



Federal Way Public Schools
THOMAS JEFFERSON HIGH SCHOOL
4248 S 288TH Street
Auburn, WA 98001

Bid Manual

Bid Date: March 10th, 2020 @ 2PM

Milne Electric is Requesting Subcontractor Bids for Scope of Work:

Bid Package: TJHS - 27.3 – IP Intercom and Clock

Note: See Invitations to Bid to Identify Due Dates of Each BidPackage



Federal Way Public Schools
THOMAS JEFFERSON HIGH SCHOOL

Bid Package: TJHS-27.2 Audio Visual System

TABLE OF CONTENTS

00100	Invitation to Bid
00200	Instructions to Bidders
00300	Bid Form
00400	Subcontract Package
00500	Scope of Work



14582 172nd DR SE Monroe,
WA 98272
(360) 863-9617 Fax (360) 805-0287

00100 Invitation to Bid

To: Subcontractors, Suppliers, and Vendors
From: Milne Electric, Inc.

Jim Graham, Estimator
jim.graham@milneelectric.com

Thomas Jefferson High School

Bid Package: TJHS - 27.3 – IP Intercom and Clock

BID DATE: March 10th, 2020

BID TIME: 2:00 PM

Sealed Bids for this package are to be delivered to Milne Electrics office at 14582 172nd Dr. SE. Suite #1 Monroe, WA 98272 on or before the date & time stated above. Faxed or emailed bids will not be accepted. Do not make any modifications to the bid form. Sealed envelope should indicate company name, address, contact information and Bid package as shown above.

SCOPE OF WORK: to include but not limited to Bid Item

#1

270510	Common Work results for Audio-Video Systems (As applicable to this scope)
270528.33	Conduits and Back boxes for Audio-Video (As applicable to this scope)
275123	IP Intercom and Clock System

Documents are available on BXWA-Posted Projects-General Contractor Area-Washington-MilneElectric- Projects Bidding

Bid Package: TJHS - 27.3 – IP Intercom and Clock

Bid Set #2 Plans Volume 1, and 2 and Specs Volume 1, 2 and 3, and are dated 2/7/2020

Terms and Conditions: *By submitting a proposal, you agree to be bound to all terms and conditions of the project documents, including the Invitation to Bid, plans, specifications, Addendums, Q&A and all applicable codes.*

TRADE UNIONS Trade Contractor recognizes Milne Electric, Inc. has an agreement with the following Union; Local 46 of the International Brotherhood of Electrical Workers. In accordance with RCW 39.10.380 Subcontractor Bidding Procedure, Trade Contractors shall be obligated and bound to such agreements for work claimed by the Electrical Union. Should any of Trade Contractor work (including work of lower tier subcontractors) be claimed by this Union, Subcontractor will enter into an agreement with this Union for performance of the claimed work on this project.



Federal Way Public Schools THOMAS JEFFERSON HIGH SCHOOL

Bid Package: TJHS-27.3-IP Intercom and Clock

00200 INSTRUCTIONS TO BIDDERS

- Note that the “Request for Bids — Bid Manual includes a Milne Electric Subcontract Agreement.*

Sealed bid proposals will be received from subcontractors for each individual scopes of work as described at the times, dates, and location stated on the Bid Form.

No oral, telephonic, telegraphic, or faxed bids will be considered.

Quotations for this Bid Package shall be submitted in one submittal in accordance with the following: The sealed bid shall consist of the Base Bid and alternates as defined on the Bid Form and shall be received no later than the Bid Time. The quotations will be time stamped by Milne Electric and held (unopened) until the designated bid opening time.

Milne Electric will publicly open the bids at the bid opening time designated in the Bid Form. In the event that the ECCM is bidding this scope of work the GCCM (General Contractor) shall manage the Bid Opening for that specific scope of work. Bidders shall submit their quotations together with all required bid information and Bid Bond (If required as part of this package) in sealed envelopes marked as follows:

PROJECT:	Federal Way Public Schools Thomas Jefferson High School Bid Package: TJHS - 27.3 – IP Intercom and Clock
ECCM:	Milne Electric Monroe, WA
BID LOCATION:	Milne Electric 14582 172 nd Dr. SE Monroe, WA 98272

BID BOND

A bid bond should be in made payable to Milne Electric when a bid is over **\$300,000**. The bond shall be for an amount equal to at least five (5%) percent of the total base bid. The bid bond shall accompany the Bid Form of each quotation as evidence of good faith and as a guarantee that if awarded the subcontract, the bidder will execute the subcontract and provide bonds as required by the bidding documents. Should the successful bidder fail to enter into a subcontract or furnish satisfactory Payment & Performance Bonds within seven (15) days after receiving from Milne Electric properly prepared subcontract forms; the bid bond shall be forfeited as liquidated damages.

FILLING OUT THE BID FORM

The bid form shall be completely filled out. The Bid Forms are to be submitted unaccompanied by the Bid Documents and not submitted bound into the Bid Documents. All blank spaces in the bid forms shall be properly filled in. Bidders shall respond to all alternates and/or unit prices with either an additive price, deductive price or “no change in price”. Bidder’s that judge that a particular alternate or unit price does not affect their price shall also respond with “no change in price”. Failure to respond to all bid items in accordance with the above may be cause to reject a quotation as non-responsive. If the quotation is made by a partnership or joint venture, it shall be so stated and it shall contain the names of each partner or co-venture and shall be signed in the firm name(s), followed by the written signature of the partners. Quotations submitted by a Joint Venture shall include, attached to the bid form, a copy of the fully executed Joint Venture Agreements. If the proposal is made by a corporation, it shall be signed by the name of the corporation, followed by the written signature of the officer authorized to sign for the Corporation, and the printed or typewritten designation of the office and the officer's title. The address of the bidder shall be typed or printed on the bid form in the space provided.

Except as otherwise provided herein, quotations which are incomplete, or which are conditioned in any way, or which contain erasures, alterations, exceptions or items not called for’ in the quotation, oi’ which are not in conformity to the law, may be rejected as non-responsive. The advertisement invites bids on definite plans, specifications and scope of work as defined in the bid package. Only the amounts and information asked for on the bid form furnished will be considered as the bid. Each bidder shall bid upon the work exactly as described in the bid package and as provided in the bid form.

ACKNOWLEDGING ADDENDA

Bidders shall acknowledge all addenda in the space provided in the bid form. Failure to acknowledge addenda may result in the bid being rejected as non-responsive.

CONTRACTOR VERIFICATION: It is the responsibility of bidding Contractors to verify and review the entirety of Addenda that have been issued for a complete understanding of the scope of work required under a particular bid package. All bidders shall acknowledge the receipt of the Addenda on the “BID PROPOSAL FORM” by identifying those received in the space provided on the respective BidForm.

MODIFICATION OF BID

Subcontractor understands the Public Bidding Process and has not conditioned its bid in any way. The Advertisement invites bids on definite plans, specifications and scope of work as defined in this bid package. Subcontractor's bid is based upon the work exactly as described in this bid package including plans and specifications and referenced documents.

WITHDRAWAL OF BID

At any time prior to the scheduled closing time for receipt of bids, any bidder may withdraw its proposal by written request or personally. If withdrawal is made personally, proper receipt shall be given therefore.

After the scheduled closing time for receipt of quotations, through the award of subcontract no bidder will be permitted to withdraw its quotation unless said award is delayed for a period exceeding ninety (90) Days. Any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

REJECTION OR ACCEPTANCE OF BID

The lowest responsive and responsible bidder shall be determined by the ECCM and the GCCM.

It is intended that the subcontracts shall be awarded to the lowest responsible and responsive bidder in each subcontract bid package. Bidders are advised that in determining the lowest responsive and responsible bidder, the ECCM and GCCM may consider the base bid plus such alternates included in the bid documents, and listed on the bid form. The determination as to the award of the contract shall include, in addition to conformity to the Bid Documents and price.

BID RESULTS

Bids will be opened publicly at the time and place advertised in the invitation to bid and read aloud. After the bid opening, Bidders may obtain bid results by telephone from the GCCM. Bidders are directed not to call the Owner.

NEGOTIATION OF BIDS OVERBUDGET

The GCCM may negotiate an adjustment to the low responsive and responsible bid based upon agreed changes to the subcontract scope to bring the bid within the amount of the Final Bid Package Estimate in accordance with the provisions of RCW 39.10.080.

EXAMINATION OF SITE AND CONDITIONS

Before submitting its proposal, the bidder shall examine the site of the work and ascertain for itself all of the physical conditions in relation thereto and all other conditions under which the work will be performed. Failure to take this precaution will not release the successful bidder from entering into contracts nor excuse it from performing the work in strict accordance with the terms of the contract. Subcontractors shall employ methods and means in the carrying out of their work as will not cause any interruption or interference with any other contract. No statement made by an officer, agent, or employee of the Owner, Architect, GCCM, or ECCM, in relation to the physical conditions pertaining to the site of the work will be binding on the Owner, Architect, GCCM, or ECCM.

