



SHORT-FORM SUBCONTRACT

Job No.: Insert job number
 Subcontract No.: SC- To be assigned by BM
 Cost Code _____ Cost _____
 Cost Code _____ Cost _____

THIS AGREEMENT, made on _____, by and between _____ (“Subcontractor”), Contact Name: _____ Address: _____ E-Mail: _____ Telephone No.: _____ Fax No.: _____ - and - Consigli Construction Co., Inc. (“Contractor”), Address: 199 West Road, Suite 100, Pleasant Valley NY 12569 Telephone No: 845-635-1800 Fax No.: 845-635-8548

- And -

WITNESSETH:

WHEREAS, Contractor has entered into a contract dated _____ (“Prime Contract”) with _____ (“Owner”), for the construction of _____ (“Project”) at _____; and WHEREAS, Subcontractor desires to perform a portion of such Prime Contract, as described more fully below. NOW THEREFORE, it is agreed as follows: (Team to complete)

Section 1 – Scope of Work

- A. **CONTRACT DOCUMENTS** - The Scope of Work includes all labor, materials, equipment and supervision required for the completion of Subcontractor’s Work for the above referenced Project in strict accordance with the following documents:
 - 1) Contract drawings dated Drawing Date, as prepared by Architect
 - 2) Specifications dated Specification Date, as prepared by Architect
 - 3) Addenda dated Addenda Date, as prepared by Architect
 - 4) Exhibit “G” Safety Requirements
 - 5) Exhibit “H” Project Specific Requirements
 - 6) Exhibit “J” Insurance Requirements
- B. **GENERAL SCOPE INCLUSIONS** - In General, the Scope of Work of this Subcontract includes, providing all labor, materials, equipment and supervision required to furnish and install all of the Scope of Work as specified and as shown including, but not limited to the following:
 - 1)
 - 2)
- C. **ADDITIONAL CLARIFICATIONS** – The following items are also included in the Scope of Work and have been mutually understood and agreed upon:
 - 1). If this is a Lean Project, please refer to Exhibit G for further rules regulations
- D. **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 this Subcontract:
 - 1) Submittals and Shop Drawings shall be provided no later than _____ after receipt of notice to proceed.
 - 2) Lead time on materials shall be no longer than _____ after approvals.
 - 3) Mobilization and start of construction will occur the week of _____.
 - 4) Milestones:

Work shall be completed by [REDACTED]

Work shall take no longer than [REDACTED] weeks.

- 5) The date of substantial completion for the Project will occur on or before [REDACTED].
- 6) Complete all Work in accordance with the Contractors Construction Schedule.
- 7) It is also mutually understood and agreed that these dates represent the intention of Contractor and the Subcontractor and that in the event the actual dates are adjusted to suit project conditions, the relative duration will not be affected.

E. **EXCLUSIONS** - The following items are excluded from the Scope of Work of this Subcontract:

1) Insert Exclusion

2) Insert Exclusion

F. **FLOW DOWN** - Subcontractor agrees to assume toward Contractor all the obligations and responsibilities pertaining to the work that Contractor by the aforesaid Prime Contract and the Contract Documents has assumed to Owner including the furnishing of such warranties and guarantees as are required in the Contract Documents. Subcontractor agrees that Contractor shall have all rights, privileges, and immunities which Owner has in connection with the Prime Contract with Contractor.

Section 2 – Prosecution of Work - Subcontractor shall prosecute the Work in a prompt manner as directed by Contractor so as to promote the general progress of the entire Project and shall not delay or hinder the work of Contractor. The time of performance is of the essence. In the event Subcontractor is delayed in the progress of the Work for any reason whatsoever (other than delay caused by its own acts or omissions or that of its sub-subcontractors/vendors/suppliers), Subcontractor shall be entitled to a time extension or additional compensation only to the extent Contractor recovers such from Owner under the terms of the Prime Contract.

Section 3 – Payment - Contractor agrees to pay Subcontractor, upon satisfactory completion of Work as specified herein, the sum **Payment Sum** (\$ xxx,xxx.00), adjusted as required by differences between estimated and actual quantities for items expressly identified to be paid for on a unit price basis and subject to additions and deductions for changes agreed upon or otherwise determined.

The period covered by each application for payment shall be one calendar month ending on the last day of the month. Provided an original application for payment is received by Contractor not later than the 25th day of the month, Contractor shall include Subcontractor's Work covered by that application in the next application for payment which Contractor is entitled to submit to the Architect. No faxed copies of requisitions will be accepted by Contractor's accounting department. For any projects not using Textura Payment Systems, signed and notarized requisitions should be mailed to 199 West Rod, Suite 100, Pleasant Valley, NY 12569. Receipt of payments by Contractor from Owner shall in each instance be an express condition precedent to the right of Subcontractor to receive payment from Contractor, its payment bond surety or its statutory lien bond surety. Subcontractor shall not be entitled to progress or final payments from Contractor, its payment bond surety or its statutory lien bond surety until and then only to the extent such payment has been received by Contractor from Owner. Progress payments will be made on approved work less retainage of 5% retained. Before issuance of each progress payment, Subcontractor shall submit evidence satisfactory to Contractor that all payrolls, bills for materials, equipment and sub-subcontractors and all known indebtedness connected with Subcontractor's Work have been satisfied. The payment of any current estimates or of any retained percentage hereunder shall not be construed as an acceptance of defective or improper materials or workmanship. Any audit obligations applicable to Contractor under the Prime Contract shall apply to Subcontractor.

Section 4 - Textura™ CPM Payment Management System

A. All Project Payment Applications and all supporting documents (including but not limited to waivers of lien and sworn statements) shall be in electronic format and shall be submitted to Contractor using the Textura™ CPM payment management system. Subcontractor shall be responsible for the fees and costs associated with Subcontractor's use of the Textura™ CPM payment management system. Subcontractor shall include a similar requirement in all sub-subcontracts or purchase orders entered by Subcontractor.

