

## Project Requirements

Intended to further define, but not limit the general scope of the Subcontract Work.

The Drawings, Specifications, Addenda and other documents affecting the design published by the project design team are to be treated by Subcontractor as “scope” documents that indicate the general scope of the project in terms of Owner’s Project Criteria, the overall dimensions, the type of structural, mechanical, electrical, utility, and all other systems, and an outline of the major architectural elements. As “scope” documents, the Drawings, Specifications, Addenda and other documents affecting the design published by the project design team do not necessarily indicate or describe all items required for the proper completion of the Subcontract Work, but it is to be understood that the intent is a complete job in every respect. Items set forth below are not intended to exclude any other requirements under the Contract Documents.

**1. GENERAL ITEMS** The following items must be completed in strict conformance with this Subcontract Agreement prior to mobilizing to the jobsite:

- Required insurance certificate(s). See Insurance Exhibit for further information and requirements.
- Subcontractor’s Site-specific Safety Plan. See Safety Exhibit for further information and additional requirements.
- Name and contact information for Subcontractor’s authorized representative and emergency telephone numbers.

**2. DAILY DIARY**

2.1 Subcontractor shall complete its required jobsite daily diary and submit it to TRICO’s supervision at the end of each shift.

**3. CHANGES**

3.1 Proposals for extra work or changes shall be submitted with detailed breakdowns itemizing quantities, unit costs, man-hours, rates, etc. as required by TRICO for review. Combined markup for Overhead & Profit shall be as stipulated in Subcontract Exhibit A. The format of Subcontractor’s proposals is subject to approval by TRICO’s Project Management.

**4. PERMITS AND FEES**

4.1 Subcontractor shall pay for and secure any haul, trucking, traffic, street use, or any other permits that may apply to its work outside of the General Building Permit, and for scheduling and passing all inspections and tests required in a timely manner so as not to delay the Work. All inspections and tests shall be logged on a daily basis at TRICO’s jobsite office.

4.2 Fire Protection, HVAC, Plumbing, Electrical (including low voltage tel/data, security, A/V, HVAC/BMS controls and the like) and Fire Alarm Subcontractors shall secure all permits and pay for all plan review fees associated with its work under this Subcontract.

**5. SAFETY**

5.1 Subcontractor shall strictly observe all safety requirements on the jobsite and perform its work in a workmanlike manner. Compulsory safety equipment includes, but is not limited to, the following:

- 5.1.1 Safety glasses shall be worn at all time.
- 5.1.2 Work boots shall be worn at all time.
- 5.1.3 Hard hats shall be worn at all time.

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5.1.4 Trench shoring.

5.1.5 Air monitoring, ventilation, and other required safety equipment for work in confined spaces.

5.1.6 Fall Protection equipment – 100% tied off.

5.2 Abuse or misuse of TRICO furnished ladders, equipment or tools and any accidents or losses resulting from Subcontractor's operations, shall be the responsibility of Subcontractor.

5.3 Subcontractor's progress payments will be withheld until Subcontractor's safety procedures and submittals are in compliance with TRICO's requirements.

5.4 Subcontractor shall provide adequate ventilation, dust collection, or other methods as approved by TRICO, in any area where fumes or dust are created by Subcontractor's operations as necessary to avoid Project impacts, impacts to the work of others, and in accordance with applicable regulations and codes.

5.5 Subcontractor shall initiate and permanently maintain all hazardous material record keeping required by federal and state regulations and shall make these records available for inspection by TRICO. Where applicable, this includes current SDS and the necessary records for transporting, receiving, handling, storing and disposal of hazardous materials and wastes.

5.6 All of Subcontractor shall be properly trained in the use of any hazardous materials brought on-site.

5.7 Subcontractor shall furnish, install and remove all temporary safety measures required for completion of Subcontractor's scope of work including engineered systems as required by WISHA/DOSH.

5.8 Subcontractor shall be responsible to ensure their storage and work areas are maintained to provide adequate protection to the public, the facility, construction personnel and other construction activities.

5.9 Subcontractor shall make available on site all documentation of compliance with the WAC Safety Standards for Construction work, including, but not limited to: Self inspection program, disciplinary action, safety training, weekly safety meetings, weekly walk around inspections, accident investigations, hazard communication program chemical list, SDS and written fall protection plans.