PAYMENT AND PERFORMANCE BONDS

Bidder's awarded subcontracts in excess of \$300,000 shall be required to provide payment and performance bonds written in the full subcontract amount on forms acceptable to the ECCM and GCCM within seven (14) calendar days of receiving a subcontract. The cost of the bonds shall be included in the bidder's base bid. There shall be no reimbursement in addition to the bid price for the cost of the bonds. Failure to provide said bonds will cause the bidder's quotation to be non-responsive and the tendered subcontract shall be null and void.

TAXES

Bidder's proposals shall include all taxes imposed by law except Washington State Sales Tax. Sales tax shall not be included in the bid price, except that the retail sales tax upon sales and rentals to the subcontractors of tools, equipment, materials.

CONTRACT

The contract between the successful bidder and the ECCM shall be the "Milne Electric Subcontract Package". A copy of the form is included in the bid package for review by the Bidders. No revisions to this contract allowed. The Subcontractor' shall be required to provide insurance certificates acceptable to the ECCM that comply with the requirements of the contract documents within the subcontract within 14 calendar days of receipt of the Subcontract.



Federal Way Public Schools
THOMAS JEFFERSON HIGH SCHOOL

Bid Package: TJHS-273-IP Intercom and Clock

00300 BID Form

Part I

Bids Delivered To: Milne Electric
14582 172nd Dr. SE
Monroe, WA 98272

Bid Date: March 10th, 2020

Bid Time: 2:00 PM

BIDDER'S COMPANY NAME:

LUMP SUM BASE BID:

Base Bid \$ _____

Cost for Performance and Payment Yes _____ *O _____
Bond Included in Base Bid

Base Bid Written Amount

_____ 00/100 dollar's

BID RETENTION: The undersigned further agrees to hold said bid valid and the cost of alternates as described below valid for a period of Forty-Five (45) DAYS.

ADDENDUM RECEIPT:

Receipt of the following Addenda is acknowledged:

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

ALTERNATES: Costs for Alternates shall represent the total dollars amount as necessary to perform the work as specified in each individual alternate.

#	DESCRIPTION	ADD

***PERFORMANCE AND PAYMENT BOND:**

*All subcontracts for more than **\$300,000** shall require Payment and Performance bonds for **100%** of the subcontract amount, from a surety Licensed to do business in the State of Washington and in a form acceptable to Owner, including all change orders. The cost of the bond is to be included in your base bid.

***BID BOND:**

* Bid Bond -The Bid Bond will be handled as specified in Bid Bond, as found in the Instructions to Bidders.

NOTIFICATION: If bid is accepted, the undersigned will, within seven (14) days after award of contract execute and return the signed Contract, Payment and Performance Bond as specified, and a Certificate of Insurance with the correct amounts as specified.

Contractors Registration All BIDDERS MUST BE REGISTERED BY THE WASHINGTON STATE DEPARTMENT OF LABOR AND INDUSTRIES IN ACCORDANCE WITH R.C.W.18.27.020.

~~Bidder certifies that in accordance with RCW 59.12 and RCW 49.10, workers will be paid not less than the prevailing Wage Rates for Public Works Contracts in Snohomish/King/Pierce County that are in effect on the date of the bid opening.~~

No modifications, qualifications, exclusions and/or clarifications to the scope of work may be made to the bid or bid form. Failure to comply in full with these requirements will be grounds for a bid to be declared nonresponsive.

The undersigned acknowledges to have carefully reviewed, and/or, understands the scope of work and requirements under the Contract Documents, the Special and General Conditions, Federal Requirements and other documents as may be identified, and the complete scope of work as required

under the Bid Package and per the entirety of the Contract Documents. The undersigned further acknowledges to have been provided the opportunity to physically assess the project site and understands and affirms the bid entered herein shall be complete and just compensation for the work described and required under the terms of the Contract Documents.

NAME OF FIRM: _____ DATE: _____

SIGNED BY: _____ TITLE: _____

ADDRESS: _____ TELEPHONE: _____

CITY/STATE/ZIP: _____ FAX: _____

STATE OF WASHINGTON CONTRACTORS LICENSE NO. _____

FEDERAL TAX IDENTIFICATION NO. _____

STATE OF WASHINGTON U.B.I. NO. _____

If a Corporation, provide State of Incorporation. If a Partnership, provide full names and addresses of all parties below:

Signature of Officer of Bidding Firm _____



14582 172nd Dr SE, #1
Monroe, WA 98272
360-863-9617
Fax #360-805-0287

To: All Subcontractors

Re: First Draw

We congratulate you on the new job. In order to keep monthly draws running smoothly, the following items will be needed

PRIOR TO THE FIRST DRAW ON ALL JOBS

- ❖ Contract and attachments must be signed and returned.
- ❖ A job specific Certificate of Insurance, per our contract terms.
- ❖ Intent to Pay Prevailing Wage
- ❖ Certified Payrolls – Weekly to our Payroll Manager (if required).
- ❖ W-9 must be completed. Please indicate if you are a corporation. A W-9 is enclosed with your contract package.
- ❖ Your Washington State UBI Number
- ❖ Copy of your Contractor's License (this should be updated as needed)
- ❖ Copy of your Applicable City Business License (this should be updated as needed)
- ❖ A Safety Plan
- ❖ Subcontractor/Vendor List – Lien Releases are required before payment will be released.
- ❖ Contact List
- ❖ Milne Subcontractor Application for Payment must accompany your Invoice and turned in by the **17th** of every month in order to be included in our draw for the month.

PRIOR TO FINAL RETENTION PAYMENT

- ❖ Affidavit of Wages Paid
- ❖ Final Releases from Subs and Vendors.
- ❖ Close out documentation, ie: As-built drawings and O&M Manuals.



14582 172nd Dr SE, #1
Monroe, WA 9872
360-863-9617
Fax #360-805-0287

MILNE ELECTRIC INC. CONTACT LIST

PROJECT: _____

PROJECT MANAGER: _____

E-MAIL ADDRESS: _____

A/P PERSON: _____

E-MAIL ADDRESS: _____

CERTIFIED PAYROLL PERSON: _____

E-MAIL ADDRESS: _____

CERT. OF INSURANCE PERSON: _____

E-MAIL ADDRESS: _____



14582 172nd Dr SE, #1
Monroe, WA 98272
360-863-9617
Fax #360-805-0287

SUBCONTRACTOR CONTACT LIST

PROJECT: _____

COMPANY: _____
MAILING ADDRESS: _____
STREET ADDRESS: _____
PHONE #: _____ **FAX #:** _____

PROJECT MANAGER: _____
E-MAIL ADDRESS: _____

A/R PERSON: _____
E-MAIL ADDRESS: _____

CERTIFIED PAYROLL PERSON: _____
E-MAIL ADDRESS: _____

CERT. OF INSURANCE PERSON: _____
E-MAIL ADDRESS: _____

(Please fill out and return to Milne Electric)



Subcontractor Vendor List

14582 172nd Dr SE, #1
Monroe, WA 98272
360-863-9617
Fax #360-805-0287

Project: _____
Company: _____

Please complete the following information for all companies providing work for your firm for the referenced job.

NAME: _____
ADDRESS: _____
PHONE: () _____ FAX () _____
PROVIDING: _____
ESTIMATED VALUE: \$ _____

NAME: _____
ADDRESS: _____
PHONE: () _____ FAX () _____
PROVIDING: _____
ESTIMATED VALUE: \$ _____

NAME: _____
ADDRESS: _____
PHONE: () _____ FAX () _____
PROVIDING: _____
ESTIMATED VALUE: \$ _____

NAME: _____
ADDRESS: _____
PHONE: () _____ FAX () _____
PROVIDING: _____
ESTIMATED VALUE: \$ _____

I hereby certify that the above is an accurate and complete listing of all subcontractors for the referenced project. I agree to update Milne Electric Inc within fifteen (15) days if there any changes or additions to the above.

Signature

Date

Title



MASTER SUBCONTRACT

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN:

Contractor: **Milne Electric, Inc.**

Address: **14582 172nd Drive S.E., Suite 1
Monroe, WA 98272**

Telephone: **(360) 863-9617**

Fax: **(360) 805-0287**

Subcontractor: _____

Address: _____

Telephone: (_____) _____

Fax: (_____) _____

Contractor and Subcontractor agree as follows:

A. Term. This Master Subcontract and any modifications or addenda thereto shall be in effect for all work to be performed by Subcontractor for Contractor subsequent to the date of this Master Subcontract whether performed by Work Order or not.

B. Work. All work performed by Subcontractor will normally be pursuant to a Work Order. Each Work Order shall identify the project, the work to be performed by Subcontractor, and the Subcontract amount for the work.

C. Work Orders Incorporate Terms of Main Contract. All work performed pursuant to a Work Order or otherwise shall be in accordance with the contract or subcontract between Contractor and the person or entity with whom Contractor has contracted; in accordance with all terms and conditions of such contract, including General and Special Conditions of Contract; in accordance with the applicable drawings, specifications, and addenda for such contract; in accordance with all design documents for such contract; to the extent of the work to be performed by Subcontractor, all of which documents in their entirety are hereinafter referred to as the "Main Contract," and will be provided to Subcontractor at Subcontractor's request.