- 1) Fees to Subcontractors are calculated as 0.22% (22 basis points) of total contract value (including net change orders), with no minimum fee and a maximum fee of \$3,750.00. Fees to Subcontractors' subcontractors and suppliers are a fixed fee of \$100 per subcontract or supplier contract.

Section 5 – Changes Contractor may make changes in the Work by written order to Subcontractor, and Subcontractor shall promptly proceed with the Work as changed. Subcontractor may be entitled to a price adjustment as provided in the Prime Contract for such changes.

Section 6 – Liens and Claims - Subcontractor shall pay for all labor, materials, equipment and other items provided directly or indirectly to Subcontractor in performing under this Subcontract and will defend, indemnify, and hold harmless Contractor and Owner from any and all claims, suits or liens resulting from any such failure by Subcontractor.

Section 7 – Warranty - Subcontractor warrants its Work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner or Contractor for all time periods required by the Contract Documents, but in any event not less than one (1) year from Substantial Completion of the entire Project. This warranty shall be in addition to and not in limitation of any other express warranty or remedy required by law, the Contract Documents, or the Prime Contract. Subcontractor shall promptly take down and remove from the premises and immediately replace or correct all materials, whether worked or un-worked, and all portions of the Work determined by Contractor as failing to conform to the Contract Documents, notwithstanding that such defective material or Work may not previously have been objected to or may have been paid for or estimated for payment. If Subcontractor shall fail to replace or correct Work deemed defective by Contractor within three (3) business days after written notice from Contractor, Contractor may take down, remove, correct and replace the same at Subcontractor's expense.

Section 8 – Insurance

- A. Subcontractor shall, at its sole expense, provide and maintain in effect at all times during the performance of the Subcontract, insurance coverage with limits not less than those set forth in this **Exhibit “J”** attached hereto, as detailed in this **Section** under forms of policies satisfactory to Contractor and Owner. In the event there is a conflict with the limits required in this **Section** and the limits set forth in **Exhibit “J,”** then the reference to the higher limit shall control and Subcontractor shall procure the higher limit.
- B. **Commercial General Liability:** Commercial General Liability Insurance (“CGL”) with limits of at least **\$1,000,000 each occurrence; \$2,000,000 general aggregate** (on a per project basis as set forth in Section D (i)); **\$2,000,000 products-completed operations hazard aggregate; \$1,000,000 personal and advertising injury; \$100,000 damages to rented premises each occurrence; and \$10,000 medical expenses** (any one person). The CGL insurance shall cover, without limitation, liability arising from Bodily Injury, Personal and Advertising Injury, Property Damage, Premises, Independent Contractors, Contractual Liability, and Products and Completed Operations. The CGL coverage shall be provided for both ongoing and completed operations and shall be written on an occurrence-based coverage form at least as broad as CG 00 01 12/07 CGL Coverage form as issued by the Insurance Services Office, Inc., or its equivalent.
- C. **Excess/Umbrella Liability:** Excess/Umbrella Liability Insurance with limits at minimum **\$5,000,000 each occurrence and \$5,000,000 in the aggregate** (see **Exhibit J for specific requirements**) and following form to the CGL insurance and the Business Automobile Liability Insurance required by this Article and must “drop down” for defense and indemnity in the event of exhaustion of the underlying insurance.
- D. **Liability Insurance Specific Requirements:** Without limiting the foregoing, the CGL and Excess/Umbrella coverage required herein shall comply with the following: (i) there shall be aggregate limits of insurance in the amounts required in this **Section** and **Exhibit J** dedicated to the Project with a per Project endorsement and no aggregate limitation; (ii) the limits of insurance shall not be eroded by defense costs; (iii) there shall be no modification to or deletion of the definition of the “insured contract”; (iv) there shall be no insured vs. insured (cross-suits) exclusion; (v) there shall be no exclusion for claims arising out of subsidence or earth movement; (vi) if Subcontractors working on residential projects (which shall include for rent and for sale dwellings of any type, including but not limited to dormitories and assisted living facilities), there shall be no exclusion for residential construction; (vii) if Subcontractor is furnishing or installing EIFS, there shall be no EIFS exclusion; (viii) there shall be no exclusion for the insureds’ vicarious liability, strict liability, or statutory liability; (ix) there shall be no professional liability exclusion broader than ISO form CG 22 79, or its equivalent; (x) there shall be no exclusions based on the nature and scope of Subcontractor’s work, including without limitation any Classification Limitation applicable to Subcontractor’s Work; (xi) there shall be no exclusions for liability assumed under contract for liability imposed by reason of statute or law; (xii) if Subcontractor performs any work or conducts any operations within 50 feet of any railroad (including light rail, fixed rail or any other rail system), Subcontractor’s insurance shall be endorsed to delete any exclusion, including the Contractual Liability exclusion, for work performed within 50 feet of a railroad, a copy of such endorsement shall be provided to Contractor before work within 50 feet of the railroad commences; (xiii) if Subcontractor is enrolled in a CCIP on this Project, the ISO form CG 21 31 (05/09 edition) endorsement is the only acceptable “wrap-up exclusion” endorsement to Subcontractor’s CGL and Excess/Umbrella coverage; (xiv) there shall be no exclusion or limitation for bodily injury, third-party action over, fall from height, exterior work, or any other labor law or injury to worker-type claim; and (xv) there shall be no Property Damage/Damage to Work exclusion such as the ISO form CG 22 94 which modifies the standard “Your Work” exclusion in the ISO CG 00 01.
- E. **Additional Insured Requirements:** All insurance required by this Article (excluding only Workers’ Compensation and Professional Liability insurance, where required) shall name 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. With respect to the CGL coverage, acceptable additional insured endorsements are (i) ISO CG 20, 10 AND CG 20 37 or (iv) endorsement(s) providing equivalent coverage to the additional insureds as these ISO issued forms. Any edition of ISO form CG 20 33 is strictly prohibited. Non-ISO endorsements must be approved in writing by Contractor. Such insurance shall, by specific endorsement, be deemed to be primary insurance to any similar insurance Contractor may obtain for its own benefit which will be excess or secondary but not contributing insurance. This insurance for the additional insureds shall be at least as broad as the coverage provided for the named insured Subcontractor. In the event Subcontractor has in force any insurance with coverages broader and/or limits higher than the minimum coverage amounts specified in this **Section** or **Exhibit “J”** (a) such broader coverages and higher limits shall insure and be available to all additional insureds and (b) this Subcontract shall be deemed to require such broader coverages and higher limits. The Excess Umbrella insurance required by this Section, and any other insurance required by this Subcontract which is furnished via an excess/umbrella policy form, shall expressly provide that (x) it covers any party as an additional insured who qualifies as such on the underlying insurance; (y) follows form for such additional insured coverage; and (z) the coverage afforded to such additional insured is primary and the additional insured’s other insurance shall be 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 Subcontractor shall provide that the insurer shall defend any suit against the Additional Insured even if such suit is frivolous or fraudulent, so long as such suit arises or is alleged to arise 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.
- F. **Business Auto Liability:** Business Automobile Liability Insurance with limits of at least **\$1,000,000 combined single limit** (each accident) and on a current CA 00 01 ISO form, or its equivalent, covering “any auto,” including all owned, hired and non-owned vehicles used in connection with the work. Such coverage shall be primary and non-contributory to any coverage available to the Additional Insureds, and shall include, without limitation, loading and unloading, uninsured and underinsured motorist coverage, and medical payment protection.
- G. **Workers Compensation/Employer’s Liability Insurance:** Subcontractor shall provide and maintain during the term of work, including any warranty periods, Workers’ Compensation Insurance coverage for all of Subcontractor’s workers at the site of the Project for the state(s) in which work is to be performed as well as the state(s) where the workers may reside in accordance with the **state(s) law with statutory limits**. Additionally, Subcontractor shall maintain during the term of the Work Employers’ Liability Coverage with limits of **\$1,000,000 Bodily Injury per Accident/Employee; \$1,000,000 Bodily Injury per Disease/Employee; and \$1,000,000 Policy limit by disease**. If exposure to United States Longshore & Harbor Workers Act or Maritime Act or the Defense Base Act exists, policies shall be endorsed to provide such coverage.

