Employers Liability Insurance with minimum limits of liability as follows:
\$1,000,000. Each Accident
\$1,000,000. Each Employee for Injury by Disease
\$1,000,000. Aggregate for Injury by Disease
 - 3) Coverage C: Other States Insurance
 - 4) If the Work under this subcontract involves such exposure, the Subcontractor's Workers Compensation Insurance shall provide coverage for the United States Longshoremen and Harbor Workers Act.
- D) Commercial Excess (Umbrella) Liability
- 1) \$3,000,000 Products / Completed Operations Aggregate
\$3,000,000 General Aggregate
\$3,000,000 Any One Occurrence
 - 2) Coverage must be "Following Form" of the Subcontractor's Comprehensive General, Comprehensive Automobile and Employers Liability limits of liability, and at least as broad as the primary policies' coverage.

Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company duly admitted in the State of North Carolina and shall be reasonably acceptable to Contractor. All Subcontractor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

The Comprehensive General Liability, Comprehensive Automobile Liability and Commercial Excess (Umbrella) Liability policies shall contain an endorsement adding CONTRACTOR and the Owner, as well as their respective employees, agents and representatives as Additional Insureds as respects any liability arising out of the Subcontractor's operations in the performance of the Work. Such Additional Insured coverage may be written on

a "blanket" basis, but coverage afforded to CONTRACTOR and the Owner must be at least as broad as that afforded by ISO form CG 20 10 04 13 and CG 20 37 07 04, CG 20 38 04 or their equivalent. In no event shall the Additional Insured endorsement used exclude liability arising from the products or completed operations of the Subcontractor.

The Additional Insured coverage afforded CONTRACTOR and the Owner must be stated to be primary and non-contributory, and any coverage carried by CONTRACTOR and / or the Owner shall be secondary with respect to any claim arising from the Subcontractor's operations in the performance of the Work.

The Comprehensive General Liability, Comprehensive Automobile Liability, Workers Compensation / Employers Liability and Commercial Excess (Umbrella) Liability policies shall contain a Waiver of Subrogation in favor of CONTRACTOR and the Owner.

Prior to any Work commencing under this subcontract, the Subcontractor shall cause his insurance agent or carrier to file a Certificate of Insurance with CONTRACTOR as Certificate Holder. The Certificate of Insurance shall reference the Project, and certify that the types of insurance, limits of liability and coverages required hereunder, including the Additional Insured, Primary and Non-Contributory Insurance, Waivers of Subrogation and Cancellation clauses referenced are in full force and effect. Copies of the Additional Insured Endorsements and Waivers of Subrogation must be attached to the Certificate of Insurance. The Certificate shall have an attached endorsement, or, copy of transmittal from agent to carrier requesting change in cancellation language to provide CONTRACTOR, Inc. and the Owner with 30 days written notice by Registered Mail. Any language stating "will endeavor to ..." shall not be accepted in the attachment. .

It is understood that, upon request, CONTRACTOR will be provided a certified copy of any policy required herein from the Subcontractor.

Subcontractor bears all risks of loss and agrees to maintain proper insurance coverage for owned tools and equipment, as well as materials to be incorporated into the Project not covered by the Contractor or Owner provided Builders Risk policy.

The insurance coverage required by this Subcontract Agreement shall be of sufficient type, scope, and duration to ensure coverage for the Contractor or Owner for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Contractor or Owner in relation to the Project. Subcontractor agrees to maintain the above insurance for the benefit of Contractor and Owner for a period of ten years.

Each Certificate of Insurance shall provide that the insurer must give the Contractor at least 30 days' prior written notice of cancellation and termination of the Contractor's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply the Contractor with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Contractor and Owner as set forth above.

Additionally, and prior to commencement of the Work, the Subcontractor shall provide the Contractor with a Certificate of Insurance showing liability insurance coverage for any employees, agents, or Sub-Subcontractors of the Subcontractor for any Workers' Compensation, Employer 's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to Contractor. Coverages shall be no less than the following: Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Contractor prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease. Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 each accident.

All work covered by this Agreement done at the site, or in preparing or delivering materials or equipment to the site, shall be at the sole risk of Subcontractor until the completed work is accepted by Contractor.

