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Pittsburgh, PA 15222  
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## PROJECT CONTRACT AGREEMENT / SCOPE OF WORK ORDER

Master Subcontract Agreement Dated:

PROJECT: Project Address Here

Date: January 13, 2023

OWNER: Name/Address Here

SUBCONTRACTOR:

Subcontractor ABC  
Address/Ph #

Subcontractor's Representative:

Subcontractor:	Subcontractor ABC
PCA / SWO #	Job Number - Cost Code
Cost Code:	
Project Manager:	
Email:	
SEND ALL INVOICES TO:	@ryconinc.com
THIS INFORMATION MUST APPEAR ON ALL INVOICES	

Subcontractor shall furnish all labor, supervision, coordination, materials, equipment, taxes, and all incidentals to provide and install a complete XXXXX package to include but not be limited to: See attached Scope of Work

Specification Sections: Specification information here

Plans Prepared by: AOR info Here

Addenda:

XXXX

For the Sum of:

\$

Retainage Percentage:

%

Payment Term:

This PCA/SWO and associated Master Subcontract Agreement ("MSA") (if not previously executed) shall be returned no later than 10 days from the date received, or Rycon will proceed with next qualified bidder.

### General Requirements

Contractor refers to Rycon Construction, Inc.; Subcontractor refers to the party identified above. PCA shall refer to Project Contract Agreement; SWO shall refer to Scope of Work Order.

- Subcontractor shall supply a schedule of values (SOV) within 3 days upon receipt of this PCA/SWO
- Subcontractor shall furnish shop drawings according to plans and specifications within 10 days upon receipt of this PCA/SWO. Upon execution of this PCA/SWO, Subcontractor shall proceed at once with preparation and submission of shop drawings and/or samples and the procurement of materials keeping in mind the completion date required and shall pursue the work with adequate forces and facilities to fulfill this requirement. If applicable, Subcontractor shall submit shop drawings in 7 copies and/or samples to Contractor.
- Daily cleanup is mandatory. Subcontractor shall, as often as directed by Contractor completely clean all his work and remove all his debris from the job site. Failure to do so gives Contractor the right to clean his work and/or remove his debris and deduct the costs from the Subcontract amount.
- Subcontractor shall perform all work in strict accordance with OSHA and Contractor safety regulations.
- Subcontractor shall be present at all coordination meetings and "tool box" meetings.
- All work shall be performed per Contractor's project schedule or as mandated by the Project Manager or Project Superintendent. This Project's contractual completion date to the Owner is depicted on Exhibit D hereto (Contract Baseline Schedule). Subcontractor shall perform work in advance of the project schedule as described in Exhibit D given substantial time to do so or in accordance with the parties' MSA.
- The MSA as well as this PCA/SWO must be executed as conditions precedent to payment by Contractor. Proof of all insurance required must accompany said documents.
- All deliveries must be coordinated with the Project Manager and/or Superintendent at least two working days (48hrs) prior to arrival. The location of material at delivery shall be designated by the Project Superintendent. Unloading of material, including staging of materials, is included in this PCA/SWO. All materials stored on site shall be tagged by Subcontractor and stored in a manner that can be easily relocated if necessary.
- Subcontractor has a duty to protect his own work and materials. Contractor does not take responsibility for materials stored on the project that have been stolen, damaged by forces of nature, or damaged by other subcontractors trying to perform their work if the storage of those materials impedes said work.
- All work shall be performed solely by Subcontractor. Subcontractor shall not subcontract his or her work without consent of the general contractor.
- All taxes, shipping, equipment, freight, and delivery charges are included in the contract price.
- All equipment, tools, labor, and certifications necessary to perform Subcontractor's work scope are included in this contract, including but not limited to heavy/large equipment such as forklifts, scissor lifts, booms, etc.
- All necessary and required trade permits based upon governmental jurisdiction, including the cost therefore, are included in this PCA / SWO.
- All material must be ordered and obtained immediately following approved submittals and ready for installation in accordance with the project schedule.
- Change Order mark up shall be limited to that identified in the Owner/Contractor Contract or the parties' MSA. If no such provision is provided, the total mark up shall be 15%, calculated as 10% OH plus 5% Fee. No extras will be paid without a written change order from Contractor.