- H. **Tools and Equipment Insurance:** Subcontractor agrees to furnish insurance which shall insure all its equipment and tools and any tools and equipment rented to Contractor for its use on other portions of the Contract or elsewhere which also lists Contractor as an additional insured. Subcontractor waives subrogation for damage to such equipment and tools. Subcontractor's insurance shall contain a waiver of subrogation consistent with this provision. Such insurance shall be on a replacement cost basis up to the full insurable value of the tools and equipment.
- I. **Sub-subcontractor Requirements:** All requirements in this Section and Exhibit J that Subcontractor is obligated to perform shall likewise be imposed upon, assumed and performed by each of its sub-subcontractors of every tier. Subcontractor and sub-subcontractors shall execute a written agreement, which shall include all such requirements. Subcontractor is responsible for verifying that its sub-subcontractors, truckers, vendors and suppliers of any tier maintain insurance in like form and amounts, including the additional insured requirements. Subcontractor will be liable for any claim, damage, loss, cost or expense arising from reductions, changes, or deletions in sub-subcontractor's insurance that deviates from the requirements of this Article. Subcontractor will maintain evidence of insurance from all sub-subcontractors of every tier and make such evidence of insurance available to Owner and/or Contractor upon request. If this work involves Structural Steel installation it is the responsibility of this Subcontractor to forward Contractor proof that Contractor is being included as additional insured on the erector's policy.
- J. **Waiver of Subrogation:** To the fullest extent permitted by law, Subcontractor waives all rights against Contractor and Owner as well as other parties as required by the General Contract Documents for recovery of all damages to the extent the damages are covered by CGL, Excess/Umbrella, Business Automobile liability or Workers' Compensation and Employer's Liability insurance maintained per requirements stated above (including any deductibles, coinsurance, or self-insured retentions). All policies obtained by Subcontractor pursuant to this Subcontract shall include waivers of subrogation consistent with this provision.
- K. **Primary and Non-Contributory:** All insurance, whether primary, umbrella, or excess, required by this Subcontract shall include contractual liability coverage that shall respond on a primary and non-contributory basis to claims against the Indemnified Parties defined in Article 4, A below, and any similar insurance obtained by such Indemnified Parties shall be secondary and non-contributory regardless of "Other" insurance provisions or rules of horizontal exhaustion.
- L. **Insurance Documents:** Certificates of insurance acceptable to Contractor per Exhibit J shall be filed with Contractor prior to commencement of Subcontractor's Work (including a copy of the required Additional Insured Endorsement). Subcontractor shall provide an updated certificate of insurance upon renewal of any coverage. Upon the request of Contractor, Subcontractor shall provide copies of Subcontractor's full insurance policies.
- M. **Notice of Cancellation:** These certificates and the insurance policies required by this Section shall contain a provision by endorsement 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 Contractor, except 10 days prior written notice of cancellation due to nonpayment of premium. In the event any carrier refuses or fails 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 of losses suffered by Contractor on account of any such failure of notice or cancellation or expiration.
- N. **Maintenance of Insurance:** Subcontractor shall maintain CGL and Excess Umbrella coverage for itself and all additional insureds for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured for at least 6 years (or the statutory period of repose under prevailing state law, whichever is longer) after substantial completion of the entire Project or such longer time as required by the General Contract Documents.
- O. **Evidence of Insurance After Final Payment:** If any of the foregoing insurance coverages are required by this Section and/or Exhibit J or 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 Subcontractor with reasonable promptness according to Subcontractor's information and belief.
- P. **Deductibles/Coinsurance/Retentions:** Subcontractor shall be responsible for deductibles, coinsurance, and self-insured retentions on its own insurance coverages and for the costs of deductibles assessed against Contractor due to any act or omission of Subcontractor. Subcontractor must obtain Contractor's prior written permission for deductibles or self-insured retentions greater than \$50,000.00 per occurrence. Coverage afforded to the additional insureds shall not be conditioned on the payment of any deductible, coinsurance, or retention.
- Q. **Insurer Rating:** All insurance required under this Schedule must be written with insurance companies authorized by state where Subcontractor is performing work to provide such insurance coverage. All such insurers must be reasonably acceptable to Contractor and rated no less than A- VII as shown in the most current issue of A.M. Best's Key Rating Guide.
- R. **Waiver:** Any waiver or modification of the insurance requirements stated in this Schedule must be agreed to in writing by Owner or Contractor.
- S. **Failure to Comply:** If Subcontractor (or any of its subcontractors) shall fail to provide or maintain any or all of the required insurance described hereunder, Subcontractor will be deemed to be in material breach of this Contract and Contractor, in its discretion and without waiving any other remedies, shall be entitled to (i) withhold payments or recoup payments already made to Subcontractor for work on the Project, (ii) terminate Subcontractor for cause, and (iii) purchase replacement insurance at Subcontractor's expense in the name of Subcontractor. In the event Subcontractor shall fail to promptly provide such requested bonds or required insurance, Contractor may terminate this Subcontract and re-let the Work to another Subcontractor and all Contractor costs and expenses incurred thereby shall be paid by Subcontractor, including any price differential.
- T. **Scope-Specific Insurance and Bond Requirements:** ONLY IF your work of this Subcontract includes the following:
- 1) **Alternate Employer/Leased Employer Coverage:** If Subcontractor leases employees through a labor services company, professional employer organization, or other such company, evidence of insurance must be provided through an Alternate Employer/Leased