## **6. HOUSEKEEPING**

6.1 Subcontractor shall perform continuous cleanup of its work including removal of all its debris daily to on-site trash containers provided by TRICO, unless stated otherwise in Exhibit A of the Subcontract. Large packaging, crates, soils and rubble shall be removed from the project site and legally disposed by Subcontractor and are not allowed in TRICO supplied trash containers. Subcontractor shall leave its work area(s) broom clean at the end of each day. Should Subcontractor fail to perform cleanup as defined herein, TRICO may, after one day's written notice, perform the cleanup for Subcontractor and deduct the costs of the cleanup performed for Subcontractor from Subcontract Price.

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6.2 Subcontractor shall maintain neat, orderly, and safe work areas at all times. Subcontractor shall take precautions to protect adjacent finished surfaces from damage as a result of its work activities. Subcontractor shall take all precautions to protect surfaces from impacts, abrasions, dropped and/or spilled materials or other debris during its installation. Subcontractor shall clean up its work areas continuously and not allow dropped and/or spilled materials to harden on a finished surface. Subcontractor's work area shall be left picked up and clean at the end of each shift.

6.3 Subcontractor shall keep all streets and other access points clean and free of dirt and debris from its activities at all times and be responsible for repairs, cleaning, and maintenance of streets and drainage systems as necessary due to its operations as well as for all associated traffic control, impacts and the like. Subcontractor shall clean up its trucks and equipment prior to exiting the jobsite to avoid tracking or spillage of dirt and debris.

6.4 Employees of Subcontractor and their lower-tier Subcontractors are only permitted to smoke, chew tobacco, eat and drink outside of the construction area and as designated by TRICO's supervision.

6.5 TRICO shall provide a construction fence around the site. Subcontractor shall open, close, and maintain the construction fence to the extent that maintenance is required due to Subcontractor's operations.

### **OTHER GENERAL CONDITIONS**

#### **7. RECORD DRAWINGS**

7.1 As part of the Contract requirements, Subcontractor is required to document all variations between the construction actually provided and that indicated or specified in the Contract Documents. Subcontractor will maintain a reproducible of record drawings on the jobsite. Daily, Subcontractor must document, neatly and legibly, all variations. Subcontractor will be required to demonstrate that record drawings are being maintained prior to the release of Subcontractor's monthly progress payments.

7.2 SUBMITTALS shall be transmitted to TRICO with related Specification Section(s) and work area clearly noted on the transmittal. Submittals shall be provided electronically in .pdf format. Subcontractor shall coordinate its work with that of other trades prior to the preparation of project specific shop drawings and shall furnish updated sets of approved shop drawings and data for distribution electronically in .pdf format for TRICO's other trades and field use. Product samples shall be submitted with four (4) copies, or as approved by TRICO.

#### **8. SUBSTITUTIONS**

8.1 In general, substitutions will not be allowed unless 1) Clearly identified on the Bid Form at the time of Subcontractor's bid, 2) Specified product, material or equipment is no longer available or, 3) Subcontractor clearly identifies the value of cost savings in their proposed substitution.

8.2 Any and all fees charged for reviewing proposed substitutions submitted by Subcontractor will be reimbursed against Subcontractor's account.

8.3 If a substitution is approved, Subcontractor shall guarantee that the materials or equipment

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submitted are in accordance with the Specifications and will meet the performance requirements of the Contract Documents. If the material or equipment differs from that specified, Subcontractor shall be responsible for the consequences of any failure and shall assume any added cost of changes in construction, design or engineering resulting from the substitution.

### **9. STORAGE, ACCESS, HOISTING:**

9.1 The Subcontractor shall coordinate its material and equipment deliveries to the site with the TRICO to minimize conflicts. Storage at the site must be at locations approved by the TRICO to utilize allowable space and to eliminate interference with work performance. Subcontractor shall deliver, unload and transfer all material and equipment to the location of the work. Protection of Subcontractor's stored items is the Subcontractor's responsibility, including keeping material off the grade or floor to prevent water damage.

9.2 Subcontractor is responsible for unloading, distributing, securing and protecting its materials and equipment daily. Securing of materials for roof work includes ensuring that all materials, accessories, packaging, temporary protection, scrap, etc., is stored and managed against falling or being blown off of the building. Scrap shall be removed from the roof and work areas shall be carefully inspected at the end of each day to ensure that they are fully secured against unpredictable or changing weather conditions.

