Docusign Envelope ID: 54E947DF-2EBC-4B11-B53C-AE36AA0D4B2E

McGOUGH

Project Name:	Moorhead City Hall Renovation	**McGough Job Number:**	101340
Project Address:	500 Center Avenue Moorhead, MN 56560		
Owner:	City of Moorhead 500 Center Ave Moorhead, MN 56561		

Attached please find a copy of the subcontract complete in accordance with the Architect's plans and as outlined in the specifications.

Please sign and return one copy via email to the Project Coordinator listed below for our records. The subcontract will be deemed to have been accepted upon the earlier of the execution of the Subcontract or McGough Construction's receipt of your first invoice for work/materials completed for this contract.

This Subcontract may be executed by the Contractor and Subcontractor separately in counterparts which, taken together, shall constitute an original. This subcontract may be executed by facsimile, email or electronic signatures, which shall be deemed to have the same force and effect as an original signature. Whenever this Subcontract is executed in this manner, no changes, alterations, or modifications shall be accepted and both parties agree that the original version of this Subcontract is the only version that is binding.

Please note that McGough Construction will not accept any changes or modifications to the subcontract when it is returned to McGough Construction.

Please arrange to have your insurance carrier or agent furnish us with a Certificate of Insurance for the above referenced project with McGough, Architect and the Owner listed as additional insured. Your minimum coverage must be equal to the amounts shown in Exhibit B attached or previously executed under the Master General Conditions Agreement. All applicable blanks must be filled in. A properly executed certificate of insurance must be on file at our office before any work is commenced at the jobsite.

All payment requests with all supporting documents required by the Subcontract Agreement and the Contract Documents (including but not limited to lien waivers, sworn statements, and the like) for Subcontractor and its sub-subcontractors and suppliers shall be in electronic format and shall be submitted to Contractor using the Oracle Textura Payment Management (TPM) System no later than the 25th of the month for work completed and stored during that month. Any request received after the 25th will not be considered until the following month. Subcontractor shall be responsible for the fees and costs associated with Subcontractor's use of TPM. Subcontractor shall include a similar provision in its subcontracts and purchase orders. Fees to Subcontractors are calculated as 0.22% (22 basis points) of contract value (plus applicable taxes), with a maximum fee of $5,000. Fees to Subcontractors' sub-subcontractors and suppliers are a fixed fee of $100 per sub-subcontractor or supplier contract.

All subcontract SOVs must be approved prior to first submission and will require line-item breakdown (at minimum) as indicated in the 'Scope of Work (SOW)' section of the Subcontract and preferably additional. Any invoices NOT including this information will be rejected.

Please see following page for the McGough project team.

Please contact us if you have any questions regarding this subcontract.

Sincerely,

Thomas Dahl

McGough Construction

Docusign Envelope ID: 54E947DF-2EBC-4B11-B53C-AE36AA0D4B2E

McGough Project Team:

Senior Project Manager	Project Manager	Superintendent
Spencer Hilde spencer.hilde@mcgough.com 701-318-3231	Thomas Dahl thomas.dahl@mcgough.com 701-318-3231	John Denault john.denault@mcgough.com 651-600-8440
Project Coordinator	**Accountant**	**Project Engineer**
Rachel Hanson rachel.hanson@mcgough.com 701-204-1456	Ann McClellan amcclellan@mcgough.com 651-634-4683	

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McGough

STANDARD SUBCONTRACT AGREEMENT
LABOR & MATERIALS

Contract Date: April 2, 2025 **Contract Number:** 101340-0002

Owner Information:					
Owner Name:		**Owner Contact:**		**Owner Address:**	
City of Moorhead		Mike Rietz		500 Center Ave Moorhead, MN 56561	

Project Information:		
Project Name:		**Project Site:**
Moorhead City Hall Renovation		500 Center Avenue Moorhead, MN 56560

Architect Information:					
Architect Name:		**Architect Contact:**		**Architect Address:**	
JLG Architects		Rob Remark		214 Broadway N Fargo, ND 58102-4713	

THIS SUBCONTRACT for the above referenced project, effective the date listed above, is entered into by and between the following Contractor and Subcontractor:

Contractor Information:					
Contractor Name:		**Contractor Contact:**		**Contractor Address:**	
McGough Construction Co., LLC		Thomas Dahl		630 First Avenue North #8 Fargo, ND 58102	

Subcontractor Information:					
Subcontractor Name:		**Subcontractor Contact:**		**Subcontractor Address:**	
Escape Fire Protection Inc		Kevin Peterson		3000 Centerville Rd Little Canada, MN 55117-1105	

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RECITALS:

Contractor has entered into a contract ("**Prime Contract**") with Owner to furnish services, labor, material and equipment for the construction of the Project on the Project Site, pursuant to drawings, specifications, general, supplemental and special conditions, addenda and amendments and other documents (the "**Work**") prepared by ("**Architect**").

Contractor desires to subcontract to the Subcontractor the performance of a portion of the Prime Contract upon terms and conditions set forth herein.

AGREEMENT:

In consideration of their mutual promises and undertakings, the Subcontractor and Contractor agree to the following:

Subcontractor shall furnish and install the necessary scope of work complete, including design services as required, in accordance with the Architect's plans and as outlined in the specifications as issued by Architect, the Prime Contract, and the Contract Documents ("**Subcontract Work**"). The Subcontract Work shall include but not be limited to the following:

SUBCONTRACT PRICE:

For full performance of the Subcontract Work in conformance with the Contract Documents, and all other terms and conditions of this Subcontract, Contractor shall pay the Subcontractor the Contract Price listed below.

SUBCONTRACTOR'S FEE ON CHANGE ORDERS:

The Subcontractor's Fee on Change Orders, including overhead and profit, is equal to the percentage listed below of the Cost of the Work for the Change Order. If the Change Order Cost of the Work is a deductive amount, the Subcontractor's Fee shall be deducted; if the Change Order Cost of the Work is an additive amount, the Subcontractor's Fee shall be added.

$69,120.00	Sixty Nine Thousand One Hundred Twenty Us Dollar 00/100

SCOPE OF WORK (SOW)			
Job Number	**Phase**	**Description**	**Amount**
101340.001	009-210000	Fire Suppression Demolition	$69,120.00

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MISCELLANEOUS INFORMATION		
Retainage on progress payments shall be held in the amount of	5%	
McGough Standard Insurance Requirements	Included	
Shop Drawings and Engineering	Included	
Subcontractor's Fee on Change Orders *(See additional information above)*	10%	
100% Performance and Payment Bond	Not Applicable	

DOCUMENTS AND SUPPLEMENTAL INFORMATION (List documents with dates below)	
Extra construction documents will not be available on-site for your field crew to use. Subcontractor is responsible to forward any and all applicable documents received in your office to the field in a timely manner.	
All Division 00 and 01 Specifications	Included
CD_BP1_MCH_Drawings_2025.01.31	Included
CD_BP1_MCH_Specifications_2025.01.31	Included

SCHEDULE		
Project Schedule Dated	2025.02.17	Included
Site Logistics Plan Dated	2025.02.17	Included

SUBCONTRACTOR MANAGEMENT		
Project Work Hours	7:00 AM to 3:30 PM	
Prepare detailed schedule to support McGough provided schedule	Included	
Attend Project Progress Meetings as Requested	Included	
Mandatory attendance at Pull Planning / Weekly Work Planning Sessions as scheduled	Included	Attendance required by Subcontractor Project Manager and Subcontractor Field Foremen
Price Change Order Proposals within five (5) Business Days	Included	
Kevin Peterson to be Project Manager for the duration of the project	Included	
TBD to be Superintendent for the duration of the project	Included	
Coordinate all deliveries with McGough Project Superintendent	Included	

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ALSO INCLUDED BUT NOT LIMITED TO:

INCLUSIONS	
1	Exhibit 1

COVID-19: SUBCONTRACTOR COMPLIANCE WITH ALL OWNER POLICIES AND REQUIREMENTS, FEDERAL AND STATE LAWS, STATUTES, ORDINANCES, CODES, RULES AND REGULATIONS, MUNICIPAL ORDINANCES AND REGULATIONS, AND LAWFUL ORDERS OF COURTS AND/OR PUBLIC AUTHORITIES EFFECTIVE WHERE THE SUBCONTRACT WORK IS TO BE PERFORMED.

EXCLUSIONS	
1	Exhibit 1

BOND:

If indicated above, Subcontractor shall furnish Contractor, in form satisfactory to Contractor, duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to Contractor and authorized to do business in the state in which the Project is located, in the full amount of this Subcontract. The bond premium shall be paid by the Subcontractor and included in the Subcontract Price. Subcontractor's failure to deliver satisfactory bonds or renewals thereof within ten (10) calendar days after demand may be deemed a material breach of this Subcontract.

EXHIBITS AND EXECUTION:

The following **Standard Subcontract Exhibits** *(as attached or previously executed in a Master Agreement)* are incorporated into this Subcontract as though fully set forth herein:

- ***Exhibit A*** – Subcontract General Conditions Labor & Materials *(If Subcontractor has a previously executed Master Agreement, Exhibit A of the Master Agreement will control)*
- ***Exhibit B*** – McGough Standard Insurance Requirements *(If Subcontractor has a previously executed Master Agreement, Exhibit B of the Master Agreement will control)*
- ***Exhibit C*** – Digital Data Protocol *(If Subcontractor has a previously executed Master Agreement, Exhibit C of the Master Agreement will control)*
- ***Exhibit D*** – State Specific General Conditions *(as attached or not applicable if Subcontractor has a previously executed Master Agreement)*
- ***Exhibit E*** – Workforce Requirements *(if applicable)*
- ***Exhibit G*** – McGough Quality Program Requirements

The following **Project Specific Exhibits** *(as attached)* are incorporated into this Subcontract as though fully set forth herein:

- ***Exhibit 1 – Escape Fire Protection Inclusions & Exclusions***
- ***Exhibit 2 – Project Schedule***
- ***Exhibit 3 – Site Logistics Plan***

Additionally, the Contract Documents defined in Exhibit A Article A2.1 are also incorporated into this Subcontract as though fully set forth herein. Subcontractor hereby acknowledges that Subcontractor has reviewed and fully understands the foregoing documents.