Employee endorsement naming Contractor, Owner, and Subcontractor on the employment company's workers' compensation policy and a waiver of subrogation in favor of Contractor, Owner, and other parties required by the General Contract Documents.

- 2) Professional Liability Insurance: Subcontractor shall provide professional liability insurance with limits of at least \$2,000,000 per claim/aggregate if Work under this Subcontract includes any professional services, design assist, design-build, stamped drawings, or LEED certification services. Such coverage shall include a prior acts endorsement and shall be maintained for at least 6 years (or the statutory period of repose under prevailing state law, whichever is longer) after completion of the Work or such longer time as required by the General Contract Documents.
- 3) Pollution Liability Insurance: Subcontractors whose Work includes demolition, abatement or remediation of hazardous materials as those terms are defined in federal, state or local law shall provide Pollution Liability Insurance coverage with limits of at least \$5,000,000 per occurrence and \$5,000,000 aggregate; including coverage for asbestos, lead, and PCBs. If Subcontractor's scope of Work includes transporting hazardous materials, the policy must extend pollution coverage to the transportation of hazardous materials or pollutants by waste hauling vehicles. If Subcontractor is subject to the Motor Carrier Act of 1980, then the Motor Carrier Act endorsement MCS-90 must be obtained and attached to the policy.
- 4) Riggers Liability Insurance: Subcontractor and/or its sub-subcontractors shall carry Riggers Liability Insurance with limits no less than \$1,000,000 per occurrence if Subcontractor's Work involves moving, lifting, lowering, rigging or hoisting of property or equipment belonging to others. Such insurance shall insure against physical loss or damage to the property or equipment.
- 5) Marine and Aircraft Liability Insurance: If Subcontractor's means and methods for this Project include use of water craft or air craft, marine and aircraft liability insurance with limits of at least \$5,000,000 per occurrence, including passenger liability, shall be provided if Subcontractor for any owned, leased, chartered, or hired watercraft or aircraft of any type used in the performance of this Subcontract.
- 6) Cyber Risk Liability Insurance: If required in Exhibit "C"-Scope of Work, Subcontractor shall provide cyber-risk liability insurance for data breach and unauthorized privacy disclosures with limits of at least \$2,000,000 per claim/aggregate and coverage equivalent or superior to ISO form endorsement CG 00 65 (12/07).
- 7) Performance and Payment Bonds: Subcontractor shall at its own expense, when required in Exhibit "D" of this Subcontract, procure and deliver to Contractor separate performance and payment bonds to secure Subcontractor's obligations under this Subcontract. Said payment and performance bonds shall be in an amount equal to 100% of the Subcontract Price and in form and from corporate sureties satisfactory to Contractor.

Section 9 – Indemnification

- a. To the fullest extent permitted by law, Subcontractor shall (1) 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 Work under this Subcontract and 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, regardless of whether caused in part by the Indemnified Party; (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 them or any of them; and (3) reimburse the Indemnified Parties for any attorneys' fees and expenses incurred by them with respect to any such claim, regardless of whether or not caused in part by an Indemnified Party. Notwithstanding the foregoing, the indemnity required by this section shall not apply if such demand, claim, cause of action, liability, loss, damage, or expense is caused by the sole negligence of an Indemnified Party.
- b. In claims against any Indemnified Party brought by an employee of Subcontractor, Subcontractor's sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts Subcontractor 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 Subcontractor or Subcontractor's sub-subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- c. To the fullest extent permitted by law, Subcontractor further agrees to defend, indemnify, and hold harmless Contractor. Contractor's surety, and Owner 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 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 Contractor for all cost and expense arising out of such claim, including reasonable attorneys' fees.
- d. To the fullest extent permitted by law, Subcontractor shall defend, indemnify, and hold harmless Contractor and its surety and Owner for any and all demands, claims, causes of action, liabilities, losses, damages, or expense, including reasonable attorneys' fees, 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 Contractor or Owner, and shall be liable to 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 or manufacturers is required by the General Contract Documents unless Subcontractor has reason to believe that a particular design, process or product required by the General Contract Documents may be an infringement of an intellectual property right, and failed to properly notify Contractor of such concern.
- e. The provisions of this Section 9 shall survive the completion of Subcontractor's Work or any termination of this Subcontract.
- f. In the event of the use of Scaffolding, Scaffolding Access Stairways & Ramps, and Material Hoists by Subcontractor, or its employees,

subcontractors or material men, Subcontractor shall be subject to the Scaffolding Indemnity Agreement attached as **Exhibit M** to this Subcontract. **REMOVE IF NOT REQUIRED**

Section 10 – Labor - Subcontractor, in connection with all Work covered by this Subcontract, shall comply with and be bound by any labor agreements executed by Contractor or on Contractor's behalf. Failure at any time to comply with any of the provisions of such agreements will, at the option of Contractor, be cause for immediate termination of this Subcontract for default.