### Scope of Work

- Subcontractor shall furnish and install all work and material in accordance with plans and specifications, as well as local, municipal, and state codes and life safety authority having jurisdiction over the project. Subcontractor understands and agrees that Subcontractor shall, at all times, comply and be governed by all provisions of the plans, specifications, and addenda including but not limited to general conditions, supplementary conditions, special conditions, wage rates, and instructions.
- The attached/described scope does not constitute Subcontractor's entire scope of work or project responsibilities and is simply an overview, as described by Contractor in reliance upon a cursory review. Subcontractor shall be responsible for all items, including materials, tools, equipment and other incidentals, associated with and necessary for Subcontractor's completion of the Work hereunder. The scope documents, plans, notes, and specifications shall take precedence over any and all proposals submitted by Subcontractor for the same.
- Subcontractor shall coordinate all his work with other trades as applicable. All work and services shall be coordinated with the general contractors field superintendent or personnel as required.
- Scope of work shall be as described on attached scope of work sheet but not limited to the following:

FOR THE ABOVE REFERENCED PROJECT, THIS PCA/SWO BECOMES PART OF AND SUBJECT TO THE EXECUTED MASTER SUBCONTRACT AGREEMENT BETWEEN RYCON CONSTRUCTION INC. AND THE ABOVE LISTED SUBCONTRACTOR. THE FOLLOWING INSTRUCTIONS AND CONDITIONS ARE ALSO PART OF THIS PCA/SWO.

### SUPPLEMENTAL PROVISIONS to the PCA / SWO

- Subcontractor is to provide Contractor with itemized details of the specific submittals that Subcontractor will be required to make under this Scope of Work. In addition, and at the same time, Subcontractor is to provide Contractor with an itemized list of the lead-time (ordering to delivery to the Project) for all equipment, material, fixtures, fittings, etc. included in Subcontractor's Scope of Work and for which a submittal is required. Subcontractor is also to provide dates by when the required submittals will be provided to Contractor. Subcontractor is to coordinate and prioritize submittals with lead-times to ensure that there is no impact or delay to Subcontractor's Work or the Overall Project Schedule (OPS).