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In executing this Subcontract, Contractor and Subcontractor each individually represents that it has the necessary financial resources to fulfill its obligations under this Subcontract, and each has the necessary corporate approvals to execute this Subcontract and perform the services described herein.

This Subcontract constitutes the entire agreement between the parties hereto and is acknowledged and effective on the date first set forth above. No oral representations or other agreements have been made by Contractor except as stated in this Subcontract.

Escape Fire Protection Inc	
Subcontractor	DocuSigned by: Kevin Peterson E2C7F7692AC64C6... 4/2/2025
By Kevin Peterson	

McGough Construction Co., LLC	
Contractor	DocuSigned by: Spencer Hilde 006CD1C90B6E49E... 4/2/2025
By Spencer Hilde, Project Manager of Record	
Contractor	Signed by: Thomas Dahl 9D7AAAF47C494C0... 4/2/2025
By Thomas Dahl, Project Manager	

McGough Construction

Exhibit 1

	General Inclusions
	Sales Tax Rebate Forms are required to be filled out monthly on this project and subcontractor will fulfill these requirements.
	Contractor confirms they are experienced in the nature and scope of this project and acknowledges that the Construction Documents are not fully complete. Contractor has included in its scope and "Lump Sum" price all items and necessary appurtenances that are required, are reasonably inferable and/or are customarily provided in Subcontractor's line of work to provide a complete scope of work.
	In conformance with the documents, contractor's bid includes material, equipment, tools, hoisting, scaffolding, platforms, temporary bracing, labor including overtime costs, subsistence/per diem, travel expenses, shipping, project management, coordination, planning, permits required for this scope, bonds, insurance per McGough requirements, all federal, state and local taxes, fees, overhead costs and profits.
	Contractor agrees to provide scope of work in accordance with documents, industry standards and applicable building codes. Where any of the above conflict with another, contractor is responsible for obtaining clarification from McGough prior to commencing work. Any rework resulting from a failure to do so or resulting from poor workmanship or quality of materials is the sole responsibility of the contractor.
	Contractor has included all costs associated with satisfactorily completing the McGough prequalification process.
	Contractor to provide schedule of values and cash flow projections each month with pay application.
	Contractor agrees to provide updated manpower projections to McGough as requested and has included all costs to do so.
	Include all required licenses, state and local permits.
	Contractors costs for added work performed by contractor's own forces **10%** of the cost of work.
	Contractor has accounted for providing an updated cost log to McGough on a monthly basis. Cost log should at a minimum show all executed and pending cost changes and their values.
	Include insurance in accordance with McGough requirements; including pollution insurance if scope of work requires.
	Include all specified submittals, warranties and mockups.
	Contractor to provide all closeout materials and warranties per the scope and duration noted in the documents. Warranties are to start at the date of substantial completion of the entire project and is irrespective of any use of work for temporary services during construction.
	Provide submittals in a timely manner to account for lead times and changes in design. Contractor shall be solely responsible for impacts due to providing late and/or incomplete submittals as well as submitting large quantities at once ("dumping") that hinders timely review.
	There will be no use of any type of tobacco products on the construction site.
	No radios other than communication type radios will be permitted on the job site.
	Standard work hours are 7:00 am to 3:30 pm. Work outside these hours shall be coordinated with McGough. Crews expected to be onsite Monday through Friday.
	Contractors Superintendent or Foreman and Project manager shall attend weekly on-site coordination meetings as applicable to your scope. Supt. or Foreman shall also participate in "daily huddle" approx. 15 minutes to discuss that days activities.

	Contractor is responsible for adhering to the project schedule as issued by McGough. Contractor is solely responsible for any impacts caused to the Owner, Architect/Engineer, Contractor or other Subcontractors as a result of schedule delays it causes and must provide resources including its own labor on overtime to recover delays. Contractor will also be responsible for costs borne by McGough and/or other Subcontractors and Suppliers to recover delays it causes.
	Include participation in periodic schedule pull plan sessions and weekly project Subcontractor meetings during or as appropriate to your scope. Contractor agrees to actively partake in project scheduling activities including providing accurate time estimates to McGough Superintendents and providing comments and feedback to schedules issued by McGough.
	Perform installation in sequences directed by McGough to support the construction schedule.
	Utility locates as required for any earthwork/underground/etc. is responsibility of contractor.
	The owner has contracted a third party testing agency to conduct special inspections and testing. Contractor is responsible for coordinating with the testing agency and McGough superintendent and has accounted for costs associated with providing adequate access and time needed to perform such inspections and testing of its scope of work. Contractor shall bear sole responsibility and associated costs for retesting or additional testing as a result of poor workmanship or quality of materials.
	Mock-ups as required per documents. Contractor to build mock-ups that pertain to its scope of work as indicated in the documents, in a manner that they serve the intended purpose of review and adjustment by the owner, architect/engineer and contractor. Mock-ups are to be constructed in a timely manner by the persons responsible for the final in-place construction and are to be coordinated between contractor and McGough Project Superintendent.
	Contractor has included any costs associated with manufacturer field visits as noted in the documents or is standard in the field that contractor performs this scope of work in.
	Contractor is responsible for all costs related to delayed construction and review of mock-ups.
	Contractor to conform to all safety regulations per applicable OSHA and McGough standards and participate in McGough Safety Program.
	Contractor shall provide their site-specific safety plan to McGough prior to starting work including all material SDS pertaining to your scope of work. Hard copies of SDS are required to be onsite and stored in McGough construction office.
	Except in designated break areas and office trailers, all contractor personnel working on site need to wear shirts with minimum 4" sleeves (tank tops not allowed), full length pants, class II high vis vest/jacket, hard hat, hard sole work boots, and ANSI's Z87.1-2003 rated safety glasses.
	All contractors' employees working on site will be required to attend our on-site safety orientation prior to starting work. This orientation is approximately 45 mins to 1 hour in length and generally will be scheduled to occur once per week.
	Provide roof and leading edge fall protection (harnesses and retractable, etc. for your employees as required to meet 6-foot fall protection rule (any worker above 6 feet must be tied off 100% of time). This includes and all work occurring on the roof levels, at all times, as there is no temporary or permanent perimeter guardrail system.
	McGough will conduct a weekly safety meeting of approximately 30 mins. In length. Attendance is required for all workers onsite.
	Contractor shall provide all safety equipment (i.e. fire ext., PPE, fall protection, safety barricades, devices, covers, etc. as required for the safe conduct of their work and in accordance with the latest OSHA requirements. **Contractors pricing to include Type II hard hats and Level III cut resistant Gloves**
	This project will be LEED certified and requires subcontractor participation and assistance with complying with requirements per construction documents.