Section 10-Dispute Resolution: Any dispute resolution procedure in the prime contract shall be deemed incorporated in this Agreement, and shall apply to any disputes arising hereunder, except disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, those which have been

waived by the making or acceptance of final payment, and questions regarding the licensure of the subcontractor. Subject to compliance with all applicable laws including but not limited to those relating to false claims dispute and claim certifications and cost and pricing data requirements. Contractor's sole obligation is to present any timely-filed claims by Subcontractor to the Owner under such procedure and, subject to the other provisions of this Agreement, to pay to Subcontractor the proportionate part of any sums paid by the Owner to which Subcontractor is entitled. For disputes not involving the acts, omissions or otherwise the responsibility of the Owner under the prime contract, the parties hereto shall submit any and all disputes arising under or relating to the terms and conditions of the Subcontract to arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. No demand in arbitration shall be made after the date when the institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. In any dispute resolution between the parties, the prevailing party shall be entitled in addition to any other relief granted to recover its costs of participation including attorneys and experts fees. An award rendered by an arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

Section 11-Warranty: Subcontractor warrants to Owner and Contractor that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement will be performed in a good and workmanlike manner, shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this section 14 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

Section 12-Changes in the Contract Documents: It is understood and agreed that: (A) the Contractor is not an insurer or guarantor of the Subcontract Work, the Contract Documents concerning same, or of any part thereof, or of the performance by the Principal and/or Owner of the Prime Contract, as specified therein or otherwise, and (B) the Subcontractor shall be bound by any changes or alterations made by the Principal and/or Owner or the Architect/Engineer in the Contract Documents, including without limitation, the plans and/or specifications in the Contract Documents affecting the Subcontract Work hereunder, or in the amount or character of said Subcontract Work or any part thereof, to the same extent that the Contractor is bound thereby. The Subcontractor's recovery due to changes in the Contract Documents is limited to any increase in the Contract Sum and/or Contract Time as is recovered by the Contractor from the Owner.

Section 13-Other Subcontractors and Contractors: The Subcontractor shall cooperate fully with the Contractor and other subcontractors and contractors employed, either directly or indirectly, by the Principal and/or Owner and working on-site, in accordance with the Prime Contract. The Subcontractor shall so plan and conduct the Subcontract Work to be performed hereunder as not to interfere with the operations of the Contractor or such other subcontractors and contractors as required by the Prime Contract. The Contractor will not be responsible for any delays or interference resulting from the acts or operations of other subcontractors or contractors employed by the Principal and/or Owner.

Section 14-Liens: In the event that liens or claims against any party hereto and/or the Contractor's surety are filed by anyone in relation to the labor and/or material being furnished to or by the Subcontractor for the Subcontract Work hereunder, the Subcontractor agrees to:

- (A) have the same discharged, by posting a bond with the appropriate authorities, or otherwise,
- (B) within five (5) days of notice from the Contractor, hold the Contractor, the Contractor's surety, and the Principal and/or Owner harmless from any loss, cost and/or expense, including without limitation, attorney fees, incurred by either or both of them resulting from such lien. In the event such lien is not so discharged, the Contractor shall have the right to terminate this Subcontract for default. The Subcontractor must also defend, indemnify and hold harmless the Contractor for all costs, expenses, and damages arising from said liens or claims. In the event of such lien or claim, the Contractor may select counsel of its choosing and the Subcontractor shall be responsible for all costs, expenses and attorneys' fees incurred in defending against such lien or claim.

Section 15-Safety Requirements: Contractor requires full compliance with the requirements of the Occupational Safety and Health Act of 1970, Construction Safety Act of 1969, and/or all standards and regulations which have been or shall be promulgated by governmental authorities which administer such Acts, by Subcontractor, its agents, employees, material men, and subcontractors; and said requirements, standards and regulations are incorporated herein by reference.

Subcontractor shall comply with said requirements, standards and regulations, and require and be directly responsible for compliance therewith on the part of its agents, employees, material men and subcontractors; and shall directly receive and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its failure or failure on the part of its agents, employees, material men or subcontractors, to so comply.

Subcontractor shall enforce an effective safety and accident prevention program as follows:

- A. Designate a responsible member of the organization at the site whose duty shall include prevention of accidents. This person shall be the subcontractor's superintendent (or the highest-ranking on site supervisor) unless otherwise designated by the subcontractor in writing to WBC. This designated person is responsible for insuring that the General Safety and Health Provisions are being followed. This person shall have the responsibility and authority to promptly correct deficiencies as they occur including stopping subcontractor's work and/or expending funds to correct dangerous situations.
- B. Subcontractors shall attend WBC's weekly employee safety training meetings or have their own employee weekly safety training meetings pertinent to potential work hazards. Documentation signed by those in attendance is required in either instance.
- C. Take all reasonable precautions for the safety of all employees on the project and all other persons who may be affected thereby.
- D. Prevent damage and loss to all property not designated for removal, relocation or replacement, in the course of the construction.
- E. Steel toe boots, reflective safety vests, hard hats, and safety glasses (sunglasses are unacceptable) must be worn at all times.