D. Work Orders Incorporate Terms of Master Subcontract. For each Work Order executed by the Parties, Subcontractor shall perform the work in accordance with and comply with all requirements of this Master Subcontract. The terms, conditions, and requirements of this Master Subcontract are hereby incorporated by reference into each Work Order as if restated fully therein and also apply to all other work performed by Subcontractor for Contractor. Prior to commencing any work, Subcontractor shall provide Contractor with a Certificate of Insurance demonstrating that Subcontractor has satisfied the insurance obligations set forth in Section T of the Master Subcontract General Conditions. If Subcontractor fails to provide a satisfactory Certificate of Insurance, Contractor shall be entitled to terminate or suspend the work at no cost and without triggering any liability to Subcontractor. Contractor has no obligation to execute any Work Order with Subcontractor and Contractor has no obligation to award any work to Subcontractor, regardless of whether Subcontractor has submitted a proposal for the work.

IN WITNESS WHEREOF, Contractor and Subcontractor have executed this Master Subcontract, effective the date of the last authorized signature unless otherwise agreed.

Dated: _____

Dated: _____

MILNE ELECTRIC, INC.

SUBCONTRACTOR

By: _____

By: _____

Its: _____

Its: _____

Contractor's Registration Number

License Number

Federal Tax I.D. Number

Workers' Compensation Account I.D. Number

Unemployment Insurance Reference Number

MBE Certification #
Please mark Not Applicable if MBE status does not apply.

WBE Certification #
Please mark Not Applicable if WBE status does not apply.

MASTER SUBCONTRACT GENERAL CONDITIONS

A. OBLIGATIONS AND RESPONSIBILITIES

It is agreed that Subcontractor will assume toward Contractor all obligations and responsibilities which Contractor has assumed toward Owner and any upper-tier contractor under the Main Contract, insofar as applicable, generally or specifically, to Subcontractor's work. In case of conflict between the terms, conditions, and responsibilities of the parties to this Master Subcontract and the Main Contract, the conflicting terms, conditions, or responsibilities that are more burdensome on Subcontractor shall control. Subcontractor agrees not to assign or subcontract a substantial portion of the performance of this Master Subcontract without the prior written consent of Contractor. Subcontractor shall designate in writing all lower-tier subcontractors to Contractor and shall not subsequently change lower-tier subcontractors without Contractor's approval. A copy of the Main Contract will be made available upon request.

B. SUBMITTALS

Subcontractor agrees to furnish in sufficient time so that the Project will not be delayed, drawings, specifications, mockups, final selection of materials, and all other required submittals for approval by Owner or Owner's agent. Any damage or expense caused by delay in making submittals will be charged to Subcontractor's account. Unless otherwise directed in writing by Contractor, all submittals shall be submitted through Contractor.

Any proposed substitutions or modifications must receive prior written approval by the Architect, and must be clearly and specifically set forth in writing by Subcontractor on shop drawings or other submittal data and in the transmittal letter.

Subcontractor shall conspicuously mark all drawings "For Approval" or "For Construction" as appropriate. Any changes from an approved submittal must be brought to the attention of Contractor and resubmitted for approval.

Neither approval of submittals, nor failure of Contractor and/or Owner or Owner's agent, and/or Architect to note errors, omissions, or discrepancies on the submittals shall relieve Subcontractor from full compliance with, nor alter the requirements of, this Master Subcontract. It is Subcontractor's responsibility to field verify and ensure that all work will fit, align with, and have compatibility with the work of other trades on the Project as required by the Contract Documents.

Subcontractor is required to maintain onsite, up-to-date as-built drawings. Each month Subcontractor will record all as-built information onto Contractor's master set. Failure to comply with this monthly requirement will result in Subcontractor's pay request being held until this information is brought current. Subcontractor will, at the close of the Project, transfer all information onto reproducible drawings. Each sheet is to be stamped "As-Built," dated, and signed by Subcontractor.

When maintenance manuals or as-built drawings are required by the Main Contract, Subcontractor agrees to deliver to Contractor, at least ten (10) days prior to scheduled completion of the Project, unless otherwise specified, all required manuals and drawings. Subcontractor's final payment will be withheld until these requirements are met.

C. SCHEDULING

Subcontractor shall commence work upon receipt of Contractor's notice to proceed, and shall diligently prosecute the same and perform progressively as, when, and in such order as directed by Contractor. If Contractor provides Subcontractor with a progress schedule, Subcontractor shall follow such schedule which may be changed by Contractor from time to time for any reason. Subcontractor shall perform in accordance with such modified schedule(s). Subcontractor shall not be entitled to any damages for performance in accordance with such modified schedules, nor shall Subcontractor be entitled to any damages on account of hindrances, interferences, disruptions, or delays from any causes whatsoever. Subcontractor shall cooperate with Contractor and other subcontractors.

Subcontractor will be bound by any provisions in the Main Contract for liquidated damages and, if liquidated damages are assessed against Contractor, shall pay such damages for any delay to the extent caused by Subcontractor. The preceding language shall not be construed to deprive Contractor of any right to recover separate or additional damages for delay to the extent caused by Subcontractor.

D. PAYMENTS

Subcontractor shall submit to Contractor applications for payment at such times as will enable Contractor to timely apply for payment from Owner and any upper-tier contractor. Subcontractor's applications for payment must be in the form of **Attachment A** hereto, "Subcontractor Application and Certification for Payment," or as otherwise required by the Main Contract. In addition, with every Application for Payment that follows an Application for Payment for which Subcontractor has been paid, Subcontractor shall provide the unconditional waiver and release in the form attached as **Attachment B**, "Unconditional Lien / Claim Waiver and Release," or as otherwise required by the Main Contract. As a prerequisite for any payment, Subcontractor shall provide, in a form satisfactory to Contractor, lien and bond claim waivers and releases, claim waivers and releases, and affidavits of payment from Subcontractor, and its sub-subcontractors and suppliers of any tier, for the completed portion of Subcontractor's work.

Subcontractor will receive payments from Contractor only in amounts allowed to Contractor by Owner or any upper-tier contractor on account of Subcontractor's work, and only to the extent of Subcontractor's interest therein, less any deduction or offsets allowed to be deducted under this Master Subcontract or by law. Subcontractor shall be paid for work to the date of Contractor's last progress billing date, as approved by the Architect or Engineer, within ten (10) days after Contractor has received payment for such progress billing. Final payment for work under this Master Subcontract shall be made within ten (10) days after Contractor has received final or complete payment, provided Subcontractor has completed its work and fulfilled each of its obligations under this Master Subcontract. In no event will any payment, including payment of retention or other compensation to Subcontractor for work hereunder, be due Subcontractor from Contractor until Contractor has received such payment from Owner or any upper-tier contractor. Receipt by Contractor of such payment from Owner or any upper-tier contractor shall constitute, and is acknowledged by Subcontractor to be, an express condition precedent to Contractor's obligation to pay Subcontractor. Subcontractor expressly accepts the risk of Owner's and any upper-tier contractor's nonpayment, and expressly relies upon the credit of Owner and any upper-tier contractor, not Contractor, for payment.

Unless otherwise mutually agreed, Contractor shall withhold retainage from Subcontractor in the amount of ten percent (10%), or as required by law. Contractor's obligation to release retainage to Subcontractor shall be subject to proof that there are no unpaid claims which would provide the basis of a lien against the premises, retainage or payment bond, or subject to (1) withholding of sufficient funds, or (2) furnishing an adequate and sufficient payment and performance bond.

Final payment is conditioned upon Subcontractor paying all material and labor claims (including labor fringe benefit payments due) and paying all lienable claims for labor, materials, equipment, and supplies in connection with the work, and paying all federal, state, and municipal taxes and licenses, including sales taxes, if any, for which Subcontractor, or any of its suppliers, or any subcontractor of Subcontractor may be liable in connection with the Master Subcontract, and including any obligations incurred by Subcontractor in carrying out the Master Subcontract, and conditioned upon Subcontractor furnishing Contractor with evidence that all of the same have been paid. Final payment is also conditioned upon the receipt of all required documentation, including but not limited to warranties, as-built drawings, operation and maintenance manuals, and required testing and certification of any and all equipment and/or materials provided for the Project.

Payments otherwise due Subcontractor may be withheld by Contractor to account for defective work that has not been remedied by Subcontractor, any breach by Subcontractor of any provision or obligation of this Master Subcontract, or Subcontractor's failure to timely provide submittals and/or reports.