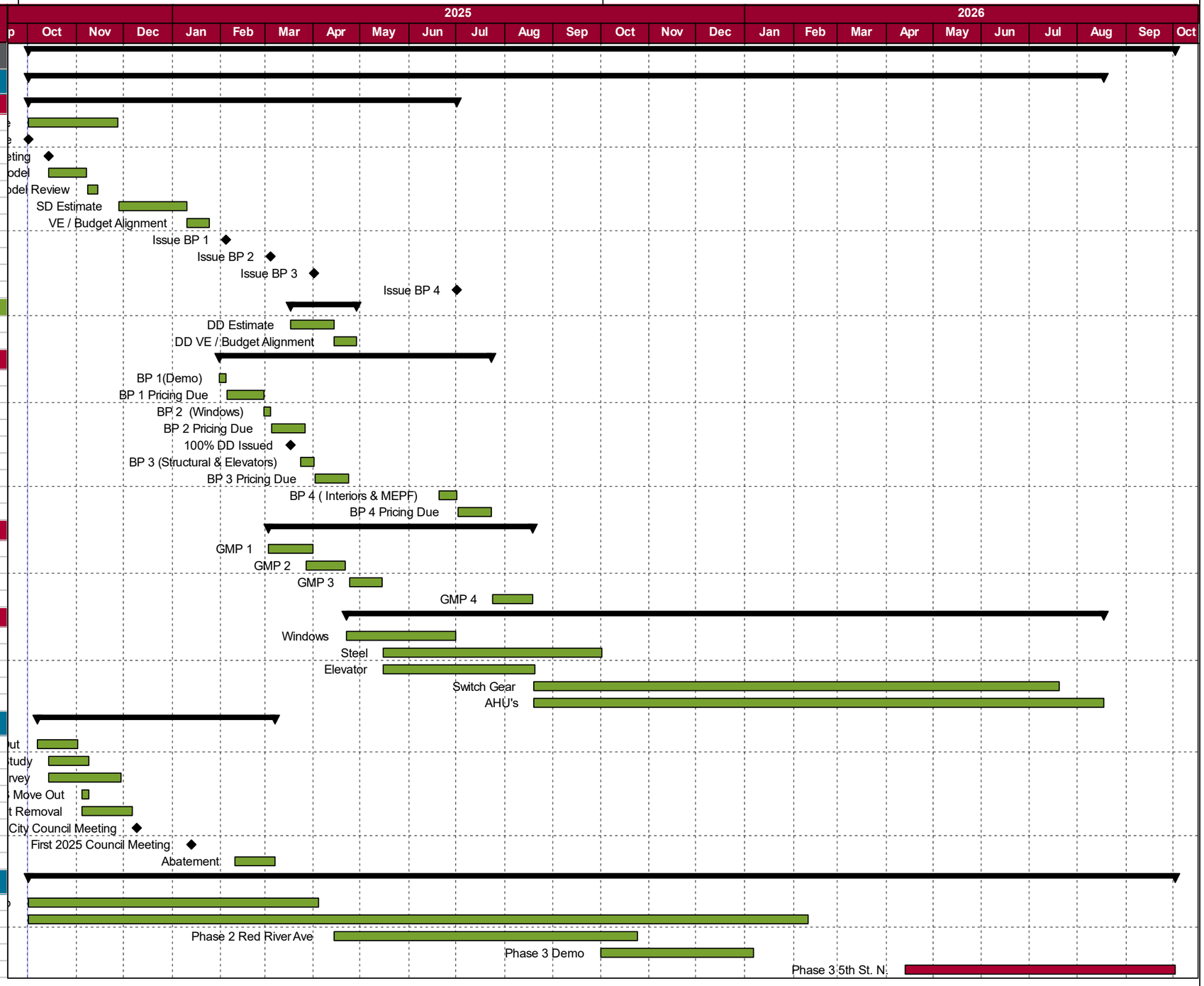
	Required that each contractor has a competent person as determined by OSHA onsite when the contractor is mobilized and performing work.
	Traffic control as required to complete scope of work.
	Site will have very limited space for laydown. Plan on not having any space for laydown and contractor has accounted for making just in time deliveries. All deliveries and any on site storage to be made in consultation with McGough project superintendent.
	Provide material handling within the building as applicable for their scope of work.
	Provide all survey, staking and layout associated with this work. Control points for the building will be provided by others.
	Contractor is responsible for maintaining a clean job site as it relates to its scope of work. Additional cleanup maybe required by contractor as determined by McGough. Include equipment for your scope including trash carts for material transfer from floors.
	Contractor is responsible for all design, engineering, procurement, construction and removal of any temporary bracing, supports etc. needed to complete contractor's scope of work safely and without impacting existing work in place. If contractor believes, contrary to McGough, that such controls are not needed for a given condition, it is responsible for conducting engineering to substantiate its claim.
	Contractor is responsible for removing all hazardous waste off-site in accordance with laws and regulations. Provide documentation of such removals to McGough within 24 hours.
	Contractor is responsible for removing all non-hazardous waste to the on-site dumpsters. Contractor is responsible for sorting waste to the correctly labeled dumpster. This is LEED project requirement. Dumpsters to be provided by others.
	Any and all contractors installing materials or equipment after the permanent roofing is installed must provide proper and adequate protection of the roofing materials during their scope of work. Protection will be 1” insulation and 1/2" plywood.
	Contractor is responsible for providing power to their trailer(s), Conex boxes and any power connections.
	Include distribution of temp power, extension cords and task lighting for your scope.
	Contractor shall provide their own temp. elec. power and lighting as required until the elec. contractor completes the initial temp. service and wiring installation for the project. Once the initial service is completed, temp. power, wiring, lighting and distribution will be provide in accordance with current OSHA requirements. Any requirements in excess of these shall be at the expense of the contractor. Any electrical service in excess of single phase, 120V power shall be the responsibility of the contractor. All temp. work shall be removed by the installing contractor.
	Contractor is responsible for cutting and patching of all penetrations through walls, partitions, floors, ceilings and roofs necessary for the installation of its work.
	Contractor is responsible for maintaining a current set of construction documents for use by its crew. Changes to construction documents will be distributed electronically by McGough to all Contractors. Extra hard copies will not be provided by McGough for use by Contractors.
	Contractor has included all costs associated with maintaining and submitting on request, electronic copies of all as-builts pertaining to its scope of work.
	Contractor shall respect the work of others and shall be responsible for costs incurred in repairing work by others damaged by its personnel.
	Contractor to submit Quality Control Program to McGough a minimum of 15 days prior to starting its scope of work. McGough to review and provide recommendations on changes if any are required.
	Contractor to conduct quality control steps as noted in the Quality Control Program and specifications and documents. Submit all reports and inspection records to McGough within 24 hours of completion.

	Contractor agrees to rectify any deficient work within 3 days of being notified by Owner, Architect/Engineer, AHJ, Third Party Testing Agency, Manufacturer or Contractor. Documentation of remedial action is the responsibility of the contractor. Contractor shall bear sole responsibility for costs where such deficiencies impact the work of others.
	Contractor acknowledges that it is responsible for all its tiered Subcontractors and that McGough reserves the right to reasonably object to any tiered Subcontractors. No tiered Subcontractor with a current EMR greater than 1.0 may be awarded work on this project.
	3rd party engineering of scope of work per contract documents and/or standard trade practices required.
	Documents
	CD_BP1_MCH_Drawings_2025.01.31
	CD_BP1_MCH_Specifications_2025.01.31
	Moorhead City Hall Demo Schedule 02.17.25
	Moorhead City Hall Site Logistics 02.17.25
	Scope of Work
	DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS
	DIVISION 01 GENERAL REQUIREMENTS
	DIVISION 02 EXISTING CONDITIONS
	DIVISION 21 FIRE SUPPRESSION
	All other Specifications as applies
	Fire Suppression Demolition Scope Inclusions
	Disposal, burying or burning of any materials is prohibited on site.
	Subcontractor shall take appropriate measures to contain debris and shall ensure demolition is carried out in a safe manner
	Any demolition performed in excess of what is indicated in the construction documents or beyond what is directed by McGough Constuction shall be repaired at the Subcontractor's expense
	Field verifications required to complete scope of work
	Leave existing standpipe for fire fire department conections at each floor per OSHA requirements
	Site specific demo. plan as required per OSHA standards. This to be completed as part of the submittal process and will be required to be submitted and reviewed by McGough two weeks prior before mobilization
	Contractor has reviewed the existing building plans, so that a completed scope of work has been provided in this bid package
	Materials taken out of service: The owner shall have the first right of refusal for any materials . Materials that the owner does not want become the property of the contractor to be removed from the site and disposed of properly. McGough will provide dumpsters and will require the seperation of materials for scrap materials
	Disconnect and remove existing sprinkler pipingand all associated fittings and hangers.
	Disconnect and remove existing fire departmentconnection and all associated piping, fittings andhangers.
	Cap exitising piping main for new connection
	Disconnect and remove existing fire protectionalarm bell and strobe light and all associatedcontrols
	Disconnect and remove existing fire and jockey pumps and all associated piping, valves, fittings, supports/hangers, control panel, controls
	Do not use cutting torches until work area is clear of flammable materials. At concealed spaces verify condition and contents of hidden space before starting flame cutting operations. Maintain Fire Watch and portable fire-suppression devices during flame-cutting operations. Maintain and evaluate ventilation during flame-cutting operations.

	Verify that abandoned equipment serves only abandoned facilities.
	Beginning of demolition means the Contractor accepts existing conditions.
	Exclusions
	Payment and performance bonds
	Site Restrooms
	Site Dumpsters

Docusign Envelope ID: 54E947DF-2EBC-4B11-B53C-AE36AA0D4B2E

Activity ID	Activity Name	Original Duration	Start	Finish
Moorhead City Hall Renovation RADER		524	01-Oct-24	02-Oct-26
Preconstruction		490	01-Oct-24	17-Aug-26
Design Process		196	01-Oct-24	01-Jul-25
A1030	100% SD Complete	42	01-Oct-24*	27-Nov-24
A1220	100% CD Complete	0		01-Oct-24
A1000	Cost Model Meeting	0	14-Oct-24*	
A1010	Prepare Cost Model	19	14-Oct-24	07-Nov-24
A1020	Cost Model Review	5	08-Nov-24	14-Nov-24
A1190	SD Estimate	32	28-Nov-24	10-Jan-25
A1050	VE / Budget Alignment	10	10-Jan-25	24-Jan-25
A1420	Issue BP 1	0		04-Feb-25
A1460	Issue BP 2	0		04-Mar-25
A1500	Issue BP 3	0		01-Apr-25
A1540	Issue BP 4	0		01-Jul-25
Estimating		30	17-Mar-25	28-Apr-25
A1100	DD Estimate	20	17-Mar-25*	14-Apr-25
A1200	DD VE / Budget Alignment	10	14-Apr-25	28-Apr-25
Bidding Process		124	31-Jan-25	23-Jul-25
A1340	BP 1(Demo)	3	31-Jan-25*	04-Feb-25
A1430	BP 1 Pricing Due	18	05-Feb-25	28-Feb-25
A1450	BP 2 (Windows)	3	28-Feb-25*	04-Mar-25
A1480	BP 2 Pricing Due	16	05-Mar-25	26-Mar-25
A1070	100% DD Issued	0		17-Mar-25
A1470	BP 3 (Structural & Elevators)	7	24-Mar-25*	01-Apr-25
A1510	BP 3 Pricing Due	16	02-Apr-25	23-Apr-25
A1530	BP 4 (Interiors & MEPF)	8	20-Jun-25*	01-Jul-25
A1550	BP 4 Pricing Due	16	02-Jul-25	23-Jul-25
Review		121	03-Mar-25	18-Aug-25
A1440	GMP 1	21	03-Mar-25	31-Mar-25
A1490	GMP 2	18	27-Mar-25	21-Apr-25
A1520	GMP 3	15	24-Apr-25	14-May-25
A1560	GMP 4	18	24-Jul-25	18-Aug-25
Procurment		345	22-Apr-25	17-Aug-26
A1390	Windows	50	22-Apr-25	30-Jun-25
A1380	Steel	100	15-May-25	01-Oct-25
A1570	Elevator	70	15-May-25	20-Aug-25
A1400	Switch Gear	240	19-Aug-25	20-Jul-26
A1410	AHU's	260	19-Aug-25	17-Aug-26
City Of Moorhead		110	07-Oct-24	07-Mar-25
A1110	Staff Move Out	20	07-Oct-24*	01-Nov-24
A1120	Abatement Study	20	14-Oct-24	08-Nov-24
A1130	Geotech Survey	35	14-Oct-24	29-Nov-24
A1150	MPS Move Out	5	04-Nov-24	08-Nov-24
A1180	City Hall Equipment Removal	25	04-Nov-24	06-Dec-24
A1140	Last 2024 City Council Meeting	0	09-Dec-24*	
A1170	First 2025 Council Meeting	0	13-Jan-25*	
A1160	Abatement	20	10-Feb-25*	07-Mar-25
Adjacent Construction		524	01-Oct-24	02-Oct-26
A1250	Mall Phase 2 Demo	134	01-Oct-24	04-Apr-25
A1290	Moorehead Public Library	356	01-Oct-24	10-Feb-26
A1270	Phase 2 Red River Ave	140	14-Apr-25*	24-Oct-25
A1260	Phase 3 Demo	70	01-Oct-25*	06-Jan-26
A1280	Phase 3 5th St. N.	125	13-Apr-26*	02-Oct-26