- 2 Subcontractor is to secure and pay for and file with Contractor certificates of insurance for workmen's compensation, public liability and property damage liability insurance in such amounts as required by Contractor as outlined in the MSA and/or dictated by Owner. Subcontractor shall comply with the requirements of the local building department and all other laws and ordinances, and save Contractor from all annoyances and fines having reference to the work, and shall give proper authorities all requisite notices relating to the work and to procure and pay for all necessary official licenses or permits to carry on the work. It is agreed that federal and state tax laws, social security laws and unemployment compensation laws are a part of this contract and Subcontractor agrees to comply therewith. Any and all transportation tax, sales tax, and any other tax that might accrue through the purchase of materials or amounts paid for labor by Subcontractor or occasioned by performance of this PCA/SWO shall be borne and paid by said Subcontractor.
- 3 Subcontractor shall complete a Subcontractor Information Data Sheet. The completed data sheet is to be submitted to Contractor within 5 business days after Subcontractor receives an executed PCA/SWO for subcontracted Scope of Work.
- 4 Subcontractor will be responsible for timely coordination of all required inspections and tests through Contractor, so as not to delay the progress of the Work. Subcontractor will be responsible for coordinating and scheduling all required inspections and tests necessary for the completion of Subcontractor's Scope of Work.
- 5 Subcontractor is responsible for the proper excavation and backfilling with appropriate testing for all its Work. Subcontractor will provide Contractor with 48 hours notice prior to backfilling of its Work. Subcontractor shall provide detailed as-built drawings as to locations of any installed underground items that Subcontractor has installed, whether installed per plan or not.
- 6 Subcontractor is to take great care not to disturb/damage any existing utilities, permanent or temporary, that are located on the project site or in an off site area in which Subcontractor may be required to do work in under this Scope of Work. Contractor will have record documents available for Subcontractor with which to locate these utilities. If Subcontractor fails to review these documents and damages a utility referenced in the documents, then Subcontractor will be responsible for the cost of repairs for said utility. Subcontractor is responsible to coordinate all public utility locations, with the appropriate Locator Company, prior to proceeding with any excavation work.
- 7 Subcontractor will take necessary measurements in the field to ensure for proper dimensions and fitting of its work. Where a conflict between the contract documents and/or the field conditions exists, Subcontractor shall notify Contractor prior to proceeding with its Work.
- 8 Subcontractor is responsible for the protection of all it's work and equipment from weather, vandalism, theft, etc. up to final inspection and acceptance by the Architect, Owner, Contractor, Client and any governmental agency having jurisdiction over the work covered under Subcontractor's Scope of Work. The Subcontract price will not be increased for any stolen, damaged or vandalized work, material, equipment, tools, or supplies not properly protected or completed work not covered by the Builders Risk insurance policy for the Project. Subcontractor shall fully, and at all times, protect the Work of others that might be subject to any form of damage during the performance of Subcontractor's Work.
- 9 Contractor will make every effort to ensure that Subcontractor is provided with any and all revisions to the Contract Documents (Drawings, Specifications etc.) in a timely manner. It is, however, Subcontractors responsibility to ensure that he does in fact have all of the latest revised Contract Documents necessary for the performance and completion of its Work for this Project. Contractor will maintain, at the site construction office and available for Subcontractor to review, copies of all of the latest Contract Documents. It is Subcontractor's sole responsibility to review Contractor's documents and confirm that Subcontractor does in fact have in its possession the latest revised Contract Documents for its Work. Should Subcontractor perform any Work that is not in compliance with the latest revised Contract Documents then Subcontractor will bear sole responsibility for rectifying the Work at its cost, to comply with the latest revised Contract Documents. No extension of time will be granted to Subcontractor for this rectification Work.
- 10 It is the responsibility of Subcontractor to immediately notify Contractor of any condition that will impede the progress of the Work, including but not limited to missing information, conflicts, clarifications of the Contract Documents or any other issue. If Contractor cannot resolve the noted condition then an RFI will be submitted to Architect and/or Owner. Upon receipt of a response to the RFI, this response will be transmitted to Subcontractor. Subcontractor is to immediately review the RFI response and determine if there is any change to Subcontractor's Scope of Work. If a change is noted then Subcontractor is to immediately provide Contractor with a breakdown of the time and/or monetary impact of said change.
- 11 The Subcontract price will not be increased for any miscellaneous or incidental items required for the work to meet the intent of Architect's and/or Engineer's design, the Contract Documents, Plans or Specifications.
- 12 Subcontractor will designate, subject to Contractor's approval, an individual as representative of Subcontractor. Said representative will be present at the job site as deemed necessary by the Contractor to coordinate the work, attend job meetings, and review the work of the other trades associated with the work of this Subcontractor. Subcontractor's representative will have the authority to make binding commitments associated with the work of this Subcontractor, i.e. signing of change orders. In addition, Subcontractor must have competent English speaking supervisor on the job site at all times, in order to direct, coordinate and schedule Subcontractor's manpower and equipment.
- 13 Subcontractor shall turn said work over to Contractor in good condition and free and clear of all claims, encumbrances or liens and shall protect and save harmless Contractor and Owner from all claims, encumbrances or liens arising out of the performance of this Subcontract, and Subcontractor will at his own cost and expense defend all suits to establish such claims and pay any such claim or lien so established. Subcontractor shall, as often as requested by Owner or by Contractor furnish a sworn statement showing all parties who furnish labor or materials to Subcontractor, identifying their names and addresses and the amount due or to become due. A similar statement may be required from any subcontractor or supplier of Subcontractor.
- 14 Per the MSA, Subcontractor agrees to abide by OSHA requirements and Contractor's "Jobsite Safety Rules" and will follow all safety requirements of the jobsite superintendent. (Contractor's Safety Manual and/or forms are available at Contractor's main office and will be forwarded to any Subcontractor who has not previously received them. It is Subcontractor's responsibility to be in possession of all forms and procedures for both safety programs).
- 15 Contractor will prepare and provide to Subcontractor its own Punch List of Subcontractor's Work upon substantial completion of Subcontractor's Scope of Work as defined in the Contract Documents. Subcontractor is required, and agrees, to complete the required Punch List Work within 15 working days, or such time frame deemed appropriate by the Project manager, from receipt of said Punch List. If Subcontractor fails to comply with this requirement, then Contractor can supplement, perform and/or hire separate subcontractors or suppliers as may be needed to complete Subcontractor's Punch List. The cost of those additional services will be applied to a Change Order and deducted from Subcontractors contract amount. No advanced notice of failure to comply with this requirement will be issued to Subcontractor. It is Subcontractor's responsibility to Punch Out and rectify its own Work as Subcontractor's Work progresses.
- 16 Subcontractor must maintain a redlined set of reproducible as-builts in Contractor's site trailer at all times detailing all deviations from the Contract Documents on a daily basis. Subcontractor must provide Contractor with a copy of the redlined as-builts on a periodic basis as requested by Contractor. The as-built drawings will include all work identified under the Scope of Work for this Project. Subcontractor must comply with this requirement as a condition precedent to payment. Failure to comply with this obligation will constitute a material breach of the Contract.
- 17 Subcontractor is to provide the Contractor with four (4) original sets or number set forth in the Owner's Contract Documents, which ever is greater, of O&M manuals in white, hard-covered three ring binders. The O&M manual(s) is to include individual divisions for each and every component, equipment, fixture etc. provided under Subcontractors Scope of Work. The O&M manual is to have a clear and precise index identifying the contents of each division. Each item included in the manual is to have clear instructions on, but not limited to the following: (1) Startup, (2) Operation, (3) Shutdown, (4) Troubleshooting, (5) Schedule maintenance requirements and schedules for required maintenance, (6) Recommended spare parts list and spare parts
- 18 Subcontractor is to provide on site operational, maintenance, and emergency procedures training for the major systems/equipment provided by Subcontractor under this Scope of Work. The required training will be given utilizing the O&M manual as provided by Subcontractor to Contractor. Subcontractor will allocate and indicate the time necessary to complete a comprehensive training seminar. The date, time, and attendees for this training will be coordinated through Contractor. Subcontractor's Scope of Work allows for one training seminar per major
- 19 Provide Attic Job of finish items for Owner's future use in accordance with the requirements of the Subcontract Documents.
- 20 Subcontractor is responsible for providing Contractor with one set of keys for any lockable device, piece of equipment, component, etc. that is provided under Subcontractor's Scope of Work. Keys shall be mounted on a key ring with a permanent label that clearly identifies the device, equipment, component, etc. and their locations.
- 21 If a project is phased or requires phasing per the contract documents then Subcontractor shall adhere to the Phasing as shown in the Subcontract Documents and Project Schedule and provide portions of the Work and deliver materials as needed to meet this Phasing plan.
- 22 Onsite parking may not be available. Field personnel shall be required to find their own offsite parking if parking is not available.
- 23 Unit prices (including all labor, material, crane, insurance, taxes, overhead and profit, the prices of which shall be firm for duration of the project) are the following:
- 24 For Projects with New or Existing Elevator Use - Elevators in the building may or may not be available for use to carry materials and personnel to the upper floors. If available for Subcontractor's use, Subcontractor shall pay for any operator required to be used, and also share in the costs of protection, maintenance and warranty of the elevator with other contractors using