Section 11 - Contractor's Remedies and Termination

- A. Subcontractor shall commence work upon notice from Contractor and shall promptly complete said work in accordance with the instructions of Contractor to meet the project schedule as identified in this Subcontract or as otherwise communicated by Contractor. In the event that Contractor determines that Subcontractor is not maintaining the schedule, Contractor may take such action as it deems necessary, including termination of this Subcontract as provided below or supplementation of Subcontractor's work force, as needed to insure the orderly completion of the Work required by the Prime Contract. The cost of supplementation or replacement of Subcontractor shall be paid by Subcontractor. The cost of supplementation or replacement of Subcontractor shall be paid by Subcontractor. The cost of supplementation or replacement of Subcontractor shall be paid by Subcontractor.
- B. In the event of any breach by Subcontractor of any condition of this Subcontract, the Prime Contract or the Contract Documents, Contractor may, in addition to all other remedies available under the law, take any or all of the following measures:
 - 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: Contractor shall give to Subcontractor written notice of the breach, and, unless said breach is 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 or abandonment of work in which case termination shall be upon twenty-four (24) hours' notice.
- C. 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 term, including but not limited to (a) damages payable by Contractor to Owner; (b) Contractor's costs to complete Subcontractor's work and any increased costs of performance (plus 15% overhead); (c) warranty and re-work costs (plus 15% overhead); (d) liability to third parties; (e) attorneys' fees and related costs incurred by Contractor on account of Subcontractor's default or pursuit of collection; and (f) costs of compliance, expense and damages, including but not limited to fines and penalties assessed against Contractor incurred as a result of violations of safety or any other laws, rules, codes or relations by Subcontractor.
- D. Any sum or sums chargeable to Subcontractor under any provision of this Subcontract may, at the election of Contractor, be deducted from any payments otherwise due or to become due to Subcontractor under this or any other subcontract between Contractor and Subcontractor or any of their affiliates.
- E. In the event that Subcontractor becomes insolvent, or is adjudged 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 Subcontract in accordance with its terms, Contractor may immediately terminate this Subcontract by written notice to Subcontractor.
- F. In addition to the foregoing, Contractor may notify Subcontractor to discontinue all work or any part thereof for the convenience of Contractor. Such notice shall be given to Subcontractor in writing, and, thereupon, Subcontractor shall discontinue such work or such part thereof as Contractor so designates. In the event of a termination for convenience Contractor shall pay to Subcontractor its reasonable pro rata costs of performance to date, but in no event (i) more than the Contract Price, (ii) payment on unexecuted work; and (iii) payment for anticipated profit on unexecuted work.

Section 12 – Disputes – Subcontractor agrees to be bound by and to strictly adhere to the requirements of any provisions in the 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 Subcontract 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) jury-waived judicial decision by a court of competent jurisdiction; provided, however, the determination by Owner, the Architect, or any Court, Board of Arbitration, or other tribunal pursuant to the provisions of the Prime Contract or the 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 Contractor, 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 Owner shall be stayed until the conclusion of Contractor's dispute with Owner. Subcontractor shall be bound by any findings or decisions in such proceedings. At the sole option of Contractor, any legal proceeding with Subcontractor shall be consolidated with any other legal proceeding relating to the work under the General Contract. **THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO TRIAL BY JURY. IN THE EVENT THAT CONTRACTOR EXERCISES THE OPTION TO HAVE A DISPUTE RESOLVED IN COURT, SUCH CASE SHALL BE HEARD BY A JUDGE, JURY-WAIVED.**

Section 13 – Safety - Subcontractor shall take all reasonable safety precautions pertaining to its Work and the conduct thereof. Without limiting the generality of the foregoing, it shall comply with all applicable laws, ordinances, rules, regulations and orders issued by any public or governmental body or authority, whether federal or otherwise, including, but not limited to, OSHA, DOB rules and regulations and Contractor's safety plan and

other requirements set forth in Exhibit "G" attached. All Subcontractor personnel shall comply with all personal protective equipment requirements, including but not limited to wearing OSHA approved hard hats and safety glasses at all times. This is a mandatory requirement.

Section 14- OSHA 10 Training- It is the policy of Contractor that the prevention of occupational injuries and illnesses will be given priority equal with productivity and quality. The maintenance of a safe working environment is the responsibility of all individuals working on-site, therefore, all subcontractors shall share in the responsibility for contributing to the establishment of an accident-free environment by providing all employees with OSHA 10 hour training and certification prior to working on any Contractor project site. If the Project is in New York City, Subcontractor shall be responsible to comply with Local Law 196 of 2017 Construction Safety Training.

Section 15 - General Protection – Hazardous Materials - The Project may involve renovation of existing building(s). If so, the existing building(s) may contain lead, asbestos, or other hazardous materials. It shall be the responsibility of the Subcontractor to thoroughly review the existing site conditions, existing building elements and any environmental reports and/or surveys prior to commencing its work. If it is confirmed that hazardous materials of any kind exist, it shall be the responsibility of Subcontractor to train its employees with respect to protection from said hazardous materials in accordance with all applicable OSHA standards and regulations prior to commencing work on site.