Subject to the other terms of this Master Subcontract, Subcontractor shall be paid for work to the date of Contractor's last progress billing, as approved by the Architect or Engineer, within ten (10) days after Contractor has received payment for such progress billing. Final payment for work under this Master Subcontract shall be made within ten (10) days after Contractor has received final or complete payment, provided Subcontractor has completed its work and fulfilled each of its obligations under this Master Subcontract. When required by Contractor, and as a prerequisite for any payment, Subcontractor shall provide, in a form satisfactory to Contractor, partial lien releases, claim waivers, and affidavits of payment from Subcontractor, and its lower-tier subcontractors and suppliers of any tier, for the completed portion of Subcontractor's work.

If the Main Contract permits payment for materials delivered to the job site or to satisfactory storage facilities, Subcontractor may invoice for materials so delivered and receive payment as outlined above; provided, however, that such stored materials shall be at the risk of Subcontractor until acceptance of the Subcontract work. Subcontractor shall notify Contractor of the assignment of the proceeds of this Master Subcontract prior to such assignment and shall require the acceptance by assignee of the terms of this Master Subcontract including the obligation for adjustments

and return to Contractor of overpayments. Subcontractor acknowledges that all payments accepted by it or which are otherwise due under this Master Subcontract shall constitute a trust fund in favor of laborers, materialmen, governmental authorities, and all others who are legally entitled to claim a lien on the premises covered by this Master Subcontract or otherwise file a claim against any retainage or payment bond. Subcontractor shall pay its own subcontractors and suppliers all sums owed to them within ten (10) days of receipt of payment from or on behalf of Contractor. Subcontractor agrees that monies received for performance of this Master Subcontract shall first be used to satisfy obligations owing by Subcontractor for labor, materials, and equipment utilized in the performance of this Master Subcontract before any of said monies shall be diverted to satisfy obligations of Subcontractor on other contracts or for any other purpose. Subcontractor agrees that no assignment of any payment otherwise due under this Master Subcontract shall be effective without first securing the express approval of any assignee to the limitations contained in this subsection.

Progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment, or Contractor's good faith determination that the remaining balance of payment may be insufficient to ensure completion of the work covered by this Master Subcontract or to pay lien, retainage, or bond claims. If Contractor determines in good faith that Subcontractor is obligated to Contractor or anyone else for labor, fringe benefits, taxes, supplies, materials, equipment rental, or other proper charges against Subcontractor for the work covered by this Master Subcontract, or with regard to any other contract with Subcontractor, the amount of such obligation may be deducted by Contractor from any payment or payments, including retainage, made under this provision. Provided further that Contractor may from time to time require, and Subcontractor shall provide, within three (3) days after written demand to Subcontractor, a statement in writing setting forth what amounts, if any, are due or payable by Subcontractor to third parties for labor, fringe benefits, taxes, supplies, materials, equipment, or other proper charges against the work in connection with, or arising out of the performance of, this Master Subcontract. If Subcontractor fails to furnish such written information within three (3) days after demand by Contractor, Contractor may terminate this Master Subcontract without further notice. In case of such termination, and in addition to any other rights and remedies Contractor may have, all monies expended by Contractor to complete Subcontractor's work shall be deducted from the contract price herein stated, and if such expenditures exceed the amount otherwise due hereunder, Subcontractor shall pay Contractor the full amount of such excess. The terms of payment provided herein shall not make it incumbent on Contractor to make payments to Subcontractor in an amount that would not leave a sufficient balance to cover the retained percentage, together with an amount sufficient to satisfy all obligations of Subcontractor for labor, materials, and equipment furnished or to be furnished by Subcontractor under this Master Subcontract or under any Work Order between Subcontractor and Contractor.

E. LOWER-TIER SUBCONTRACTORS AND SUPPLIERS

Subcontractor shall not subcontract any portion of the work without the prior written consent of Contractor. Within five (5) days of the execution of each Work Order, Subcontractor shall submit to Contractor a written list of all lower-tier subcontractors, and material and equipment suppliers, including their addresses and telephone numbers, which it intends to use on the Project. In the event Subcontractor later intends to use other or additional lower-tier subcontractors, or material or equipment suppliers, Subcontractor must immediately provide Contractor with written notice of such intent, and their names, addresses, and telephone numbers. In the event Subcontractor fails to provide the required written information, Contractor is entitled to withhold payment from Subcontractor until such information is provided.

When requested by Contractor, Subcontractor shall provide Contractor within two (2) working days of Contractor's request with all documents pertaining to sums which are either owing or may in the future be owing to lower-tier subcontractors or suppliers of equipment or materials to Subcontractor. Such documents include but are not limited to contracts, purchase orders, invoices, requisitions, and lien waivers. In the event such documentation is not furnished by Subcontractor, Contractor may withhold payment from Subcontractor until such documentation is furnished.

Contractor has the right to pay any lower-tier subcontractor or supplier of equipment or materials to Subcontractor directly or by two-party check. Payment directly to such persons by Contractor or payment of such persons by Contractor by two-party check shall not create any direct contractual or other obligations owing by Contractor to such persons.

Contractor reserves the right, prior to making any payment to Subcontractor, to request and receive from Subcontractor a certificate under oath, and such other evidence as Contractor may request, that all obligations incurred by or on behalf of Subcontractor which are, or may become a claim of lien against Owner's property, or Contractor's bond or retainage, or any other contractor's bond or retainage, have been paid or that satisfactory arrangements have been made for such obligations to be paid.

Subcontractor shall secure the immediate release and satisfaction of any claims of lien, claims against any contractor's bond or retainage, or any other contractor's bond or retainage resulting from the performance of this Master Subcontract, and shall bear all expenses incurred by Contractor, Owner, and any upper-tier contractor with whom Contractor has contracted, investigating, resisting, or settling such liens or claims, including attorneys' fees incurred by Contractor, Owner, and any upper-tier contractor. Subcontractor agrees to defend, indemnify, and hold Contractor, Owner, and any upper-tier contractor harmless from any claims of lien, any claims against any contractor's bond or retainage, or any claims against any other contractor's bond or retainage resulting from the performance of this Master Subcontract.

Any lower-tier subcontractor shall be bound to Subcontractor to the same extent Subcontractor is bound to Contractor and to the same extent Contractor is bound to Owner or any upper-tier contractor.

F. CHANGE ORDERS

Contractor may, without invalidating this Master Subcontract, order in writing extra work or make changes by altering, adding to, or deducting from the work, and the Subcontract price shall be adjusted accordingly. All such work shall be executed under the conditions hereof and of the Main Contract, except that any claims for extension of time caused thereby must be agreed upon at the time of ordering such change. Subcontractor shall make no claims for extras unless the same shall be agreed upon in writing by Contractor prior to the performance of any such extra work. In case of any dispute over adjustment of the Subcontract price or time, Subcontractor shall proceed with the work, and provided that Subcontractor first complies with the requirements of Article G below, the dispute shall be resolved in accordance with the procedures set forth in the Main Contract, to the extent that Contractor is bound by such procedures, otherwise by the procedures set forth in Article U. Subcontractor acknowledges that, unless expressly stated otherwise within a written change order, any change in the contract price and time effected through a written change order shall constitute full payment and accord and satisfaction for all costs incurred, labor performed, material and equipment furnished, and any delay, acceleration, or loss of efficiency associated with the change in the work.

G. CLAIMS

Subcontractor shall provide written notice to Contractor within five (5) days, or within sufficient time to allow Contractor to give notice to Owner or any upper-tier contractor pursuant to the Main Contract (whichever is sooner), after occurrence of any instances of interruption, extra work, additional work, delay, hindrance, and/or efficiency loss of any nature whatsoever in Subcontractor's work, believed by Subcontractor to be caused by the acts or omissions of Contractor, other subcontractors, upper-tier contractors, Owner, Architect/Engineer, or the employees or agents of any of them. To the extent additional information is required of Contractor by the Main Contract to be included with the notice, Subcontractor shall timely supply it. In the event Subcontractor believes it is entitled to receive compensation due to damages from such occurrence(s) and/or is entitled to an extension of time, Subcontractor's Statement of Claim (setting forth in detail the entitlement and quantum basis for Subcontractor's claim with supporting data and/or the entitlement basis to support both additional compensation and any extension of time) shall be delivered to Contractor within an additional fifteen (15) days or within sufficient time to allow Contractor to forward Subcontractor's Statement of Claim to Owner and any upper-tier contractor (whichever is sooner) to meet any applicable Main Contract requirements. To the extent the Main Contract requires Contractor to provide a different form or additional information for the Statement of Claim than required by this Article, Subcontractor shall timely comply with such required form and timely provide all required additional information such that Contractor can meet all applicable Main Contract requirements. Contractor does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Contractor's waiver is unequivocal, explicit, and in writing.

IN THE EVENT CLAIMS OR REQUESTS FOR COMPENSATION OR TIME FOR CHANGE ORDERS ARE NOT PROVIDED IN ACCORDANCE WITH THE PROCEDURES SPECIFIED BY THIS ARTICLE, SUCH CLAIMS AND REQUESTS FOR COMPENSATION OR TIME SHALL BE DEEMED WAIVED BY SUBCONTRACTOR.