Subcontractor Initials \_\_\_\_\_

General Contractors Initials \_\_\_\_\_



- 25 For Projects in which Owner maintains occupancy - Adjacent areas or buildings will be occupied by Owner during construction. Subcontractor shall take necessary measures to avoid disruption to Owner's occupants and operations. This may require performing certain task during off-hours or weekends, especially related to any utility disruptions, at no additional costs. Subcontractor is prohibited from using Owner's occupied spaces or parking areas for staging. Work access, storage of materials or contractor access unless special permission is granted by Owner and Contractor in writing. Subcontractor shall comply with Owner's notification procedures and time constraints for all utility shutdowns.
- 26 For LEED Projects - If the Project is a LEED Project, Subcontractor will comply with all LEED requirements including providing submittals and documentation on a regular basis to Contractor, as well as any LEED closeout documents.
- 27 This PCA/SWO shall include all addendums made to this document as agreed between Contractor and Subcontractor, inclusive of Supplement Provisions and any Exhibits hereto. This PCA/SWO is subject to the approval of Contractor, by the Contractor's Project Manager, Vice President, or Executive Vice President. Subcontractor will include all provisions and requirements of this PCA/SWO and the MSA in any sub-subcontract issued by Subcontractor and notify Contractor prior to such agreement for written approval.
- 28 To the extent applicable to this Project, Subcontractor is to prepare and provide to Contractor a copy of Subcontractor's Hurricane Preparation Program or, if requested by Contractor, a Named Storm Preparation Program. Subcontractor shall maintain the Project site in such manner as to ensure that all preparations required to secure material and equipment can be completed within four (4) hours of notice of a hurricane notice and further maintain said condition throughout the hurricane season. The Program should identify the various steps that Subcontractor will take to safeguard Subcontractor's materials, equipment, etc. in the event that a Tropical Storm or Hurricane is approaching. Subcontractor's Program shall be submitted to the Contractor within one (1) week from Subcontractor's execution of this PCA/SWO. The Program shall identify Subcontractor's different preparatory steps based upon: (1) Issuance of a Tropical Storm or Hurricane Watch; and (2) Issuance of a Tropical Storm or Hurricane Warning.

**General Contractor**  
**Rycon Construction Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Subcontractor**  
**Subcontractor ABC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_