Section 16 – Compliance with Law - Subcontractor shall fully comply with all applicable laws, ordinances and regulations, including those related to labor, employment, wage and hour, overtime, equal opportunity and discrimination, the environment, noise, health, hygiene and safety, and shall obtain and pay for all permits, licenses and official inspections necessary for its work.

Section 17 – Utilizing Contractor Website- The Project will utilize Contractor's controlled project management website for all project documentation. This data base, known as Procore, will be accessed through the internet and will be updated in real time by project team members including Architect and Contractor. 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 Subcontractor as relevant items are added. It will be the responsibility of Subcontractor to regularly check and review updated documents as they are added to the database.

Section 18 – Sales Tax - All prices set forth herein include all applicable Sales and/or Use Taxes unless stated otherwise in the Contract Documents.

Section 19 - Entire Agreement - This Subcontract 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. This Subcontract is intended to incorporate by reference all applicable provisions of law which by law are required to be incorporated in this Subcontract. This Subcontract is binding on the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their proper officers or duly authorized agents.

Sign:

Contractor - *Consigli Construction Co., Inc.*

Sign:

Subcontractor -

Print:

Date:

Print:

Date:

EXHIBIT "G"
Project Safety Requirements

1. **COVID-19 Site Specific Safety Plan Requirements** – It is mutually understood and agreed that the subcontractor shall comply with, and include any cost associated for, compliance with all COVID-19 safety plan requirements as defined by the Contractor. This shall include, but not be limited, modifications for manpower and crews in order to accommodate schedule, PPE requirements, testing requirements, etc.
2. **HEALTH AND SAFETY HAZARD AWARENESS** - Subcontractor recognizes that it and its sub-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 sub-subcontractors and their employees are responsible. Subcontractor further acknowledges that it and its sub-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 sub-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 sub-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 sub-subcontractors, suppliers and employees. Subcontractor hereby certifies that it will not allow on the Project site any sub-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.
3. **OSHA REQUIREMENTS** - The Subcontractor hereby acknowledges that it is familiar with the Federal Regulation 29 CFR 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 Manager copies of all " Safety Data Sheets" for materials being brought onto the jobsite. The Material 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.
4. **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.
5. **ACCIDENT REPORTING** - The Subcontractor hereby acknowledges and agrees to orally notify the Contractor's Project Superintendent immediately after any of the Subcontractor's employees and/or equipment and/or motor vehicles or any of its sub-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 seventy-two (72) hours after any of the Subcontractor's or any of its sub-subcontractor's or supplier's employees are injured in a jobsite accident.
6. **OSHA TRAINING** – All Subcontractors' personnel shall have OSHA 10 hour Construction Training and Certification prior to working on any Contractor Project site. All supervisory personnel shall have OSHA 30 hour Construction Training and Certification. Personnel that are not trained will be asked to leave the Project site until certification is obtained. If the Project is in New York City, Subcontractor shall be responsible to comply with Local Law 196 of 2017 Construction Safety Training.
7. **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.
8. **OSHA REQUIREMENTS FOR EXCAVATION** - The Subcontractor hereby acknowledges and certifies that it is familiar with Federal Regulation 29 CFR, Part 1926, Subpart P – Excavations. Subcontractor hereby agrees to perform the Subcontract Work in full accordance with all of the requirements set forth in this regulation.
9. **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.
10. **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 its Subcontract. This shall take place on-site, prior to the start of Work, with the Contractor safety representative. Subcontractor's onsite Foreman shall be required to attend.
11. **CONTRACTOR 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, Owner and Contractor SAFETY RULES AND REGULATIONS.

(NOTE: Federal OSHA Standards are referenced, however the more stringent of State, Owner or Local Safety Codes shall also apply.)

12. **100% 6FT. FALL PROTECTION** – Contractor has adopted a 100% Six Foot Fall Protection policy on this Project. All work over six feet in height will have a fall protection system in place. Instances where fall protection may create an unsafe condition will be dealt with on a case-by-case basis. Subcontractors shall include in the scope of its work compliance with 100% Six Foot Fall Protection standards for all work activities as detailed in Contractor's Site Specific Safety Manual, which is incorporated by reference in this Subcontract Agreement.
13. **FALL PROTECTION REMOVAL/ACCESS** – If for any reason fall protection must be removed or access is needed to roof decks, controlled access zones, or any areas that do not have the permanently affixed fall protection measures (guardrail systems) and the Contractor Superintendent is not notified in a timely manner, then the Superintendent can require the non-compliant party to then complete a "Fall Protection Access Permit". The permit shall be completed by the Subcontractor and returned to the Contractor Project Site Office.

14. **LEAN PROJECT RULES AND REGULATIONS**

- A. Materials shall be delivered just in time for installation and will require prior approval from Contractor Superintendent. Because of this, notification / scheduling is required for all deliveries to the Project site. Subcontractors must notify Contractor at least twenty-four (24) hours in advance. Contractor has the right to refuse any deliveries not properly scheduled or due to logistical constraints as necessary.
- B. All Subcontractor delivered materials shall be placed on wheeled carts, wheeled racks or in wheeled bins so as to necessitate easy relocation in the event materials need to be moved. Materials/tools can be delivered and stored on pallets only if pallet jacks are delivered simultaneously with said delivery to provide for ready mobility.
- C. All work station's shall be provided with wheeled trash bins for immediate placement of all debris produced as a part of the Subcontractor's operations. All trash will be immediately placed in wheeled containers provided by Contractor. Anything larger than 6' will be cut down to size by Subcontractor prior to placing into bin. Subcontractor will sweep area each day and dumping wheeled containers in Contractor supplied dumpster on a daily basis.
- D. Subcontractors shall use rubber wheeled carts when moving material or removing trash from a building. Any damage caused by Subcontractor shall be repaired at the cost of Subcontractor. Back charges will be appropriately assessed for the cost of the repairs. No trash or materials shall be left on the floor.
- E. Subcontractors shall, where feasible, elevate all electrical extension cords, hoses, or cables – removing them from all walking/working surfaces.
- F. Storage of delivered materials in cardboard containers shall be discouraged. When materials must stay in cardboard containers, said containers shall be removed from the Project immediately after product is unpacked.
- G. Subcontractor will participate in schedule development meetings as required by Contractor.
- H. This is a Lean project and Subcontractor will participate in the Last Planner System including daily schedule/planning meetings when on the Project site.