H. NATURE OF WORK

Subcontractor has satisfied itself as to the nature and location of the work, the character, kind, and quantity of material to be encountered, the character, kind, and quantity of equipment needed, the location, conditions, and other matters which can in any manner affect the work under this Master Subcontract or under any Work Order, and acknowledges that Subcontractor has had a reasonable opportunity to examine the site, all of the Main Contract documents, and this Master Subcontract. Prior to commencing the work, Subcontractor shall examine the site and any surfaces upon which work is to be performed, and shall notify Contractor in writing of any conditions which might adversely affect

its work; failure to do so will constitute a waiver of entitlement to any additional compensation or contract time arising out of such conditions. This clause shall not be understood to relieve Subcontractor of any additional notice requirements under this Master Subcontract or the Main Contract.

I. SUBCONTRACTOR EMPLOYER

Subcontractor has the status of "employer" as defined by the Industrial Insurance, Workers' Compensation, Unemployment Compensation, Social Security, and other similar acts of the federal, state, and local governments. Subcontractor shall withhold from its payroll applicable Social Security taxes, Workers' Compensation and Unemployment Compensation contributions, and withholding taxes, and pay the same; Contractor shall be in no way liable as an employer of, or on account of, any employees of Subcontractor. Before final payment is made under this Master Subcontract, Subcontractor shall furnish Contractor affidavits certifying that it has complied with these laws, rules, and regulations. Subcontractor hereby agrees to defend and indemnify Contractor for any and all liability under such laws arising from the work performed under this Master Subcontract.

J. PERMITS, TAXES

Subcontractor shall obtain and pay for all permits, fees, and licenses necessary for the performance of this Master Subcontract, and shall pay any and all federal, state, and local taxes applicable to the work to be performed under this Master Subcontract. Owner or Contractor shall obtain and pay for the initial building permit applicable to the Main Contract, and unless stated otherwise herein, shall be responsible, as between Contractor and Subcontractor, for payment of state sales / use taxes applicable to the Project.

K. MATERIALS

Materials delivered by or for Subcontractor and intended to be incorporated into the construction hereunder shall remain on the job site and shall become property of Owner upon payment, but Subcontractor may repossess any surplus materials remaining at the completion of the contract. All scaffolding, apparatus, ways, works, machinery, and plants brought upon the premises by Subcontractor shall remain its property, but in the case of Subcontractor's inability to perform, and completion of the work is done by Contractor, Contractor shall be entitled to use such scaffolding, apparatus, ways, works, machinery, and plants without cost or liability for depreciation or damage by use, and without prejudice to Contractor's other rights or remedies for any damage or loss sustained by reason of Subcontractor's inability to perform. It shall be Subcontractor's responsibility to unload, store, and protect its materials, to bear the risk of loss thereof, and to protect such materials against loss until actually incorporated into the work, and until the work is accepted, even though title thereto may previously have passed to Owner under the preceding provisions, except that Subcontractor shall not bear that portion of such loss to the extent it arose out of the fault of Contractor or its employees.

**L. TAKEOVER PERFORMANCE – TERMINATION FOR DEFAULT –
TERMINATION FOR CONVENIENCE**

Should Subcontractor at any time:

- 1) fail to maintain the insurance coverage(s) specified in this Master Subcontract;
- 2) fail to provide the payment and performance bonds required by this Master Subcontract;
- 3) fail to supply sufficient skilled workers, equipment, or materials of proper quality and quantity;
- 4) fail to make timely payments for labor or materials;
- 5) fail to proceed with the work in the sequence directed by Contractor;
- 6) fail to prosecute the work with promptness and diligence;
- 7) cause stoppage, delay, or interference to work of Contractor, or any other contractor or subcontractor;
- 8) fail to perform the work in compliance with the Contract Documents;
- 9) file, or have filed against Subcontractor, a petition of bankruptcy or for an arrangement or reorganization;
- 10) become insolvent or go into liquidation or dissolution or make a general assignment for the benefit of creditors or otherwise acknowledge insolvency;
- 11) fail to fulfill warranty obligations;
- 12) fail to promptly and properly correct faulty or defective work;
- 13) fail to comply with any law or regulation of any government entity related to the work;
- 14) fail to promptly remove liens and/or resolve claims against Contractor or Contractor's bond or retainage or the property of Owner arising out of Subcontractor's scope of work on the Project;
- 15) fail to comply with safety rules, regulations, procedures, and/or laws;

- 16) materially breach the Master Subcontract in any way; and/or
- 17) fail to provide complete submittals / shop drawings as per Contractor's selected dates,

then upon the occurrence of any of the above-listed events, each of which shall constitute a material default of Subcontractor, Contractor shall have the right to the extent permitted by law, and in addition to any other rights or remedies provided by the Contract Documents or by law, after three (3) calendar days' written notice to Subcontractor mailed, faxed, emailed, or delivered to its last known address, (1) to perform (by itself or through others) any uncompleted part of the work and to deduct the costs thereof from any monies due or to become due to Subcontractor under this Master Subcontract, and/or (2) to terminate the employment of Subcontractor for all or any portion of the work, enter upon the premises and take possession of all materials, equipment, scaffolds, tools, and other items, all of which Subcontractor hereby transfers, assigns, and sets over to Contractor for the purpose of completing the work, and to employ persons as necessary to complete the work and to provide labor, services, materials, equipment, and other items required to complete the work.

In case of termination and/or takeover, Subcontractor shall not be entitled to receive any further payment under this Master Subcontract until the work shall be wholly completed to the satisfaction of Contractor, at which time, if the unpaid balance of the amount then owed under this Master Subcontract shall exceed the damage incurred by Contractor in completing the work, such excess shall be paid by Contractor to Subcontractor, but if such damage shall exceed such unpaid balance, then Subcontractor shall pay the difference to Contractor. Such damage shall include, but not be limited to the cost plus markup of furnishing all labor, services, materials, equipment, and other items required to complete the work, and also all losses, damages, costs, and expenses, including legal fees and disbursements incurred by reason of or resulting from Subcontractor's default.

With respect to any termination and/or takeover for cause undertaken by Contractor pursuant to this Master Subcontract which is later found to be wrongful or improper by a court, arbitrator, or other trier of fact, the parties agree that the termination or takeover for cause will automatically be converted to a termination for convenience, and Subcontractor expressly agrees that its remedies for such wrongful termination shall be limited to those provided in the Termination of Master Subcontract for Convenience provisions below.

Termination of Master Subcontract for Convenience. Subcontractor agrees that Contractor, for any reason, on three (3) calendar days' written notice mailed, faxed, emailed, or delivered to Subcontractor at its last known address, may terminate this Master Subcontract in whole or in part for Contractor's convenience. Subcontractor's remedy for termination for convenience is limited to the following: (1) Payment shall be made for lump-sum items of work properly performed on the basis of the percent complete of such items at the time of termination; and/or (2) Payment for non-lump-sum items of work properly performed shall be made on the basis of cost plus ten percent (10%) for profit and overhead. Subcontractor shall not be entitled to any additional compensation, including but not limited to compensation for loss of anticipated profits or overhead on work not performed.

If the Main Contract is terminated for the convenience of Owner, Subcontractor shall not be entitled to receive any greater amount than Contractor may on behalf of Subcontractor recover from Owner for such termination, and Subcontractor expressly waives any claim to any such additional compensation.

M. UNIT PRICE

In the event this Master Subcontract contains unit price items, it is understood and agreed that any quantities mentioned are approximations only and subject to change as required by the Main Contract or as ordered and directed by Contractor.

N. MATERIAL QUALITY

Materials condemned by Contractor, Architect/Engineer, any upper-tier contractor, or Owner as failing to conform to the Main Contract, worked or not, shall upon notice from Contractor be immediately removed by Subcontractor. Failure of Contractor to immediately condemn any work or materials as installed shall not in any way waive Contractor's right to object thereto at any subsequent time.

O. JOB DAMAGE

Job damage caused by Subcontractor, its lower-tier subcontractors or suppliers of any tier, to work other than its own shall be reported immediately to Contractor, and Subcontractor shall be responsible for its repair. Job damage caused by Contractor to work of Subcontractor shall be reported immediately to Subcontractor, and Contractor shall be responsible for its repair.

Trade damage repair costs that cannot be attributed to a specific sub-trade and/or trades will be collected and charged based on a pro rata share. The pro rata share is determined using Subcontractor's total man hours onsite over a given time period as compared to the total man hours of the job site over the same time period. Subcontractor's share of repair costs will be presented as a percentage and charged accordingly.

P. SAFETY

Subcontractor and its lower-tier subcontractors shall take all reasonably necessary safety precautions pertaining to their work and work performance, including compliance with applicable laws, ordinances, regulations, and orders issued by a public authority, whether federal, state, local, or other, OSHA/DOSH, and any safety measures requested by Contractor. Subcontractor shall at all times be responsible for providing a safe job site, and shall also be responsible for the work performance and safety of all employees, personnel, equipment, and materials within Subcontractor's or its lower-tier subcontractors' care, custody, or control. Subcontractor and its lower-tier subcontractors shall furnish all required safety equipment for their work and ensure all of their employees and lower-tier subcontractors' employees have and wear personal protective equipment in compliance with applicable OSHA/DOSH requirements and Contractor's safety rules, as provided in writing to Subcontractor.