9.3 Unless specifically stated otherwise, the following functions will be provided complete by the Subcontractor as required for its operations: Special access requirements, provisions for movement and flow of Subcontractor equipment and materials, staging and scaffolding, rigging, special heat and/or light requirements and jobsite storage area preparations.

9.4 All scaffolding, ladders, staging, and rigging required for Subcontractor's operations shall be furnished, erected, maintained, dismantled and removed by the Subcontractor and must comply with all applicable regulations and codes. Subcontractor shall properly secure its scaffolding units to prevent toppling or excessive movement during inclement weather. Note: Metal ladders are not allowed to be used on this project. All ladders shall be constructed of wood or fiberglass materials.

9.5 Any hoisting, moving or handling of the Subcontractor's materials, tools & equipment is the responsibility of the Subcontractor.

9.6 Where arrangements have been made for the use of any of TRICO'S hoisting equipment, it will be understood that this arrangement applies only within the limits and capacities of the TRICO'S on-site equipment.

### **10. TEMPORARY SERVICES**

10.1 TRICO will provide a 20A 120V temporary power source within 100 feet of Subcontractor's work area. Subcontractor shall provide their own GFCI pigtailed for plugging their temporary power cords into, as necessary. Subcontractor shall remove and replace any of the temporary power cords, which are damaged or have exposed insulation showing. Subcontractor shall not operate any breakers or switches that are part of TRICO's temporary power system. In the event of any kind of power failure, Subcontractor shall immediately notify TRICO or the Electrical Subcontractor designated foreman if so requested by TRICO.

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10.2 TRICO will provide pathway lighting as required by regulations in stairways and core areas. Subcontractor will provide all additional accessories, cords and task lighting required for its operations.

10.3 Temporary toilet facilities will be provided by TRICO.

10.4 Temporary water will be provided by TRICO at a hose bib. Hoses, fitted with nozzles with shut offs, shall be furnished by Subcontractor, if required for the performance of its work. Subcontractor shall shut off hose bibs at the end of each workday so that no hose will remain unattended with water pressure during non-working hours. Drinking water will be provided by Subcontractor in approved containers, which shall be maintained by Subcontractor, including drinking cups, for its own workers.

### **11. CONTRACT DOCUMENTS**

11.1 Subcontractor will always provide and maintain updated copies of the Contract drawings and specifications on site for the use of their employees.

### **12. ADDITIONAL REQUIREMENTS**

12.1 Subcontractor shall not place any signage of any type at the project site unless specifically approved, in writing, by TRICO.

12.2 Subcontractor's Representative shall be reasonably available to the TRICO and shall have the necessary expertise and experience required to supervise the Work. Subcontractor's representative shall communicate regularly with the TRICO and shall be vested with the authority to act on behalf of Subcontractor.

12.3 Subcontractor shall replace its supervisory and/or project management personnel assigned to the project within 48 hours if directed in writing by TRICO. Subcontractor shall not replace its supervisory and/or project management personnel assigned to the project unless approved in writing by TRICO.

12.4 Stored Materials: At a minimum, Subcontractor shall provide:

12.4.1 Evidence that the materials are stored at a location acceptable to TRICO, Owner & Lender

12.4.2 Evidence that the materials are fully insured to TRICO and Owner's satisfaction.

12.4.3 Evidence of a UCC filing to protect Owners interest in the materials.

12.5 In addition to requirements and details indicated in the Contract Documents, Subcontractor shall comply with the requirements of all applicable codes, ordinances and regulations of governing authorities having jurisdiction. Where a conflict exists, the most stringent of the requirements shall take precedence. Subcontractor shall immediately notify TRICO's supervision of any conflict.

12.6 Any damage, due to the negligence of Subcontractor, to existing structural or architectural building components, doors, frames, windows, walls, ceilings, and all finished items will be the

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responsibility of Subcontractor.

12.7 All Subcontractor materials in any plenum space or passing through rated construction must meet all governing codes having jurisdiction and the Contract Documents. Subcontractors are individually responsible for providing the required UL approved fire caulking systems where their materials penetrate fire rated wall or floor construction. Additionally, Subcontractors are individually responsible for providing Architect approved acoustical caulking where their materials penetrate acoustical walls.