If Subcontractor is found in non-compliance with any of the applicable rules and regulation, it 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 liquidated damages. Liquidated damages, 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 liquidated damages and the amount of the liquidated damages which could be assessed:

- 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 liquidated damage assessment to Subcontractor.**
- B. All related job ACCIDENTS AND INJURIES shall be reported to the Contractor 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 liquidated damage assessment to 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 Contractor 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 liquidated damage assessment to 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 liquidated damage assessment to Subcontractor for each violating employee.**
- 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 liquidated damage assessment to the Subcontractor for each violating worker.**
- H. SAFETY GLASSES (ANSI Z87.1) shall be required to be worn 100% of the time on all 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 liquidated damage assessment to Subcontractor for each violating employee.**
- 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 liquidated damage assessment for each violating employee, assessed to 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 liquidated damage assessment to Subcontractor for each violating worker.**
- 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 liquidated damage assessment for each day that Subcontractor 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 Contractor projects.
- M. Subcontractor shall provide FALL Protection anytime work over 6' is conducted. **Failure to do so may result in a \$1,000.00 liquidated damage assessment to Subcontractor.**
- N. Subcontractor must provide FALL PROTECTION (harnesses/shock-absorbing lanyards, etc.) as required for its employees where permanent or temporary fall prevention is not in place. **Failure to do so may result in a \$1,000.00 liquidated damage assessment to Subcontractor.**
- O. FIREARMS, ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS are not allowed on the Project 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 \$1,000.00 liquidated damage assessment may be made to Subcontractor for each violating worker involved.**
- P. CAMERAS AND RECORDABLE DEVICES are not allowed unless approved through Contractor's Project Manager's office.
- Q. Subcontractor shall keep its 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 Subcontractor involved for clean-up directed by Contractor.
- 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 liquidated damage assessment to Subcontractor.**
- S. TOOL LANYARDS, are required by Contractor to insure safe working conditions, Subcontractors shall provide their personnel with OSHA approved tool lanyard or tethers for any and all overhead work.
- T. 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, Subcontractor shall provide a GFCI system between his equipment and permanent power. All temp lighting will be attached by non-conductive wiring and bulbs shall be protected on all sides. All extension cords shall be 12 gauge minimum. **Failure to comply may result in a \$500.00 liquidated damage assessment to Subcontractor.**
- U. 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 Contractor for work permits required. **Failure to do so may result in a \$1,000 liquidated damage assessment to Subcontractor.**

- V. Subcontractor must obtain HOTWORK PERMIT for all open flame work as required by the Project Superintendent/Jobsite Safety Manager. 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 liquidated damage assessment to Subcontractor.**
- W. 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 liquidated damage assessment to Subcontractor.**
- X. Crowfoot connections of COMPRESSED AIR HOSES shall be wired or whip checks installed to prevent accidental disconnection. **Failure to do so may result in a \$500.00 liquidated damage assessment to Subcontractor.**
- Y. 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 Contractor. **Failure to do so may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- Z. ELECTRICAL "HOTWORK" is not allowed without written approval from Contractor. Proximity work to electrical equipment is also not allowed without written approval from Contractor. **Failure to comply may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- AA. 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 (3) feet past the walking surface. Ladders shall be rated 1A minimum. **Failure to comply may result in a \$500.00 liquidated damage assessment to Subcontractor.**
- BB. SCAFFOLDING of all types shall be provided, erected and used in accordance with Contractor Safety and Health Chapters as they apply. **Failure to do so may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- CC. CONFINED SPACES procedures are in force and require an entry permit from Contractor. 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 liquidated damage assessment to Subcontractor.**
- DD. HAZARDOUS MATERIALS procedures are in force and protection of all personnel regarding acids, corrosives, flammables and toxics shall be per OSHA 29 CFR 1926, Subpart D (Hazard Communication). **Failure to follow these procedures may result in a \$1,000 liquidated damage assessment to Subcontractor.**
- EE. All WARNING SIGNS, barricades and tags will be used to the fullest extent and shall be obeyed.
- FF. 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 Subcontractor.**
- GG. All TRENCHES/EXCAVATIONS shall be in accordance with OSHA 29 CFR 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. Subcontractor shall complete a written excavation checklist. **Failure to do so may result in a \$1,000.00 liquidated damage assessment to Subcontractor.**
- HH. ALL CONCRETE AND MASONRY CONSTRUCTION shall be in accordance with OSHA 29 CFR 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 liquidated damage assessment to 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 \$1,000.00 liquidated damage assessment to 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 twenty-five (25) gallons unless stored in approved cabinets. A fire extinguisher shall be placed in the immediate vicinity of flammable liquid storage and compressed gases. **Failure to do so may result in a \$500.00 liquidated damage assessment to Subcontractor.**
- KK. VENTILATION METHODS shall be provided by Subcontractor whenever hazardous substances such as dusts, fumes, mists, vapors or gases are produced in the course of 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 \$1,000.00 liquidated damage assessment to Subcontractor.**

- LL. SEXUAL HARASSMENT, including verbally or physically offensive behavior on the Project site, is prohibited. **Failure to adhere to this policy may result in a \$1,000 liquidated damage assessment to Subcontractor and the immediate dismissal of the offending employee(s) from the Project site.**
- 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 Contractor, may result in a \$500.00 liquidated damage assessment 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 Contractor's Safety Program. A complete Safety Program Manual will be made available with the Subcontract Agreement or upon request.