Minimum working apparel includes hardhat, safety glasses, high visibility clothing, long pants, shirts with sleeves, and durable work boots.

Subcontractor certifies that it and its lower-tier subcontractors are registered contractors. Subcontractor certifies that it and its lower-tier subcontractors maintain a written Accident Prevention Plan and a job site-specific safety plan in compliance with applicable OSHA/DOSH regulations. Subcontractor's Accident Prevention Plan should address Subcontractor's role and responsibilities pertaining to safety on the job site, training, and corrective action, and be tailored to safety and health requirements for the work involved. Subcontractor shall have and enforce a disciplinary action schedule in the event safety violations are discovered. When and as requested by Contractor, Subcontractor shall provide information regarding safety matters.

Subcontractor shall promptly provide Contractor with written notice of safety hazard(s) or violation(s) found on the job site or of any injury to its or its lower-tier subcontractors' workers incurred on the job site.

Contractor's supervisor may direct Subcontractor's superintendent to remove employees not in compliance with the requirements of this Master Subcontract. In the event Subcontractor does not promptly correct its safety violation, Contractor may order Subcontractor to stop work until the violation is corrected, and may correct the violation and charge all costs of compliance to Subcontractor.

Subcontractor agrees to defend, indemnify, and hold Contractor harmless from all OSHA and/or DOSH claims, demands, proceedings, violations, penalties, assessments, or fines that arise out of or relate to Subcontractor's failure to comply with any safety-related laws, ordinances, rules, regulations, orders, or its obligations hereunder. Contractor may charge against the sums otherwise owing to Subcontractor the amount of the fine and the attorneys' fees, costs, and expenses incurred by Contractor in the defense of the claims, citation, and/or fine arising from or relating to Subcontractor's above-referenced failure.

The use of alcohol and/or illegal drugs endangers the well-being of Contractor's employees, as well as employees of Subcontractor, undermines employee productivity, the quality of Contractor's work product, and Contractor's image in the community. Contractor prohibits the use, possession, distribution, or sale, at its construction site, of drugs, drug paraphernalia, or alcohol. Subcontractor acknowledges and agrees that, if requested by Contractor, Subcontractor shall remove and/or assign to another project any employee who Contractor believes, at its sole discretion, may be under the influence of alcohol or drugs, or who has otherwise violated any job safety program or policy for the Project. Contractor shall have no duty or obligation to Subcontractor, or to any third party, to monitor or supervise Subcontractor's employees for adherence to the drug and alcohol policy referenced above, as Subcontractor shall assume full and total responsibility for its employees' acts and/or omissions in connection with the Project.

Q. HOUSEKEEPING AND CLEANUP

Subcontractor shall regularly remove all refuse, waste, and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the job site or creates a safety hazard. Avoidance of safety hazards through good housekeeping is an important part of Subcontractor's obligations. In the event Subcontractor or its lower-tier subcontractor fails or refuses to meet these requirements, Contractor may remove refuse and charge all costs to Subcontractor, provided that Subcontractor has received twenty-four (24) hours or one (1) full working day, whichever is greater, prior written notice. In the event Contractor determines emergency conditions exist, Contractor may proceed as above without prior notice.

Cleanup costs that cannot be attributed to a specific sub-trade and/or trades will be collected and charged based on a pro rata share. The pro rata share is determined using Subcontractor's total man hours onsite over a given time period as compared to the total man hours of the job site over the same time period. Subcontractor's share of cleanup costs will be presented as a percentage and charged accordingly.

R. BOND

If Subcontractor is required to supply bonds for a Project, then Subcontractor shall at its own expense furnish Contractor, within ten (10) days of receipt of a Work Order, with performance and payment surety bonds, acceptable to Contractor, in an amount equal to the Work Order price. The bonds shall be conditioned upon the full and faithful performance of all terms, provisions, and conditions of this Master Subcontract and Work Order, and upon payment for all labor, materials, equipment, and supplies used in the prosecution of the work described herein.

S. WORKERS' COMPENSATION

Subcontractor shall furnish to Contractor evidence that it has in force Workers' Compensation Insurance including Employer's Liability, as may be required by the jurisdiction or jurisdictions in which the work is being performed. Where applicable, this shall include United States Longshoremen's and Harbor Workers' Insurance including Coverage B – Employer's Liability (Maritime) with limits not less than the bodily injury limits required of Contractor by the Main Contract, but in no event less than \$500,000.00. Such evidence of insurance shall be in the form of an Insurance Certificate issued by an insurer satisfactory to Contractor and shall provide for not less than thirty (30) days' prior written notice to Contractor of cancellation or reduction in coverage. In the event Subcontractor fails to maintain any and all insurance required by this Master Subcontract during the entire life of this Master Subcontract, Contractor may at its option, and without waiver of other available remedies, purchase such insurance in the name of Subcontractor and deduct the cost of the same from payments due Subcontractor.

T. INSURANCE

1. Prior to commencement of the work, Subcontractor shall procure and maintain in force all workers' compensation, temporary disability, prepaid medical, and other similar employee benefit insurance as may be required by law or the Contract Documents, and commercial general and automobile liability insurance (including contractual liability insurance covering Subcontractor's obligations under Article V below) in a form and from an insurance company approved by Contractor.
2. Contractor, Owner, and any other entities required by the terms of the Main Contract shall be named as additional insureds on Subcontractor's commercial general liability ("CGL") insurance and automobile liability and umbrella liability insurance. All insurance policies shall contain a provision that the coverage afforded thereunder shall not be reduced, modified, canceled, non-renewed, nor restrictive modifications added thereto, until at least thirty (30) days' prior written notice shall have been given to Contractor. The additional insurance provided by the CGL and umbrella policies should apply on a primary and non-contributory basis. Waiver of subrogation in favor of Owner, General Contractor, and Contractor shall be granted on all policies. If the CGL coverage contains a general aggregate limit, such general aggregate shall apply separately to each project. CGL coverage shall be written on ISO Occurrence form CG 00 01, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations (e.g., the CGL insurance shall not include ISO form CG 22 94 or equivalent), and personal and advertising injury. The CGL insurance shall be endorsed with both ISO Additional Insured Endorsements CG 20 33 (7/04) and CG 20 37 (07/04) or endorsements providing equivalent coverage to the additional insureds. Subcontractor will (a) maintain for itself the contractually-required CGL insurance for the duration of the Project and throughout the applicable statutes of limitations; and (b) maintain for the additional

insureds listed above the required additional insurance for the duration of the Project and for at least three (3) years after completion of Subcontractor's work.

3. The CGL insurance, including completed operations, shall be written with limits of liability not less than the following:

Bodily Injury and Property Damage	\$1,000,000.00	Each Occurrence
	\$2,000,000.00	General Aggregate
	\$2,000,000.00	Products Completed Operations Aggregate

4. Business automobile liability coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles. Owner, General Contractor, Contractor, and all other parties required of Contractor shall be included as insureds on the automobile policy. Any general aggregate limit must apply separately to this Project. Coverage should be specifically included for dust control and subsidence. Automobile liability insurance shall be written with limits of liability not less than the following:

a. Bodily Injury and Property Damage	\$1,000,000.00	Per Accident
b. Umbrella Liability	\$5,000,000.00	Per Accident
	\$5,000,000.00	Aggregate

5. Commercial umbrella coverage is required. The commercial umbrella limits must be at least \$5,000,000.00. Umbrella coverage must include as additional insureds all entities that are required to be named as additional insureds under the CGL coverage. Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured other than the CGL, automobile liability, and employers' liability coverage maintained by Subcontractor.

6. ENDORSEMENTS OR CERTIFIED COPIES OF POLICIES ACCEPTABLE TO CONTRACTOR SHALL BE FILED WITH CONTRACTOR PRIOR TO COMMENCEMENT OF THE WORK. Subcontractor shall provide copies of all required additional insured endorsements before commencing work and annually thereafter until no longer required. At Contractor's request, Subcontractor shall furnish Contractor with certified copies of all policies required to be maintained by Subcontractor. All insurance to be maintained by Subcontractor under this Article shall be at Subcontractor's sole expense, and in the event Subcontractor fails to obtain or maintain any insurance required under this Article, Contractor may purchase such coverage and charge the expense thereof to Subcontractor, or terminate this Master Subcontract in the manner hereinafter provided.

7. Contractor and Subcontractor hereby waive all rights against each other and Owner, Architect, General Contractor, separate contractors, and all other subcontractors for loss or damage to the extent covered by builder's risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance. If Owner, General Contractor, or Contractor has not purchased builder's risk insurance for the full insurable value of the work less a reasonable deductible, Subcontractor may procure such insurance for the full insurable value of the work less a reasonable deductible. Subcontractor may procure such insurance as will protect the interests of Subcontractor, its subcontractors, and their subcontractors in the work. If not covered under the builder's risk policy of insurance, or any other property or equipment insurance required by the Contract Documents, Subcontractor shall procure and maintain, at Subcontractor's sole expense, property and equipment insurance for portions of the work, including material stored off the Project site or in transit, when such portions of the work are to be included in an application for payment. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed. Subcontractor shall be responsible for any deductible incurred by Owner for a builder's risk loss.