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

MOORHEAD MALL DEMOLITION 2025

Peliminary Schedule

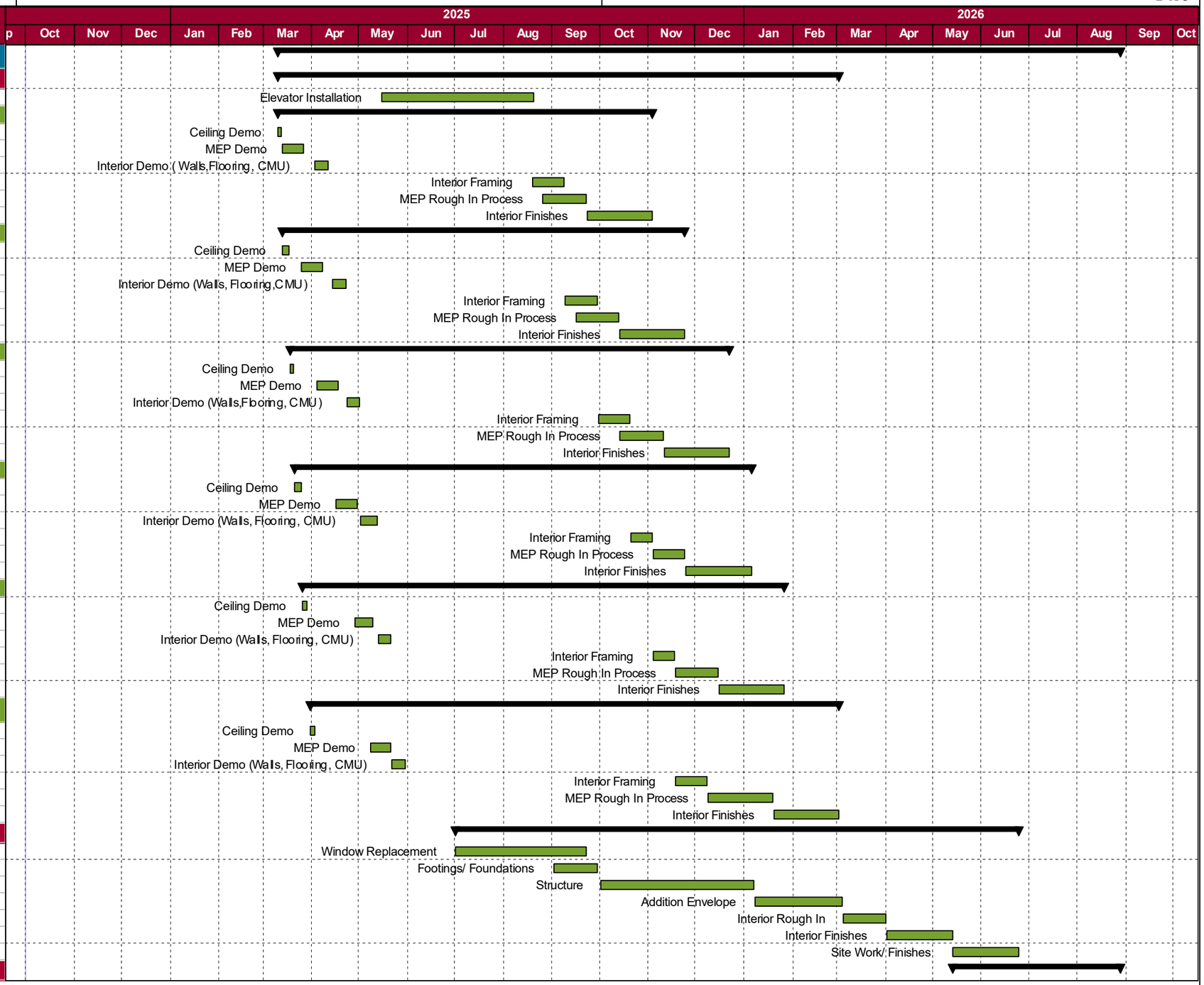
McGough

Logo Usage Guide

JLG architects

Docusign Envelope ID: 54E947DF-2EBC-4B11-B53C-AE36AA0D4B2E

Activity ID	Activity Name	Original Duration	Start	Finish
Construction		384	10-Mar-25	28-Aug-26
Renovation		256	10-Mar-25	02-Mar-26
A1910	Elevator Installation	70	15-May-25	20-Aug-25
5th Floor		171	10-Mar-25	03-Nov-25
A1930	Ceiling Demo	3	10-Mar-25	12-Mar-25
A1940	MEP Demo	10	13-Mar-25	26-Mar-25
A1580	Interior Demo (Walls,Flooring, CMU)	7	03-Apr-25	11-Apr-25
A1590	Interior Framing	15	19-Aug-25	08-Sep-25
A1600	MEP Rough In Process	20	26-Aug-25	22-Sep-25
A1610	Interior Finishes	30	23-Sep-25	03-Nov-25
4th Floor		183	13-Mar-25	24-Nov-25
A1950	Ceiling Demo	3	13-Mar-25	17-Mar-25
A1960	MEP Demo	10	25-Mar-25	07-Apr-25
A1620	Interior Demo (Walls, Flooring,CMU)	7	14-Apr-25	22-Apr-25
A1630	Interior Framing	15	09-Sep-25	29-Sep-25
A1640	MEP Rough In Process	20	16-Sep-25	13-Oct-25
A1650	Interior Finishes	30	14-Oct-25	24-Nov-25
3rd Floor		200	18-Mar-25	22-Dec-25
A1970	Ceiling Demo	3	18-Mar-25	20-Mar-25
A1980	MEP Demo	10	04-Apr-25	17-Apr-25
A1660	Interior Demo (Walls,Flooring, CMU)	7	23-Apr-25	01-May-25
A1670	Interior Framing	15	30-Sep-25	20-Oct-25
A1680	MEP Rough In Process	20	14-Oct-25	10-Nov-25
A1690	Interior Finishes	30	11-Nov-25	22-Dec-25
2nd Floor		207	21-Mar-25	05-Jan-26
A1990	Ceiling Demo	3	21-Mar-25	25-Mar-25
A2000	MEP Demo	10	16-Apr-25	29-Apr-25
A1700	Interior Demo (Walls, Flooring, CMU)	7	02-May-25	12-May-25
A1710	Interior Framing	10	21-Oct-25	03-Nov-25
A1720	MEP Rough In Process	15	04-Nov-25	24-Nov-25
A1730	Interior Finishes	30	25-Nov-25	05-Jan-26
1st Floor		219	26-Mar-25	26-Jan-26
A2010	Ceiling Demo	3	26-Mar-25	28-Mar-25
A2020	MEP Demo	10	28-Apr-25	09-May-25
A1740	Interior Demo (Walls, Flooring, CMU)	7	13-May-25	21-May-25
A1750	Interior Framing	10	04-Nov-25	17-Nov-25
A1760	MEP Rough In Process	20	18-Nov-25	15-Dec-25
A1770	Interior Finishes	30	16-Dec-25	26-Jan-26
Basement		241	31-Mar-25	02-Mar-26
A2030	Ceiling Demo	3	31-Mar-25	02-Apr-25
A2040	MEP Demo	10	08-May-25	21-May-25
A1780	Interior Demo (Walls, Flooring, CMU)	7	22-May-25	30-May-25
A1790	Interior Framing	15	18-Nov-25	08-Dec-25
A1800	MEP Rough In Process	30	09-Dec-25	19-Jan-26
A1810	Interior Finishes	30	20-Jan-26	02-Mar-26
New Construction		257	01-Jul-25	24-Jun-26
A1840	Window Replacement	60	01-Jul-25	22-Sep-25
A1820	Footings/ Foundations	20	02-Sep-25	29-Sep-25
A1830	Structure	70	02-Oct-25	07-Jan-26
A1900	Addition Envelope	40	08-Jan-26	04-Mar-26
A1850	Interior Rough In	20	05-Mar-26	01-Apr-26
A1860	Interior Finishes	30	02-Apr-26	13-May-26
A1870	Site Work/ Finishes	30	14-May-26	24-Jun-26
Close Out		76	14-May-26	28-Aug-26



Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

MOORHEAD MALL DEMOLITION 2025

Peliminary Schedule

McGough

MOORHEAD MINNESOTA
Logo Usage Guide

JLG architects

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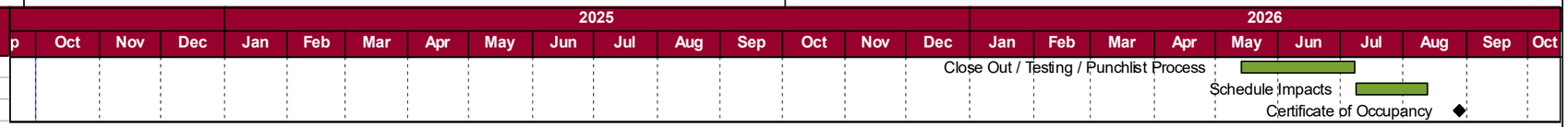
Activity ID	Activity Name	Original Duration	Start	Finish
A1880	Close Out / Testing / Punchlist Process	40	14-May-26	08-Jul-26
A1920	Schedule Impacts	25	09-Jul-26	12-Aug-26
A1890	Certificate of Occupancy	0		28-Aug-26*