12.8 Subcontractor shall inspect all areas and surfaces to receive its work and notify TRICO, in writing, prior to starting work of conditions that may adversely affect its installation, the quality of the final product, or the ability to pass final inspections. Commencement of work constitutes acceptance of jobsite conditions and substrates.

12.9 Subcontractor shall use “no mark” tires on all equipment to be used on permanent concrete surfaces.

12.10 Subcontractor shall actively participate in minimizing any water intrusion and/or migration through the building during construction and at final installation. Measures that Subcontractor will be responsible for include, but are not necessarily limited to, the following:

12.10.1 All cast in place blockouts, sleeves, pipes, and conduits shall be extended 1” minimum above structural slab and positively sealed to prevent water on the slab from penetrating to area below.

12.10.2 Caps or covers will be installed, sealed and maintained watertight on all penetrations in vertical and horizontal assemblies.

12.10.3 Subcontractor shall use waterproof fire and/or acoustic caulking at all floor and wall penetrations. Caulking shall be installed at all risers on a floor-by-floor basis to seal all penetrations from leaking from one floor to the next.

12.10.4 Any roof or deck penetrations made shall be covered AT ALL TIMES with a watertight barrier to prevent water intrusion at the area of the work.

12.10.5 All framed shafts and exterior walls will be caulked and sealed at the bottom track and at all penetrations at the time of installation to prevent water intrusion.

12.10.6 Subcontractor is responsible for the safe storage of their materials on and off site and for the protection of their materials from moisture absorption and damage from direct contact with water, sunlight or exposure to detrimental humidity levels.

12.10.7 Materials should be delivered to site as needed and stored in a manner and environment acceptable to the material manufacturer.

12.10.8 Any material installed that exhibits moisture damage or any indication of subsequent mold production will be replaced at Subcontractor’s expense unless moisture damage is caused by water intrusion due to the negligence of others.

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12.10.9 Subcontractor will submit shop drawings for all manufactured and shop built sleeves and details showing how all penetrations will be temporarily and permanently sealed to meet these requirements.

12.10.10 Subcontractor's measures for water intrusion and/or migration are subject to the approval of TRICO's Supervision.

### **13. LAYOUT AND CONTROLS**

13.1 Subcontractor shall be responsible for their own entire layout, alignment and leveling of all Installations under this scope of work. TRICO will provide one grid line along the X and Y-axis on the first floor and vertical control point for the building ONLY. Subcontractor is responsible for replacing (at their own cost) all staking, flagging, gridline layouts and/or benchmarks damaged or removed by their personnel in performing this scope of work.

13.2 Subcontractor shall coordinate locations and sizes of all openings in Subcontractor's work with other affected Subcontractors. Subcontractor's failure to coordinate with other trades will result in Subcontractor reworking openings in their work at no additional expense to TRICO.

13.3 Concrete Layout and Coordination: Subcontractor is responsible for coordination of layout and installation of all required embeds, sleeves, bolts, block-outs, grounding connections, floor drains, etc. necessary for its scope of work.

13.4 Subcontractor shall furnish layout drawings of proposed Access Door types and locations for approval; layout approved locations in the field prior to framing, and furnish the proper sizes and quantities of access doors to the metal framing/drywall Subcontractor for installation. All access doors on the project will be provided by the same manufacturer (first approved).

13.5 Subcontractor shall be solely responsible for providing locating services for all underground utilities within the Subcontractor's work areas for Subcontractor's work.

13.6 Pens, paint, pencils, keels, etc. used for layout markings shall be non-permanent and easily removable when no longer required. Markings shall be completely removed from all locations including those designated to receive floorings or surfaces to receive paint. Marking which are not removed and telegraph through finishes shall be repaired/replaced at Subcontractor's expense.

### **14. QUALITY CONTROL**

14.1 Subcontractor is responsible for his own quality control including, but not limited to, the following:

14.1.1 Subcontractor shall prepare and submit their project specific written quality control plan prior to start of construction for approval by TRICO.

14.1.2 Subcontractor shall designate an onsite quality control representative who will actively participate in the Quality Control process.

14.2 Subcontractor is subject to a final quality control walk through with TRICO and must complete any necessary punch list items as seen fit by TRICO's management.