8. If the Main Contract requires greater coverage, higher limits, lower deductibles, or any other form of greater insurance protection than that specified above, Subcontractor shall furnish insurance providing such greater protection, in addition to the other obligations specified in this Article.

9. Subcontractor shall assume the risk of and be responsible for all materials and equipment in transit to the Project site within its scope of work, and assume the risk for its work until it is finally accepted by the Owner and Contractor.

10. Subcontractor shall assume the risk and be responsible for all of Subcontractor's equipment whether located on or off the Project site.

U. **DISPUTES**

1. **Pass-Through Claims:** In the event of any dispute or claim between Contractor and Owner, or Contractor and any upper-tier contractor, which directly or indirectly involves the work performed or to be performed by Subcontractor, or in the event of any dispute or claim between Contractor and Subcontractor caused by or arising out of conduct for which Owner or any upper-tier contractor may be responsible, Subcontractor agrees to be bound to Contractor and Contractor agrees to be bound to Subcontractor to the same extent that Contractor is bound to Owner and any upper-tier contractor by the terms of the Main Contract, and by any and all procedures and resulting decisions, findings, determinations, or awards made thereunder by the person so authorized in the Main Contract, or by an administrative agency, board, court of competent jurisdiction, or arbitration. If any dispute or claim of Subcontractor is prosecuted or defended by Contractor, together with disputes or claims of Contractor's own, and Subcontractor is not directly a party, Subcontractor agrees to cooperate fully with Contractor and to furnish all documents, statements, witnesses, and other information required by Contractor for such purpose, and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees incurred in connection therewith, to the extent of Subcontractor's interest in such claim or dispute.

Subcontractor agrees to be bound by the procedures and final determinations as specified in the Main Contract and agrees that it will not take, or will suspend, any other action or actions (including but not limited to any arbitration(s) or action(s) commenced pursuant to the Federal Miller Act, state lien statutes, or any state bond or retainage act(s)) with respect to any such claims and will pursue no independent litigation with respect thereto, pending final determination of any dispute resolution procedure between Contractor and Owner, or Contractor and any upper-tier contractor. The timely presentation, cooperation, and participation of Subcontractor in any determination of a dispute under the Main Contract, including any and all appeals under the disputes provision(s) of the Main Contract, shall be conditions precedent to pursuit of any action by Subcontractor against Contractor with respect to any such claim or dispute. It is expressly understood and agreed that as to any and all claims asserted by Subcontractor in connection with this Project arising from the actions or fault of Owner or any upper-tier contractor, Contractor shall not be liable to Subcontractor for any greater amount than Owner or any upper-tier contractor is liable to Contractor, less any markups or costs incurred by Contractor. As to any claims asserted by Subcontractor for or on account of acts or omissions of Owner or its agents or design professionals, or on account of acts or omissions of any upper-tier contractor or its agents, at the sole option of Contractor, Subcontractor agrees to prosecute such claims in Contractor's name. For any amount recovered or collected (whether through proceedings or settlement) by Subcontractor, Contractor shall be entitled to ten percent (10%) of such amount received or collected as its markup for such claims. Subcontractor shall have full responsibility for preparation and presentation of such claims and shall bear the expenses thereof including attorneys' fees.

2. **Arbitration:** All other claims, disputes, and other matters in question between Contractor and Subcontractor arising out of or relating to the Main Contract or this Master Subcontract, the breach thereof, or work thereunder (for which a dispute resolution procedure is not otherwise provided in the Main Contract), at Contractor's sole option, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. Contractor and Subcontractor agree to be bound by the findings and award of such arbitration finally and without recourse to any court of law other than for the enforcement of the arbitrator's decision. Subcontractor further consents to being joined in any arbitration, or other proceedings, in which Contractor is a party pertaining in any way to the Project which is the subject of this Master Subcontract. In any dispute between Contractor and Subcontractor, the prevailing party shall be awarded its reasonable attorneys' fees and costs, including expert witness expenses.
3. **Mediation:** As a condition precedent to the hearing of any arbitration or trial, the parties to this Master Subcontract shall submit any and all disputes between them to non-binding mediation with the assistance of an experienced mediator. The parties shall each designate a representative with full settlement authority who will participate in the mediation. The parties shall bear equally all expenses, exclusive of attorneys' fees, associated with the mediation.
4. **Continued Performance Required:** If any problem or dispute arises between Contractor and Subcontractor as to interpretation of the requirements of the Master Subcontract, including, but not limited to, scope of work issues, the parties shall comply with the dispute resolution procedures of this section, and Subcontractor shall proceed in accordance with the direction of Contractor and prosecute the work diligently and without delay.

V. INDEMNIFICATION

In consideration for entering into a Master Subcontract with Contractor, and as part of that Master Subcontract, and to the fullest extent allowed, Subcontractor agrees to defend, indemnify, and hold Contractor, Owner, and any upper-tier contractor, and their employees and agents (hereinafter collectively "Indemnitees") harmless from any and all claims, demands, losses, and liabilities, including but not limited to breach of contract arising from, resulting from, or connected with work performed or to be performed under this Master Subcontract by Subcontractor, or Subcontractor's agents or employees, or by Subcontractor's lower-tier subcontractors or suppliers of any tier, even though such claims may prove to be false, groundless, or fraudulent, and subject to the limitations provided below.

Subcontractor's duty to indemnify Indemnitees, including the duty and cost to defend, shall not apply to liability for damages caused by or resulting from the sole negligence of Indemnitees or Indemnitees' agents or employees.

Subcontractor's duty to indemnify Indemnitees, including the duty and cost to defend, for liability for damages caused by or resulting from the concurrent negligence of (a) Indemnitees or Indemnitees' agents or employees, and (b) Subcontractor or Subcontractor's agents or employees, and lower-tier subcontractors or suppliers of any tier shall apply only to the extent of negligence of Subcontractor or Subcontractor's agents, employees, and lower-tier subcontractors or suppliers of any tier.

Subcontractor agrees that its defense and indemnity obligations under this Article shall survive any limitations imposed by any statute of repose or limitations, including but not limited to RCW 4.16.040, 4.16.300, 4.16.310, or 4.16.326, and Subcontractor hereby waives any and all defenses under any statute of repose or limitations, including but not limited to those provided under RCW 4.16.040, 4.16.300, 4.16.310, or 4.16.326. Further Subcontractor agrees that any statute of limitations on a claim by Indemnitees pursuant to this provision shall not begin to run until Indemnitees discover that Subcontractor has breached either its duty to defend or its duty to indemnify, whichever occurs first.

Subcontractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW, and all other applicable Industrial Insurance / Worker's Compensation Acts or their equivalent in the applicable jurisdiction. Further, the indemnification obligations under this Master Subcontract shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable to or for any third party under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Acts; provided Subcontractor's waiver of immunity by the provisions of this Article extends only to claims against Subcontractor by Indemnitees, and does not include, or extend to, any claims by Subcontractor's employees directly against Subcontractor.

Subcontractor's duty to defend, indemnify, and hold Indemnitees harmless shall include, as to all claims, demands, losses, and liability to which it applies, Indemnitees and/or Indemnitees' personnel-related costs, reasonable attorneys' and experts' fees, court costs, and all other claim-related expenses.

By signing below, Contractor and Subcontractor certify that the waiver of immunity pursuant to Title 51 RCW contained in this Article was mutually negotiated.

MILNE ELECTRIC, INC.

SUBCONTRACTOR

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

W. WARRANTY

1. Subcontractor warrants to Contractor that all materials and equipment furnished under this Master Subcontract will be of good quality and new, that the work, materials, and equipment will be free from defects, and that the work, materials, and equipment will conform to the Master Subcontract and Main Contract Documents. Subcontractor further warrants that the work, materials, and equipment will comply with all applicable codes, regulations, statutes, ordinances, laws, all industry standards, and manufacturers' installation requirements and standards. Work not conforming to any of the above warranties, including but not limited to substitutions not

properly approved and authorized, will, at Contractor's option, be considered defective and a breach of this Master Subcontract. If required by Contractor, Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials, equipment, and work provided. Subcontractor hereby assigns to Contractor all warranties provided by those who furnish equipment, materials, and/or services in connection with the Subcontract work. Subcontractor further agrees to cooperate and assist Contractor in obtaining the benefit of any such warranties. Subcontractor agrees that claims against Subcontractor by Contractor are timely under any applicable statute of repose or statute of limitations or other period of limitations to the extent they derive from a timely filed (or allegedly timely filed) claim, arbitration demand, or lawsuit filed by Owner, another third party, or third parties against Contractor, including but not limited to claims by a homeowner's association, a business, and/or individual homeowner, and Subcontractor waives any and all defenses to such Contractor claims based on any applicable statute of repose, statute of limitations, or other period of limitations. If Subcontractor performs defective work or supplies defective materials, Contractor will have, in addition to any other options allowed by contract, law, equity, or otherwise, the option to:

- a. direct Subcontractor to repair and/or replace the defective work and/or materials at Subcontractor's expense, and Subcontractor agrees to do so without delay per all terms of this Master Subcontract; and/or
 - b. with its own forces or forces of a third party, and at Subcontractor's expense, repair and/or replace the defective work and/or materials.
2. Regardless of which option Contractor chooses, Subcontractor agrees that all damages and expenses arising out of or related to Subcontractor's defective work, including but not limited to Contractor's charge to repair and/or replace the defective work and/or materials, shall be at Subcontractor's expense.

