

## Exhibit A – Standard Conditions

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### **Part I – Standard Conditions**

#### **A) Jurisdiction**

- 1 Subcontractor will include all required work typically performed by this trade in order to achieve a complete, fully functioning installation, whether expressly shown or reasonably inferable from the contract documents, and in full compliance with the requirements of all relevant regulatory agencies. Interrelationships between existing systems and the new system, and all related cost considerations will be included in the subcontractor's price in order to provide an installation that accomplishes the full intent of the documents.

#### **B) Safety**

- 1 Subcontractor will adhere to ST's safety plan
- 2 Subcontractor will adhere to OSHA regulations
- 3 Subcontractor will establish an approved safety program prior to commencement of work and appoint a qualified safety person under their employ
- 4 Subcontractor is required to maintain a drug-free/alcohol-free environment among forces under their control
- 5 If required, subcontractor will be responsible for security clearance of their employees/personnel
- 6 Subcontractor will obtain fire/hot permit as required
- 7 Subcontractor personnel will be required to attend a security and safety briefing prior to performing any work on site
- 8 Subcontractors will furnish and properly maintain their own fire extinguishers while performing hot work
- 9 Subcontractor is advised that periodic emergency evacuation drills for the project site shall be mandated and scheduled by the owner. Any lost time by subcontractor will not be reimbursable
- 10 Expectation is that all subcontractors are using the safest and most up to date techniques – i.e. framing subcontractor must use Clark Dietrich-Smart Edge, SuperStud-The Edge or equal for all framing due to requirement that all studs be smooth or have rounded edge.

#### **C) Coordination**

- 1 Subcontractor is required to submit the following information for this work:
  - a. Staffing chart
  - b. Project schedules
  - c. List of material/equipment vendors and lead times
  - d. List of sub-tier subcontractors
- 2 Subcontractor will provide inventory reports for all items received provided by others, including sign-out sheets as requested
- 3 Subcontractor is responsible to coordinate their work with that of other trades. Subcontractor is expected to request shop drawings, cuts, or other data that may affect their work so that they may properly coordinate their work with others. Subcontractor will be responsible for any additional costs due to the lack of coordination with other trades
- 4 If any work is fabricated and/or installed before coordinating with all other affected trades, or as to cause interference with work of other trades, the necessary changes to correct the condition shall be made by the subcontractor causing the interference. All costs and schedule impacts associated with these corrections are the responsibility of the subcontractor who failed to coordinate their respective work
- 5 Coordinate with ST before starting any work on existing equipment or in existing spaces
- 6 Subcontractor will assign a responsible party that has authority to coordinate and to make final commitments on behalf of the subcontractor

**D) Schedule**

- 1 Subcontractor will maintain the construction schedule as established by ST in their contract
- 2 If any delay, caused by proceeding events, impacts the work of this subcontractor, subcontractor must notify ST within 48 hours of the project delay
- 3 Subcontractor is responsible to submit daily detailed work logs, including manpower counts
- 4 Long-lead items must be identified, prior to award, in writing to ST. Cost of expediting to maintain the agreed upon project schedule is the responsibility of subcontractor
- 5 Subcontractor work will be performed in a manner that does not impede or delay another subcontractor in the performance of their work
- 6 Subcontractor may be required to perform work out of sequence; any cost impact must be brought to the attention of ST prior to commencing the work
- 7 Subcontractor will provide, within three (3) working days of a request by ST, any and all scheduling information including, but not limited to, equipment lead times, field durations, manpower loading, etc. required for each activity of this work
- 8 Subcontractor will provide change order pricing within four (4) business days from the request of ST. Pricing will include material and labor breakdowns and indicate applicable labor rates

**E) Job Site Requirements**

- 1 Subcontractor is responsible for the proper disposition of all excess material at the completion of the project. Should subcontractor fail to remove the material to the satisfaction of ST, ST shall do so at the expense of the subcontractor
- 2 Subcontractor is responsible to center pile all debris on a daily basis
- 3 All materials shall be delivered, received, handled, stored and adequately protected from weather at all times at the job site in an approved manner as established by ST
- 4 Subcontractor will be responsible for field verifications of all dimensions prior to fabrication of any materials unless hold dimensions have been agreed upon with ST project manager
- 5 Subcontractor will provide all core drilling and fire safing required for work under this contract
- 6 Subcontractor will provide all required joint sealants for their installations
- 7 Subcontractor will maintain existing fire code and sound ratings unless superseded by the contract documents
- 8 Subcontractor is responsible to protect adjoining surfaces prior to start of work
- 9 The installation and maintenance of temporary electric and power will be provided by the electrical subcontractor pursuant to the electrical subcontractor's contractual responsibilities. Should the subcontractor be required to work overtime hours as a result of their failure to maintain schedule, the cost of temporary electric and power for subcontractor's overtime work will be the responsibility of the subcontractor
- 10 Subcontractor is required to prevent the spread of dust, smoke, odor etc. created during construction
- 11 Only propane, pneumatic and/or electric powered tools or equipment shall be allowed for work within the confines of the existing building. Gas powered equipment is not allowed without specific permission and precautions as specified by ST
- 12 Any work performed by others that is damaged by this subcontractor or their employees or agents shall be the responsibility of subcontractor to replace at no additional cost. If the subcontractor needs to remove a system, work shall be performed at times convenient to the owner in accordance with all rules and regulations and with the safety and protection of all other systems
- 13 Subcontractor will notify ST within (3) business days of claimed additional work after rise of such event
- 14 Punch list items must be rectified within (7) business days
- 15 Subcontractor must thoroughly inspect and accept work of others prior to performing their work. Any deficiencies should be brought to ST's attention. Failure to do so may result in incurring costs for correction