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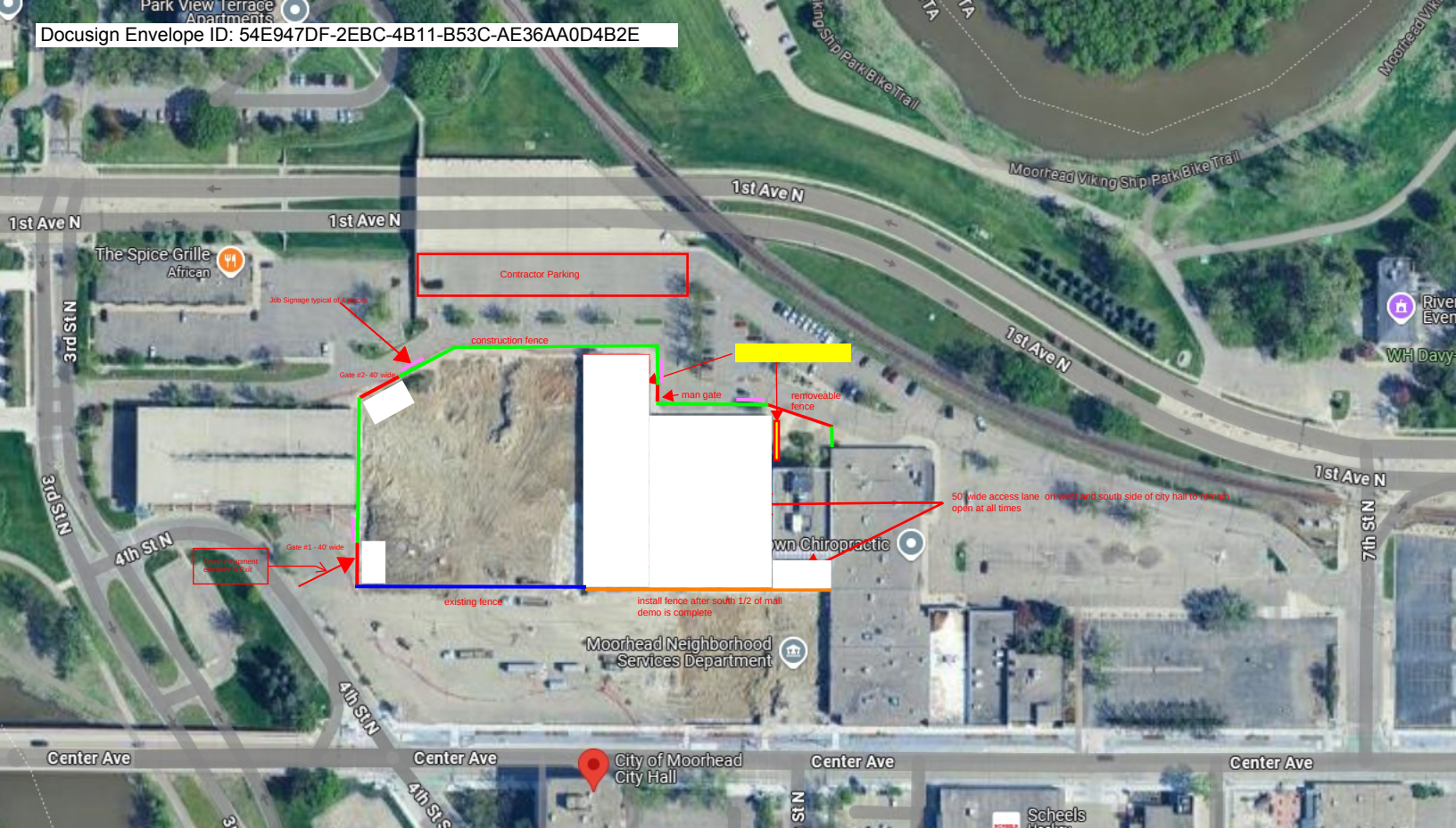

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McGOUGH

EXHIBIT A
SUBCONTRACT GENERAL CONDITIONS
(Labor and Materials)

ARTICLE 1
SCOPE OF WORK

A1.1 The Subcontractor is an independent contractor and shall provide and pay for all supervision, labor, materials, tools, equipment, services, utilities, layout, hoisting, protection, scaffolding, appliances, quality assurance, field measurements, shop drawings and samples, and all other items necessary to perform fully this Subcontract in conformance with the Contract Documents (see Article 2) for the installation, completion, and operation of all Subcontract Work. This Subcontract includes: (a) all Subcontract Work shown on or reasonably implied by any of the Contract Documents as if called for or shown on all documents, and (b) all things necessary to complete the Subcontract Work for use for its intended purpose in conformance with the Contract Documents or otherwise customarily provided in Subcontractor's line of Subcontract Work.

ARTICLE 2
CONTRACT DOCUMENTS

A2.1 **Contract Documents.** This Subcontract, including any attachments and exhibits, the Prime Contract and all documents referenced therein, plans, specifications, project manuals, general and supplementary conditions, special conditions, invitations to bidders, instructions to bidders, addenda, bonds, and subsequent modifications or revisions thereto constitute the contract documents ("Contract Documents"). Subcontractor's proposal or bid shall not be considered a Contract Document and shall not limit Subcontractor's obligations hereunder. All Contract Documents are fully incorporated herein by reference. Subcontractor acknowledges that Contractor has made available to Subcontractor all of the above documents, subject to Contractor redacting certain information deemed to be confidential, and Subcontractor shall be responsible for obtaining copies pertinent to its Subcontract Work.

A2.2 **Comparison of Documents.** Subcontractor represents that it has carefully studied and understands the Contract Documents, has obtained clarification of all known inconsistencies, errors, omissions, or other discrepancies in the Contract Documents, and has included in the Subcontract Price all sums required by such clarifications.

A2.3 **Examination of Conditions.** The Subcontractor represents that it: (a) has visited the Project Site; (b) has evaluated the general and local conditions which can affect the Subcontract Work or the cost thereof; and (c) has analyzed all Contract Documents in relation to each other and to the Project Site, the existing or proposed structure, the condition of the soils, the obstacles which may be encountered, and all other conditions having a bearing upon the performance of the Subcontract Work. Subcontractor has included in the Subcontract Price all sums required by such examination and analysis.

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A2.4 **Agreement to be Bound.** The Subcontractor assumes toward the Owner and Contractor and agrees to all obligations, responsibilities, liabilities, and limitations on rights that Contractor assumes toward or agrees to with the Owner by the Prime Contract, insofar as they are applicable to the Subcontract Work. The provisions of this Subcontract shall be in addition to and not in substitution for any of the provisions of the other Contract Documents. To the extent any provision of the Prime Contract is inconsistent with any provision of this Subcontract, this Subcontract shall govern; provided, however, that if the Prime Contract imposes a more stringent or extensive requirement on Subcontractor than this Subcontract, the more stringent or extensive requirement shall prevail. The Subcontractor shall bind its own subcontractors and suppliers to assume toward the Owner, Contractor and Subcontractor the same duties and obligations that the Subcontractor assumes toward Contractor.

ARTICLE 3
PERFORMANCE OF THE SUBCONTRACT WORK

A3.1 **Quality of Subcontract Work.** Subcontractors shall supervise and direct the Subcontract Work, using best skill and attention, and shall execute the Subcontract Work in a workmanlike manner with qualified, careful, and efficient workers. This includes actively participating in and supporting Contractor's Quality Management Plan. All the Subcontract Work shall be first quality in materials, installation, and workmanship. If conflicts exist within the Contract Documents as to quantity of material or quality of the Subcontract Work, Subcontractor shall provide the greater quantity or better quality shown or specified with no increase in the Subcontract Price. The Subcontractor shall perform all measurements necessary to ensure proper matching and fitting of the Subcontract Work. Nothing in this section, nor in Exhibit G (if applicable) shall be construed to relieve Subcontractor of liability nor responsibility for its construction means, methods, techniques, sequences, procedures, results, and for coordinating all portions of the Subcontract Work. Subcontractor retains sole responsibility for all such matters.

Contractor may schedule a preconstruction meeting, and if requested by Contractor, Subcontractor shall participate in a preconstruction meeting with Contractor, at a time scheduled by Contractor and shall designate a Quality Manager for their Subcontract Work ("Quality Manager"). Subcontractor shall not change the Subcontractor's Quality Manager without Contractor's written consent, which shall not be unreasonably withheld. The Quality Manager shall be empowered to manage all aspects of the quality process on behalf of the Subcontractor. Duties of the Subcontractor's Quality Manager include, but are not limited to, the following:

1. Preparation and review of the method(s) employed to achieve the desired quality for a Definable Feature of Work, which is a task that is separate and distinct from other tasks and has control requirements and work crews unique to that task. ("DFOW"");
2. Preparation of a project-specific quality plan. At a minimum, each specification section and applicable subsection will be considered a DFOW. The DFOW will be agreed upon during the preconstruction meeting. At a minimum, the project-specific quality plan must address the following:
    a. The location of each DFOW on the Project Site;
    b. Acceptable site conditions for the installer, including review and acceptance of the conditions of substrates and adjacent work to allow for performance and/or installation of the Subcontract Work in accordance with the Contract Documents;
    c. Installation instructions meeting the manufacturer's requirements and Contract Documents for each DFOW, including coordination between the manufacturer's requirements and project-specific conditions; and
    d. Quality requirements for the Subcontract Work, including protection requirements for the finished product upon completion for each DFOW.