X. COMPLETION

The work under the Main Contract shall not be considered substantially complete until a Certificate of Occupancy has been issued by the appropriate governmental agency or agencies with jurisdiction over the Project, and the work has been accepted by the Owner's representative.

Subcontractor's work under the Master Subcontract shall not be deemed complete until such time as Subcontractor has fully performed all work in accordance with the Contract Documents, and the work has been finally approved and accepted by the Contractor and Owner and any Owner's representative.

Y. MODIFICATIONS

No modification to, or waiver of any rights under, this Master Subcontract shall be valid or binding on the parties to this Master Subcontract unless the same be in writing. Failure of Contractor to insist upon strict performance of any term or condition of this Master Subcontract, or to exercise any option herein conferred on one or more instances shall not be construed to be a waiver of such performance or option, or of any other covenants or agreements, on subsequent occasions, but the same shall be and remain in full force and effect.

Z. INTEGRATION

This Master Subcontract represents the entire integrated agreement between the parties with respect to the Project and supersedes all prior negotiations, proposals, correspondence, representations, or agreements, whether written or oral, express or implied. This Master Subcontract may only be amended or modified in a change order or other writing signed by both Contractor and Subcontractor. The failure of Contractor to enforce at any time or for any period of time any one or more of the provisions of the Master Subcontract shall not be construed as a waiver of any such provision or provisions.

AA. MISCELLANEOUS

This Master Subcontract shall be considered to have been made in and shall be interpreted under the laws of the State of Washington.

Any written notice required to be given to a party shall be hand delivered or delivered to the address of that party indicated above. Subcontractor shall comply with all federal, state, and local laws, regulations, and orders prohibiting discrimination on the basis of race, religion, sex, or national origin.

Time is of the essence of this Master Subcontract.

BB. SPECIAL PROVISIONS

PROJECT INFORMATION AND LIST OF SUBCONTRACTORS AND SUPPLIERS

PROJECT NAME: _____

JOB SITE ADDRESS: _____

SUBCONTRACTOR COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NAME OF PROJECT MANAGER: _____

NAME OF SITE SUPERINTENDENT: _____

CONTRACTING LICENSE NUMBER: _____

L & I REGISTRATION NUMBER: _____

UBI NUMBER: _____

FEDERAL IDENTIFICATION NUMBER: _____

EMPLOYMENT SECURITY DIVISION NUMBER: _____

INSURANCE / BONDING COMPANY: _____

ADDRESS: _____

PHONE NUMBER: _____ AGENT: _____

UNION NAME: _____ LOCAL NUMBER: _____

MEMBERSHIP NUMBER: _____

**NAMES, ADDRESSES, AND PHONE NUMBERS OF ALL SUBCONTRACTORS
AND/OR SUPPLIERS TO BE USED ON THIS PROJECT**

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

**THIS FORM MUST BE FILLED OUT COMPLETELY AND RETURNED
TO MILNE ELECTRIC, INC. WITHIN FIVE (5) DAYS OF
THE EXECUTION OF ANY WORK ORDER.**

ATTACHMENT A

SUBCONTRACTOR APPLICATION AND CERTIFICATION FOR PAYMENT

TO: **MILNE ELECTRIC, INC.**

Application No. _____

Period Ending _____

Project _____

Subcontractor _____

Application is hereby made for payment as shown below in connection with the Master Subcontract dated _____, 20____. A schedule of values, detailing the breakdown of this request for payment, is attached and hereby made a part of this Application and Certification for Payment. The present status of the account for this Work Order is as follows:

STATEMENT OF ACCOUNT:

	Original Amount	_____
	Approved Change Orders _____	_____
	Adjusted Contract Amount	_____
Percent Complete as of	Value of Work Completed to Date	_____
This Application: _____%	Value of Approved Change Orders Completed	_____
	TOTAL TO DATE	_____
	Less Amount Retained (_____%)	(_____)
	Total Less Retainage	_____
	Total Previously Paid (Deduct)	(_____)
	AMOUNT DUE THIS REQUEST	_____

**WAIVER AND RELEASE OF CLAIMS FOR
EXTRA COSTS OR DELAYS / ACCELERATION**

Except for approved change orders noted above or claims in the amount reserved below, applicant has incurred no costs during the period covered by this application for extra or changed work or delays, acceleration or impacts, and will make no claims for costs or time extensions arising out of or relating to extra or changed work, or delays, accelerations, or impacts not specifically referred to below:

**CERTIFICATION AND CONDITIONAL WAIVER
AND RELEASE UPON PROGRESS PAYMENT**

Subcontractor certifies that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Master Subcontract (and all authorized changes thereto) between Subcontractor and Milne Electric, Inc., relating to the above-referenced Project, and that the remaining subcontractor balance is sufficient to cover all costs of completing the Subcontract work in accordance with the Contract Documents.

Subcontractor further certifies that all payments, less applicable retention, have been made through the period covered by previous payments received from Milne Electric, Inc. to (1) all subcontractors of Subcontractor, and (2) for all materials, equipment, and labor used in or in connection with the performance of this Work Order. Subcontractor further certifies that it has complied with federal, state, and local tax laws, including Social Security, Unemployment Compensation, Workers' Compensation, and immigration laws, insofar as applicable to the performance of this Work Order.

Subcontractor further waives and releases any claim for compensation, mechanic's or materialman's lien, equitable lien, stop notice, bond or retainage claim rights Subcontractor has on this Project for labor, services, equipment, or material furnished by or through Subcontractor to Milne Electric, Inc., through the last date of the period covered by this pay application in consideration for the sums sought by this application; PROVIDED, that this waiver and release shall not be effective as to retainage, AND FURTHER PROVIDED that nothing herein shall be construed to waive or release any rights which may accrue to the benefit of Subcontractor for labor, services, equipment, or material furnished subsequent to the period covered by this pay application, or for compensation due Subcontractor for items specifically identified above under the heading, "WAIVER AND RELEASE OF CLAIMS FOR EXTRA COSTS OR DELAYS/ ACCELERATION."

In consideration of this progress payment, Subcontractor agrees to defend, indemnify, and hold Milne Electric, Inc. harmless from any claim, cause of action, or liability, including but not limited to costs, expenses, arbitration fees, interest, and reasonable attorneys' fees, arising from any claims hereafter made on account of labor, services, equipment, or material covered by this pay application.

DATE: _____

SUBCONTRACTOR

By: _____

Its: _____

ATTACHMENT B

UNCONDITIONAL LIEN / CLAIM WAIVER AND RELEASE

FROM: _____
(Name of Firm Giving Release)

PROJECT: _____
(Project Name)

(Business Address)

(Project Address)

(City, State, Zip Code)

(City, State, Zip Code)

Contact Person: _____

Project Manager: _____

Contact Telephone: _____

Project Telephone: _____

The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments in the sum of \$_____ for labor, services, equipment, or materials furnished to the above-referenced job and does hereby release any and all claims, rights of lien, bond claims (including Federal Miller Act claims), or retainage claims of any nature which the undersigned has on the above-referenced Project. This release covers all payment for labor, services, equipment, materials furnished, and/or claims on the above-referenced job through _____ [end date of the last Application for Payment for which Payment has been received] only and does not cover any retention or items furnished after that date.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

Signature: _____
(Authorized Corporate Officer/Partner/Owner)

(Title)

Dated: This _____ Day of _____,
20____ at:

(City, State)



Federal Way Public Schools
THOMAS JEFFERSON HIGH SCHOOL

4242 S 288TH Street

Auburn, WA 98001

00500 Scope of Work

Inclusions

- 270510 Common Work results for Audio-Video Systems (As applicable to this scope)
- 270528.33 Conduits and Backboxes for Audio-Video (As applicable to this scope)
- 275123 IP Intercom and Clock System
- Termination and trim out of devices and equipment
- Specialty back Boxes
- Testing and programming
- All Submittal and O&M general Requirements
- Low Voltage Permit as required
- Required coordination meetings
- Panel Wiring
- System Shop drawings

Exclusions

- Conduit Pathway - with Pull String
- Non Device terminations
- wire
- Check wire for proper continuity
- Standard Electrical Back boxes