Subcontractor agrees to conform to WBC job site safety policy in general. These policies will be strictly enforced and violators will be asked to leave the project site. Specific rules that will be enforced are:

1. All accidents, injuries, or liability claims concerning the work or adjacent areas, regardless of severity, must be reported to WBC immediately.
2. "Horseplay" is not permitted on our job site.
3. Intoxicants (alcohol and drugs) are not permitted on our job site and offenders will be dismissed from the job site immediately.
4. Only authorized persons are allowed in the work area.
5. No radios will be allowed in the work area with the exception of two-way radios. WBC must approve frequency, as owner's equipment may be affected.
6. No glass containers of any type will be permitted on site.
7. All flammable liquids must be in approved safety containers.
8. Strict adherence to all posted signage is mandatory.
9. Know where job fire extinguishers are and how to use them. Subcontractors are responsible for providing their own fire extinguishers.
10. Provide adequate on-site first aid supplies and capabilities.
11. Always keep oxygen and acetylene cylinders secured in an upright position and protection valve cover in place, unless cylinders are in use.
12. Goggles or shields must be worn burning, cutting, grinding, chipping, welding, etc. is taking place.
13. Electrical tools must be grounded or double insulated types. Damaged, or otherwise bad, cords are not allowed. Ground-fault circuit interrupters must be provided as required when using portable tools.
14. All electrical equipment, which can be energized, must be tagged and locked out to prevent inadvertent contact or start-up when being serviced and installed.
15. All power tools and equipment will be maintained in safe working condition.
16. The subcontractor is to provide all scaffolding and ladders to complete his work. This equipment shall meet OSHA standards for safe construction, installation, and use.
17. The contractor will provide safety rails as required to maintain safety. Subcontractor shall be responsible for replacement of safety rails that are removed or damaged in connection with his work.
18. Subcontractors engaged in structural steel erection shall have fall protection measures in place when working six feet or more above a lower level.
19. The subcontractor is responsible for using a safety harness and being "tied off" to something substantial when safety rails are not provided to prevent a fall. A site-specific safety plan meeting OSHA requirements is required.
20. All subcontractors shall have company logos/names on hard hats for identification purposes. Hard hats must be worn at all times by everyone in the working areas.

21. Everyone must wear shirts, long pants, and steel toe work boots. No tank tops, cutoffs, tennis shoes, etc.
22. This project is being constructed in a sensitive area. Diligent and due care must be exercised in planning and performing the work to avoid injury and damage.
23. All excavation (trenching) activities must be in compliance with OSHA standards including having a trained competent person on site.
24. Subcontractors shall enforce an effective safety and accident prevention program assuring that a "zero accident" environment is provided.
25. WBC has a "zero tolerance" for weapons of any type on our projects. Firearms or weapons of any type including licensed or permitted concealed weapons will not be allowed on any WBC project site. Violators of this policy are subject to removal from the project.
26. Parking and staging are restricted and subsequently, a need to utilize offsite facilities is necessary. All parking and/or staging will require prior approval by WBC.
27. WBC requires that wiring used for supplying temporary power and lighting shall meet all local and National Electrical Codes. WBC further requires that the support method used for the temporary wiring shall ensure that the all metallic surfaces and personnel are protected from accidental contact with energized circuits due to damage of the temporary wiring protective caused by improper support devices.
28. Environmental Protection-Subcontractor shall be responsible for compliance with all applicable environmental protection requirements, codes and regulations. In addition, subcontractors shall:
 - a. Not bring upon or prepare on the project site, nor shall any of its subcontractors or suppliers bring upon or prepare on the project site, any products or materials that are considered hazardous substances by EPA, CERCLA or comparable state or local regulatory agencies. Upon notice from owner, architect or contractor, subcontractor shall remove any such materials provided in violation of Article 28 at its sole responsibility and expense;
 - b. Promptly notify contractor, in writing, of any such materials if they are included in the specifications and/or in any specified materials or products, or if they are encountered on the project;
 - c. Comply with all federal, state or local environmental and natural resource regulations and laws applicable to subcontractor's work;
 - d. Indemnify and hold harmless contractor from and against any and all fines, penalties, demands or other losses (including attorney's fees) incurred by contractor or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the subcontractor; (b) subcontractor's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with use or presence on site or (c) any violation of subcontractor's obligations imposed under this paragraph. Without limitation, this indemnity provision shall extend to any cleanup and investigate costs relating to any contamination of the premises arising or resulting from, in whole or in part, subcontractor's work or any other activities by or on behalf of contractor occurring on or about the premises. Subcontractor further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the premises and will not conduct any activities on the premises which would require a hazardous waste treatment, storage or disposal permit.

The above safety rules are not complete and do not relieve the subcontractor from general safety and health provisions.

Subcontractor: _____ **Contractor:** _____ Wells Brothers Construction Co

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____