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3. Preparation of, review and coordination of a consolidated record of issues brought up on the Project for the purpose of tracking the resolution of those issues ("Issues Log").
4. Preparation of, and continuation of punchlist closeout in accordance with the Contract Documents.

If requested by Contractor, Subcontractor's Quality Manager shall attend all coordination or other meetings in person.

A3.2 **Subcontractor's Authorized Representative and Progress Meetings.** Subcontractor's Authorized Representative identified in the first page of this Subcontract shall be deemed to be authorized to act on behalf of Subcontractor and to fully bind Subcontractor. Subcontractor shall not change Subcontractor's Authorized Representative without Contractor's written consent, which shall not be unreasonably denied. If requested by Contractor, Subcontractor's Authorized Representative shall attend progress or other meetings in person. If requested by Contractor, Subcontractor shall also require its subcontractors and suppliers to attend such meetings and be represented by a person with adequate authority.

A3.3 **Sub-Subcontractors.** As soon as practicable after award of this Subcontract and prior to commencement of the Subcontract Work, Subcontractor shall furnish in writing to the Contractor the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Subcontract Work. The Contractor may reply within 14 days to the Subcontractor in writing stating (1) whether the Contractor has reasonable objection to any such proposed person or entity or (2) that the Contractor requires additional time for review. Failure of the Contractor to reply within the 14-day period shall constitute notice of no reasonable objection. The Subcontractor shall not contract with a proposed person or entity to whom the Contractor has made reasonable and timely objection.

A3.4 **Responsibility For All Who Are Performing Subcontract Work.** The Subcontractor shall be responsible to Contractor for the acts and omissions of its employees, subcontractors and their agents or employees, and other persons performing any of the Subcontract Work. Subcontractor agrees to employ no person whose employment on or in connection with this Subcontract may be objectionable to the Contractor. Subcontractor shall remove any such person when objected to by the Contractor upon reasonable grounds. Subcontractor's failure to maintain representatives and staff and satisfactory replacements thereof shall be grounds for the Contractor to terminate this Subcontract. The Contractor's right to approve of, or require replacement of, the Subcontractor's personnel shall neither impose, or be deemed to imply, any obligation or responsibility of the Contractor for supervision of any personnel of the Subcontractor, nor diminish the Subcontractor's responsibility for the Subcontract Work.

A3.5 **Warranty.** The Subcontractor warrants to the Owner and to Contractor that all Subcontract Work, including all materials and equipment furnished under this Subcontract, will be new unless otherwise specified, of the best quality, free from faults and defects, and in strict conformance with the Contract Documents. Subcontractor may not substitute supplies, materials or equipment for items called for by the Contract Documents unless authorized in writing by the Contractor. In all events, the Subcontractor shall provide satisfactory and timely completion of all Subcontract Work, and all Subcontract Work shall conform to the Contract Documents. If required by Contractor, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is in addition to and not in limitation of any other warranty or remedy provided by law or the Contract Documents. Subcontractor shall also assume toward the Contractor all warranties and guaranties applicable to the Subcontract Work to which Contractor is bound under the Prime Contract and other Contract Documents.

A3.6 **Time.** The Contractor may prepare a Project Schedule indicating the dates for the commencement and completion of the various stages of construction. The Project Schedule may be revised within reasonable limits as required by Contractor in accordance with conditions of the Project. Within these limits, Contractor

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reserves the right to direct the Subcontractor, without payment of additional compensation, to suspend, delay, accelerate or reschedule from time to time the performance of the Subcontract Work.

A3.6.1 Time is of the essence of this Subcontract. Subcontractor agrees to start Subcontract Work within two (2) work days after notification by Contractor, and to continue diligently in its performance in accordance with the Project Schedule.

A3.6.2 If any part of the Subcontract Work depends, for proper execution or results, upon the Work of Contractor, any other subcontractor, or any other separate contractor at the Project Site, the Subcontractor shall inspect and promptly report to Contractor any apparent deficiencies or defects in such Work. Failure of the Subcontractor to inspect or report objections to the Work of others shall constitute an acceptance of that Work as fit and proper for interface with the Subcontract Work.

A3.6.3 Should the act, omission, or neglect of Contractor interfere or cause delay for the Subcontractor's commencement, prosecution, or completion of the Subcontract Work, then the Subcontractor shall be entitled to an extension of time and an equitable adjustment to the Subcontract Price.

Should any other cause beyond the Subcontractor's control and not due to any fault, neglect, act or omission on its part, interfere or cause delay for the Subcontractor's commencement, prosecution or completion of the Subcontract Work, then the Subcontractor shall be entitled to an extension of time and, to the extent permitted under the Prime Contract, an equitable adjustment to the Subcontract Price. Such extension shall not exceed the period granted to Contractor by the Owner under the Contract Documents for the same cause of delay. Subcontractor shall be entitled to an extension of time only if Subcontractor delivers notice and a request for extension in writing to Contractor within the shorter of (i) seventy-two (72) hours of the commencement of any claimed interference or delay or (ii) forty-eight (48) hours prior to the date on which Contractor must notify the Owner of the delay under the Prime Contract.

A3.6.4 Nothing herein shall preclude the recovery by Contractor of damages for the Subcontractor's delay or default in performance of the Subcontract Work, or for other acts or omissions which cause delay, disruption, or interference for Contractor. Subcontractor shall be liable for all losses, costs, expenses (including attorneys' fees), liabilities, damages and liquidated damages sustained by Contractor or by others for which Contractor may be liable, but only to the extent caused by Subcontractor or any person or entity for whose acts the Subcontractor is liable.

A3.7 **Clean-Up.** The Subcontractor shall keep the Subcontract Work area and surrounding premises clean of debris and rubbish and shall use designated disposal points for all waste materials generated by the execution of the Subcontract Work. If Subcontractor fails to comply with this paragraph, Contractor may, upon twenty-four (24) hours' notice, perform such necessary clean-up and deduct the cost from any amounts due to Subcontractor. In the event Contractor is unable to determine which subcontractor is responsible for clean-up, Contractor may apportion the cost of such clean-up among the subcontractors in such manner as it determines to be equitable.

A3.8 **Protection.** The Subcontractor shall be solely responsible for the protection of its Subcontract Work and for loss or damage, however caused, to materials, tools, equipment, appliances, or other personal property, owned, rented, or used by the Subcontractor in the performance of its Subcontract Work.

A3.9 **Collective Bargaining and Project Labor Agreements.** If Subcontractor is signatory to any Collective Bargaining Agreement, and if the Subcontract Work is in the applicable jurisdictions, the Subcontractor

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agrees to comply, for the duration of the Contractor's Work on the Project, with the provisions relating to wages, health and welfare, and premium pay of the current Collective Bargaining Agreement(s) in the building construction industry in the jurisdiction of this project. The agreement of the Subcontractor to comply shall apply only to Subcontract Work performed on the jobsite of the Project by employees of the Subcontractor in the classifications of Subcontract Work listed in the wage schedules of such Collective Bargaining Agreement(s), but shall not apply where the Subcontractor has represented to the Contractor that the Subcontractor has an established building trades collective bargaining relationship covering such classifications of Subcontract Work. Subcontractor shall execute such letters of assent as may be required for any project labor agreements applicable to the Project.

A3.10 **Work Interruption.** The Subcontractor shall not engage in any activities, means or methods which may cause strikes, work stoppages or any disturbances or interferences in connection with the Work, the Project, or the location thereof. Should the Subcontractor fail to comply with any of the foregoing provisions, Contractor shall have the right, in addition to any other remedies provided by the Contract Documents or by law, to terminate this Subcontract under the procedure provided in Article A4.5. Subcontractor shall impose an express provision requiring compliance with this Article on its sub-subcontractors. Subcontractor shall indemnify Contractor against any liability, claim, loss, damage, or expense resulting in any way, directly or indirectly, from its failure to comply with the requirements of this Article, including fees and costs incurred in enforcing this indemnity.

A3.11 **Contractor's Tools and Equipment.** Contractor's tools and equipment may be available to the Subcontractor only at Contractor's sole discretion and on mutually satisfactory terms. In establishing the Subcontract Price, Subcontractor shall not assume that Contractor's tools and equipment will be made available to Subcontractor. The Subcontractor agrees to assume sole responsibility for all claims for loss or damage to persons or property (including property of Contractor, Subcontractor, and others) arising out of or resulting from the Subcontractor's use of Contractor's equipment including, without limitation, scaffolding or the hoisting of all persons and material. The Subcontractor agrees that operators of Contractor's equipment during the period of Subcontractor's use, either singly or with others, shall be deemed loaned servants of the Subcontractor even though actually employed by Contractor or others.

A3.12 **Safety.** The prevention of accidents arising out of Subcontract Work is the Subcontractor's responsibility, even if Contractor establishes a safety program for the entire Project. Subcontractor shall establish a safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Contractor and Owner, including, but not limited to, requirements imposed by the Contract Documents. Subcontractor's personnel shall also attend all safety meetings requested by Contractor. The Subcontractor shall be solely responsible for and shall take all reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to its employees and all other persons who may be affected thereby. Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project and shall stop any part of the Subcontract Work which Contractor deems unsafe until corrective measures satisfactory to Contractor shall have been taken. Contractor's failure to stop Subcontractor's unsafe practices shall not relieve Subcontractor of the responsibility therefor. Subcontractor shall orally notify Contractor immediately following any accident and confirm the notice in writing within twenty-four (24) hours after the accident. A detailed written report shall be furnished if requested by the Contractor. Subcontractor shall indemnify Contractor for fines, damages or expenses incurred by the Contractor because of the Subcontractor's failure to comply with safety requirements.