**F) Meetings**

- 1 Every employee of subcontractor may be required to attend an orientation program prior to starting work, at which the site-specific project work rules, site logistics and safety program will be discussed. Additionally, each employee wishing to access the site may be required to have a photo ID issued and returned at the end of each day. Security will require anyone accessing the site to provide photo ID that will be retained until the employee leaves site and returns the temporary access badge
- 2 Subcontractor will attend scheduled project foreman meetings
- 3 Subcontractor will attend weekly project manager meetings
- 4 Subcontractor will attend all scheduled safety meetings
- 5 Subcontractor will attend all scheduled coordination meetings
- 6 When required, subcontractor will provide a representative, who has the authority to make all decisions, including financial
- 7 Failure to appear for 3 required meetings will result in a \$2,500.00 fine

**G) Shop Drawings & Submittals**

- 1 All logs, shop drawings, cut sheets, submittals, manuals and associated information will be submitted in PDF format
- 2 One week after award of contract, subcontractor will provide a complete list of submittals and shop drawings and their anticipated date of submittal
- 3 Prior to commencement of any work, all shop drawings must be coordinated with all trades and approved by the consultants to avoid conflicts with other trades and existing work
- 4 Subcontractor is responsible for meeting all requirements per specifications
- 5 Subcontractor is required to continuously maintain record drawings while on the project site and shall also, during the progress of this work, keep a careful record of all changes, modifications or deviations from approved drawings by way of as-builts. Furthermore, progress payments shall be tied to subcontractor providing evidence that as-builts are up to date on a monthly basis and that no retainage shall be released until final as-builts and/or shop drawings are submitted and accepted. It is further understood and agreed that all as-builts are to be submitted on the latest version of AutoCAD or as specified by the client

**H) Change Orders**

- 1 A Structure Tone signature on subcontractor tickets does not guarantee a subcontractor change order will be issued
- 2 Subcontractor is required to limit their mark-up on change orders to the allowable amount dictated by ST's owner agreement

**I) Close-out Documents**

- 1 All close-out documentation must be in pdf format or as specified by the client
- 2 Subcontractor will provide (6) hard copies and (6) electronic versions of the following:
  - a. Warranty – Guarantee letter for (1) one year from date noted or as specified in contract documents
  - b. As-built drawings, updated shop drawings
  - c. Operation & maintenance manuals/instructions
  - d. Attic stock, as required by contract documents
  - e. Test and balance reports, as required
  - f. Punch list sign off
  - g. Samples, as required
  - h. Certification reports, as required
- 3 Subcontractor is responsible for meeting all requirements per specifications
- 4 This list does not release subcontractor/vendor of any other items they are contractually obligated to provide but only represents a guideline for their use. Final payment will not be released without these documents being received

**J) Other**

- 1 Subcontractor will be held to the same terms and conditions of the owner contract
- 2 Subcontractor will provide all warranties and guarantees as explicitly expressed in the specifications
- 3 Subcontractor will comply with ST insurance requirements prior to start of work
- 4 Subcontractor will provide all necessary testing documentation such as, but not limited to, proof of testing, copies of certified inspection reports and approvals, material certifications, required documentation for all regulatory agencies
- 5 If parking is not available at job site, subcontractor is responsible for all parking fees to provide parking for all of their employees and sub-tier subcontractors
- 6 Subcontractor is responsible to pay all applicable sales and other taxes as required
- 7 Subcontractor will include any professional engineering, design costs, site surveys, investigative analyses, lab tests, etc. which may be required for the preparation and submission of shop drawings, details, calculations and procedures
- 8 If required, subcontractor will make arrangements for the inspection of materials in fabrication or in storage
- 9 The work of subcontractor will be installed per all applicable codes
- 10 Include all necessary premium time for work in occupied spaces or spaces which affect occupied areas of the facility
- 11 Subcontractor is responsible for all costs resulting from delays including supervision and overtime, if required
- 12 All materials, equipment and workmanship shall be guaranteed for a period of 1 year from acceptance
- 13 Subcontractor will comply with Building Rules and Regulations, if applicable
- 14 Subcontractor will comply with LEED requirements and provide required submittals, if applicable
- 15 Subcontractor will be responsible to protect and secure all material against damage and theft. Subcontractor will be responsible for all costs associated with replacing materials and maintaining schedule.
- 16 Subcontractor understands and acknowledges that this entire "Scope of Work" document is only a guideline to the trade requirements and that subcontractor is responsible for all aspects to accomplish the full intent of the documents
- 17 This project is subject to 10% retainage

**Part II – Trade Scope Analysis Sheet**

Analysis sheet to follow under separate cover. Analysis sheet will be part of final subcontract.