PVIALBANY Short Form Subcontract Agreement

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 or other musical devices 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 Subcontractors 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 be 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 Subcontractor is providing the structural steel for this project** Subcontractor shall provide a two (2) line safety cable railing system at the perimeter of each floor or, roof level and all floor openings as required per local, state and federal regulations. The two (2) line Safety system shall consist of 3/8" aircraft grade cable with no span between stanchions/columns greater than twelve (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 three (3) Crosby clamps.
 - A. **If working in NYC -** Subcontractor shall provide a (2) line safety cable railing system (4 lines at 0", 21", 42", and 60" if working in NYC) at the perimeter of each floor or, roof level and all floor opening as required per local, state, federal regulations. The guard rail system shall consist of 3/8" aircraft grade cable with no span between stanchions/columns greater than 12 feet. Each straight run of cable (all heights) shall have turnbuckles installed. Termination of cables shall occur at stanchions and columns only and shall be done with 2 Crosby clamps. Last sentence deleted as we usually buy that with the concrete subcontractor or will self-perform.
14. **If Subcontractor is providing a lattice boom or tower crane for this project,** it is mutually understood and agreed that Subcontractor 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 twenty (20) or more workers (Drywall thirty (30) 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 Contractor Corporate Safety Director.



EXHIBIT 'J' 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 OF 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 Subcontractor's Agent Name and Address	CONTACT NAME:	
	PHONE (A/C, No. Ext):	PHONE (A/C, No.):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID#:	
	INSURERS AFFORDING COVERAGE	
INSURED Subcontractor's Name and Address	INSURER A: AM Best Rated A-, VII or better	
	INSURER B: AM Best Rated A-, VII or better	
	INSURER C: AM Best Rated A-, VII or better	
	INSURER D: AM Best Rated A-, VII or better	
	INSURER E: AM Best Rated A-, VII or better	
		NAIC #

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. **Limits shown are as requested**

INS R LT R	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/Y Y)	POLICY EXP (MM/DD/Y Y)	LIMITS		
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> RESIDENTIAL COVERAGE <input type="checkbox"/> RIGGERS LIABILITY REQ _____ GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ABC			EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 RIGGERS \$1,000,000.00 IF CHECKED		
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> _____	X	X	ABC			COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)		
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION	X	X	STRUCTURAL STEEL GLASS & GLAZING, FIRE PROTECTION, PLUMBING, HVAC, ELECTRICAL ALL OTHER TRADES			EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	INCLUDES EXEC. OFFICERS, SOLE PROP.			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000		
	PROFESSIONAL POLLUTION LIABILITY INSURANCE	X	X	DESIGN & TESTING SUBCONTRACTORS DEMOLITION & ABATEMENT SUBCONTRACTORS			EACH OCCURRENCE/ AGGREGATE \$2,000,000/\$2,000,000 EACH OCCURRENCE/ AGGREGATE \$5,000,000/\$5,000,000		

DESCRIPTION OF OPERATIONS - JOB - PROJECT NAME -
Consigli Construction Co., Inc. Owner and other parties as required by contract are listed as additional insureds on a primary/non-contributing basis to named insured on the above referenced General Liability and Umbrella Liability policies as it relates to work performed at the captioned project. General Liability policy per ISO 12 07 form and includes coverage for "X, C, U" (hazards, collapse of building, blasting and damage to underground property). Completed Operations, Residential Construction coverage, and Contractual Liability. All policies referenced herein include a waiver of subrogation in favor of Consigli Construction Co., Inc. Owner, and others where required by contract. Worker's Compensation applies in the state which work is performed. **GC- Required Endorsements-** Commercial General Liability endorsement are ISO Additional Insured Endorsement CG 2010 AND CG 2037 or an ISO form providing equivalent coverage to the additional insured as these ISO issued forms.

CERTIFICATE HOLDER	CANCELLATION
Consigli Construction Co., Inc. 199 West St., Suite 100 Pleasant Valley, NY 12569	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

Exhibit "M" Scaffolding Indemnity Agreement

(Subcontractor) hereafter called "User", in consideration and by reason of its Employees', Agents', Subcontractors, Laborers' and Material Men's use of and operations on, around, and near Scaffolding, Scaffolding Access Stairways & Ramps, and Material Hoists, rented by, purchased, and/or erected for Consigli Construction Co., Inc., hereby agrees to the fullest extent permitted by law to indemnify, hold harmless, and defend, at User's sole cost and expense, Consigli Construction Co., Inc., Employees, Agents, Subcontractors, Laborers, and Material Men from and against any and all liabilities, including but not limited to liabilities under Labor Law Sections 240, 241(6), and all losses, demands, debts, claims, causes of action, damages, awards, judgments, actions, and proceedings at law or in equity or otherwise, whether based upon statute or otherwise, costs, including Attorney's fees, costs, and disbursements, arising out of and/or in connection with and/or in any way relating to the use of and operations on, around, and near said Scaffolding,

Scaffolding Access Stairways & Ramps, and Material Hoists and related equipment and items by User and User's Employees, Agents, Subcontractors, Laborers, and Material Men. Each User will be responsible on a Daily

basis for the following:

- x Assume the responsibility of training and certifying your Employees on the safe use of said Scaffolding, Scaffolding Access Stairways & Ramps, and Material Hoists and related equipment as per all OSHA Regulations.
- x Verifying and accepting the Scaffolding, Scaffolding Access Stairways & Ramps, and Material Hoists as being in safe condition before using said equipment on a daily basis. Daily sign off will be required before using said equipment.
- x OSHA compliance of all related OSHA Scaffolding, Scaffolding Access Stairways & Ramps, and Material Hoists Regulations for the User's own respective Employees.

Each User is expressly not allowed to do the following:

- x Remove, replace, move, or adjust any Planks, Side Brackets, Outriggers, Guardrails, Toeboards, Netting, or any other Scaffold Components for the User's own use.
- x Allow access to or use the said Scaffolding, Scaffolding Access Stairways & Ramps, and Material Hoists by any User and User's Employees, Agents, Subcontractors, Laborers, and Material Men without signing this Scaffolding Indemnity Agreement & supplying the Certificate of Insurance.