A3.13 **Order to Stop Subcontract Work.** If the Subcontractor fails to carry out the Subcontract Work in accordance with the Contract Documents or fails to correct defective or improper Subcontract Work, Contractor may order the Subcontractor to stop the Subcontract Work, or any portion thereof, until the cause for such order

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has been eliminated. Any such order to stop the Subcontract Work will be written and shall not be inferred from oral statements. This right of Contractor to stop the Subcontract Work shall not give rise to any duty on the part of Contractor to exercise this right for the benefit of the Subcontractor or any other person or entity.

A3.14 **Correction of Defective Subcontract Work.** Without cost to Contractor or the Owner, Subcontractor shall promptly correct improper or defective Subcontract Work, materials or equipment, and other Work affected by such correction which may be discovered within one (1) year from the date of substantial completion of the Project. With respect to the corrected Subcontract Work, the one (1) year correction period shall run from the time of last correction. In addition, the Subcontractor shall provide and honor any guarantee or warranty required by the Contract Documents. Required equipment and system warranty documents and as-built drawings shall be delivered to Contractor within thirty (30) days of completion of the Subcontract Work.

A3.15 **Compliance with Laws and Payments of Fees and Taxes.** Subcontractor agrees to comply and give notices required by all applicable Federal and State laws, statutes, ordinances, codes, rules and regulations, all municipal ordinances and regulations and lawful orders of public authorities effective where the Subcontract Work under this Subcontract is to be performed, and to pay all costs and expenses connected with such compliance, to pay all fees and taxes, including sales and use taxes, and also pay all taxes imposed by any State or Federal law for any employment insurance, unemployment and old age insurance, including social security, and to furnish all necessary reports and information to the appropriate federal, state and municipal agencies, with respect to all of the foregoing the same as though the Subcontractor was in fact the Contractor, and to hold the Contractor, each other subcontractor and the Owner harmless from any and all losses or damage occasioned by the failure of the Subcontractor to comply with the terms of this paragraph.

A3.16 **Termination by the Contractor for Convenience.**

A3.16.1 The Contractor may, at any time, terminate the Subcontract for the Contractor's convenience and without cause. Upon receipt of written notice from the Contractor of such termination for the Contractor's convenience, the Subcontractor shall:

1. cease operations as directed by the Contractor in the notice;
2. take actions necessary, or that the Contractor may direct, for the protection and preservation of the Subcontract Work; and
3. except for Subcontract Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing sub-subcontracts, and purchase orders and enter into no further sub-subcontracts and purchase orders.

A3.16.2 Upon such termination, the Subcontractor shall recover, as its sole remedy, payment, including Subcontractor's Fee, for that portion of Subcontract Work properly performed pursuant to the Subcontract prior to the effective date of termination and for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Contract Documents. The Subcontractor hereby waives and forfeits all other claims for payment and damages including, without limitation, anticipated profits on the Subcontract Work not executed. The Contractor shall be credited for (i) payments previously made to the Subcontractor for the terminated portion of the Work, (ii) claims that the Contractor has against the Subcontractor, and (iii) the cost of the materials, supplies, equipment, or other items that have not been incorporated into the Work that are part of the Subcontract Price.

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ARTICLE 4
INSPECTION, DEFAULT AND REMEDIES

A4.1 **Inspection.** The Contractor, the Architect and their authorized representatives shall have the right to inspect and test the Subcontract Work (including without limitation raw materials, fabricated materials, sub-assemblies, components, assemblies, and Subcontract Work in process of fabrication or installation) at all times and places to verify compliance of the Subcontract Work with the Contract Documents and standards of good workmanship.

A4.2 **Access.** The Subcontractor shall provide sufficient and safe facilities for inspection of the Subcontract Work by Contractor, the Architect, and their authorized representatives in the field, at shops, or at any other place where materials or equipment for the Subcontract Work are in the course of preparation, manufacture, treatment, or storage.

A4.3 **Contractor's Benefit.** All inspections and tests are for the sole benefit of Contractor and shall not relieve the Subcontractor of the responsibility to ensure that the Subcontract Work complies with the Contract Documents. Inspections or tests by Contractor or the Architect shall not be construed as constituting or implying acceptance and shall not relieve the Subcontractor of responsibility for any noncompliance, damage to, or loss of the Subcontract Work prior to acceptance, nor in any way affect the continuing rights of Contractor or the Owner after acceptance of the completed Subcontract Work.

A4.4 **Rejection.** In case the Subcontractor shall fail to correct, replace and/or re-execute faulty or defective Subcontract Work done and/or materials furnished under this Subcontract, when and if required by the Contractor, or shall fail to complete or diligently proceed with this Subcontract within the time herein provided for, the Contractor upon three (3) days' written notice to the Subcontractor shall have the right to correct, replace and/or re-execute such faulty or defective Subcontract Work, or to take over this Subcontract and complete same either through its own employees or through a contractor or subcontractor of its choice, and to charge the cost thereof to the Subcontractor, together with any damages caused by a delay in the performance of this Subcontract.

A4.5 **Default and Remedies.** It is mutually agreed that it shall be considered a material breach of this Subcontract if the Subcontractor at any time: (a) fails to supply sufficient qualified workers, appropriate equipment, or proper and sufficient materials; (b) fails to prosecute the Subcontract Work with promptness and diligence in accordance with Contractor's schedule; (c) delays, disrupts or interferes with the Work of Contractor or of any other contractors or subcontractors on the Project; (d) files or has filed against the Subcontractor a petition in bankruptcy or for an agreement for reorganization (Contractor being unwilling to accept and hereby declines performance by any trustee in bankruptcy); (e) has a material change in its financial condition, control or management; (f) transfers material assets; (g) fails to comply with its indemnification obligations to Contractor or fails to procure or maintain required insurance; (h) becomes insolvent or goes into liquidation or dissolution or makes an assignment for the benefit of creditors or otherwise acknowledges insolvency; (i) fails to save and protect Owner and Contractor from all claims and mechanics' liens; except to the extent caused by the uncured failure of the Contractor to make payment when required by the Contract Documents; (j) is in default under any other contract between Contractor and Subcontractor; (k) informs Contractor that Subcontractor is unable or unwilling to complete any portion of the Subcontract Work, or (l) violates any other term of the Contract Documents.

Without limiting any other rights or remedies provided by the Contract Documents or by law, and after forty-eight (48) hours' written notice to the Subcontractor mailed or delivered to its last known address, Contractor may: (a) perform and furnish through itself or through others any labor or materials for the Subcontract Work and deduct the cost thereof from any monies due or to become due to the Subcontractor under this Subcontract; (b) terminate the employment of the Subcontractor for all or any portion of the Subcontract Work; (c) either (1) demand completion of the Subcontract by the Subcontractor's surety, if

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any, or (2) enter upon the premises including any trailers, storage units or facilities owned or leased by Subcontractor and take possession, for the purpose of completing the Subcontract Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, all of which the Subcontractor hereby transfers, assigns and sets over to Contractor for such purpose, and employ persons as necessary to complete the Subcontract Work and to provide all the labor, services, materials, equipment and other items required therefor; and/or (d) offset or recoup any payments due to Contractor, pursuant to any other contract between Contractor and Subcontractor.

After default, the Subcontractor shall not be entitled to receive any further payment under this Subcontract until the Subcontract Work shall be wholly completed to the satisfaction of Contractor and shall have been accepted by it, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the cost incurred by Contractor in completing the Subcontract Work, including all losses, damages, costs and expense (including attorneys' fees) by reason of or resulting from the Subcontractor's default, such excess shall be paid by Contractor to the Subcontractor; but if such cost shall exceed such unpaid balance, then the Subcontractor, and its surety, if any, shall pay the difference to Contractor or any third party to which Contractor assigns its right to seek recovery. In the event that Contractor assigns its right to seek such recovery to an insurer, the parties agree that for the purposes of this section any agreements to waive subrogation shall not apply.

ARTICLE 5
PAYMENT

A5.1 **Application for Payment.** **Reserved** ***(see State Specific Exhibit for terms).***

A5.2 **Progress Payments.** **Reserved** ***(see State Specific Exhibit for terms).***

A5.3 **Joint or Direct Payments.** **Reserved** ***(see State Specific Exhibit for terms).***

A5.4 **Final Payment.** **Reserved** ***(see State Specific Exhibit for terms).***

A5.5 **Conditions to Payment.** **Reserved** ***(see State Specific Exhibit for terms).***

A5.6 **Effect of Payment.** **Reserved** ***(see State Specific Exhibit for terms).***

ARTICLE 6
INDEMNITY AND DEFENSE

A6.1 **Definitions.**

A6.1.1 "Claims" as used in this Article 6 shall mean any and all claims, costs, liabilities, liens, demands, causes of action, for or on account of any injury to persons, damage to property and the loss of use therefrom (including without limitation, the Subcontract Work), fines, penalties, assessments, or any other loss of whatever kind or nature arising out of or relating to the Project, together with actual attorneys' fees and costs arising out of such Claim and to enforce the provisions of this Article.

A6.1.2 "Indemnitees" as used in this Article 6 shall mean Contractor and its agents and employees, the Owner and its agents and employees, and all others whom Contractor is obligated to defend and/or indemnify under the Contract Documents.

A6.2 **Indemnity.** **Reserved** ***(see State Specific Exhibit for terms).***

A6.3 **Defense.** **Reserved** ***(see State Specific Exhibit for terms).***

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A6.4 **Insurance.** SUBCONTRACTOR FURTHER AGREES TO OBTAIN, MAINTAIN AND PAY FOR SUCH PROJECT-SPECIFIC INSURANCE AS WILL INSURE THE PROVISIONS OF THIS ARTICLE 6.

A6.5 **Remedies.** The defense and indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, any Subcontractor, or sub-subcontractors, under worker's compensation acts, disability benefit acts or other employee benefit acts. This defense and indemnification obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or defense which exist in this Subcontract or the Contract Documents or at law. Subcontractor's defense and indemnity obligations shall survive termination of this Subcontract and final payment. In the event of a claim against an Indemnitee, Contractor may, in its sole discretion, reserve, retain or apply any moneys owed to the Subcontractor for purpose of resolving such claim.

ARTICLE 7
CHANGES TO THE SUBCONTRACT WORK

A7.1 **Changes.** In accordance with the Contract Documents, the Contractor or its authorized representative shall have the right to order in writing the omission or addition of any parts of the Subcontract Work or materials. In the event of a change, a fair adjustment shall be made in the Subcontract Price for such omitted or added Subcontract Work and/or to the time for performance of the Subcontract Work by a written change order signed by Contractor. No extra Subcontract Work shall be allowed or changes made by the Subcontractor, or paid for by the Contractor, unless and until authorized by the Contractor or its authorized representative in writing before the Subcontract Work and/or changes are begun. Subcontractor shall give notice to the Contractor of all claims for extras, for extensions of time and for damage in accordance with the Contract Documents and within forty-eight (48) hours of becoming aware of said potential increase and prior to performing any change in the Subcontract Work. Subcontractor agrees and understands that payment for any such changes, or any extension of time, is expressly conditioned upon strict adherence to the provisions of this Article and Contractor being granted a change from the Owner.

A7.2 **Value of Change.**

A7.2.1 Lump Sum Change Order: Subcontractor shall submit supporting documentation for costs in such form and detail as required under the Contract Documents or as requested by Contractor within five (5) business days of Contractor's request. Contractor and Subcontractor shall attempt to agree in advance to the total lump sum cost of the Change in Work, which lump sum shall include all compensation to Subcontractor on account of labor, materials, overhead and profit.

A7.2.2 Time and Material Change Order: In the alternative, Contractor may direct Subcontractor to proceed with the change on a "time and material basis." If so directed by Contractor, compensation shall be based upon the Cost of the Work of the change plus Subcontractor's Fee. "Cost of the Work" if not defined in the Prime Contract shall be (a) reasonable cost of labor, including social security, unemployment insurance, and fringe benefits required by agreement or custom, Workers' Compensation Insurance and bond premiums (if any), (b) reasonable cost of materials, including sales tax and the cost of delivery, and (c) reasonable rental value of equipment and machinery obtained and used specifically for such changed work. All such time and material work shall be undertaken on an "open book" basis, and Contractor and its representatives and agents shall be entitled to copy and audit any and all of Subcontractor's records related to such work, including all

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time cards, purchase orders, invoices, cancelled checks and other records related to the Cost of the Work incurred and/or paid.

A7.3 **Proceeding with Subcontract Work**. Notwithstanding any disputes or disagreements over the changed Subcontract Work or over the sum of the equitable adjustments above, the Subcontractor nevertheless shall proceed promptly to perform and complete the Subcontract Work as changed.

A7.4 **Verbal Changes Ineffective.** If Subcontractor makes any changes in the Subcontract Work without written direction from Contractor, Subcontractor will not be paid for that changed Subcontract Work, even if it received verbal direction from Contractor or any form of direction, written or otherwise, from Owner or any other person or entity. In addition, Subcontractor shall be liable for any and all losses, costs, expenses (including attorneys' fees), damages or liability arising out of any such change it makes without written direction from Contractor.

ARTICLE 8
DISPUTE AVOIDANCE AND RESOLUTION

A8.1 **Cooperation.** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Contractor and Subcontractor each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to the Work.

A8.2 **Meeting of Field and Senior Representatives.** Contractor and Subcontractor will first attempt to resolve disputes or disagreements at the field level through discussions between Subcontractor's Authorized Representative and Contractor's representative. If the dispute or disagreement cannot be so resolved, Senior Representatives of Contractor and Subcontractor, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than fifteen (15) days after such a request is made, to attempt to resolve such dispute or disagreement. "Senior Representatives" shall mean the President, CFO, COO, Executive Vice President, or similar officer or executive who is not involved in day-to-day management of the Project. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

A8.3 **Contractor to Make Initial Decision on Disputes.** If the dispute or disagreement has not been resolved as a result of the meeting of the Senior Representatives, or if no meeting of the Senior Representatives occurs for any reason, Contractor shall initially decide the dispute or disagreement. Contractor shall reduce its decision to writing and furnish a copy thereof to Subcontractor. Contractor's decision shall be final and conclusive unless Subcontractor advises Contractor in writing within seven (7) business days of receiving the decision of the bases for its disagreement with the decision. Subcontractor agrees that if it does not contest the Contractor's decision within the time and in the manner required under this Section A8.3, Contractor's decision shall be final, binding, and conclusive and the Subcontractor shall be deemed to have waived any right to contest the decision. Contractor decisions properly contested by Subcontractor shall be resolved in accordance with Section A8.4.

A8.4 **Method of Dispute Resolution.** Claims and disputes between Contractor and Subcontractor shall be resolved as follows:

A8.4.1 All disputes between Contractor and Subcontractor that do not in any way involve the Owner, the Owner's design, the Architect, and/or other consultants of the Owner and/or Architect shall be resolved in a court of competent jurisdiction.

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A8.4.2 In the event any dispute or claim between Contractor and Subcontractor which directly or indirectly involves the Owner, the Owner's design, the Architect and/or other consultants of the Owner and/or Architect, or in the event of any dispute or claim between Contractor and Subcontractor caused by or arising out of conduct for which the Owner may be responsible, Subcontractor agrees to be bound to Contractor and Contractor agrees to be bound to Subcontractor to the same extent the Contractor is bound to Owner by the terms of the Prime Contract and by all procedures and resulting decisions, findings, determinations and/or awards made thereunder by the person or entity so authorized in the Prime Contract, or by an administrative agency, board, court of competent jurisdiction, or arbitration. The Contractor's good faith determination of whether any Subcontractor claim arises out of the Prime Contract is one for which the Owner may be responsible, shall be final and conclusive. If any dispute or claim of Subcontractor is prosecuted or defended by Contractor together with any of Contractor's disputes or claims, 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 the 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.

A8.4.3 Subcontractor agrees to be bound by the procedure and final determination as specified in the Prime Contract and, unless prohibited under applicable state statutes, agrees it will not take, or will stay or suspend, any other action with respect to such claims (including, but not limited to, actions commenced pursuant to Federal Miller Act, lien statutes or other state bond or retainage act) and will pursue no independent ligation with respect thereto, pending final determination of any resolution procedure between Owner and Contractor, which will be binding on Subcontractor. Subcontractor's timely presentation, cooperation, and participation in any determination of a dispute under the Prime Contract, including any and all appeals under the dispute provision(s) of the Prime Contract and Subcontractor's timely payment of its share of the claim pursuant costs 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 actions of or fault of the Owner, the Contractor shall not be liable to the Subcontractor for any greater amount than Owner is liable to Contractor, less any mark ups or costs incurred by the Contractor. As to any claims asserted by the Subcontractor for or on account of acts or omissions of the Owner, or its agents or design professionals, at the sole option of Contractor, Subcontractor agrees to prosecute such claims in Contractor's name. Subcontractor shall have full responsibility for the preparation and presentation of such claims and shall bear all expense thereof, including attorneys' fees.

A8.5 **Joinder in Related Proceedings.** In the event Contractor is involved in a separate arbitration, litigation, mediation or other legal proceeding in which any aspect of the Subcontractor's Work or entitlement to payment is at issue, or questions of law or fact common to the Subcontractor's performance under the Subcontract are involved; or, if complete relief cannot be afforded in such proceeding without the Subcontractor's participation therein, Subcontractor hereby consents, upon written demand by Contractor, to its consolidation or joinder in that proceeding to the applicability of any rules or procedures applicable to such proceeding; and hereby waives any objections to the location or forum in which the proceeding is pending. In the event Subcontractor has initiated litigation against Contractor at the time Contractor's demand for consolidation or joinder is received, and that proceeding cannot be consolidated with the proceeding in which the Contractor is involved, Subcontractor agrees to dismiss or, in the event dismissal would prejudice Subcontractor's rights, stay the litigation.

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A8.6 **Governing Law, Jurisdiction and Venue.** This Subcontract shall be governed by and construed in accordance with the laws of the state where the Project is located. Subject to Section A8.4, for any action or proceeding involving claims and disputes between Contractor and Subcontractor arising out of or in connection with the Subcontract or the Work, Contractor and Subcontractor expressly and unconditionally: (a) agree that the venue for litigation shall be at the place where the Project is located; and (b) waive the right to a trial by jury in the action or proceeding.

A8.7 **Continued Performance Required.** Subcontractor acknowledges the importance of performing and completing the Work and its other obligations under the Subcontract in a timely manner. Subcontractor agrees that its rights in connection with any claim or dispute with Contractor in connection with the Subcontract shall be determined as provided in this Article 8 or elsewhere in the Contract Documents, and that it shall not be entitled to suspend or otherwise delay its performance and completion of the Subcontract Work or the performance of its other obligations under the Subcontract based on any alleged breach by Contractor or claim or dispute between the parties, regardless of whether such breach, claim or dispute is the subject of dispute resolution between Contractor and Subcontractor.

ARTICLE 9
ELECTRONIC FILE SHARING

A9.1 **Electronic File Sharing.** AIA Document E201 – 2007 Digital Data Protocol Exhibit is incorporated into this Agreement.

ARTICLE 10
BONDS

If payment and performance bonds are required under the Subcontract, and are not furnished with this Contract, Contractor may, at any time prior to or during performance of this Subcontract, demand that Subcontractor obtain and furnish payment and performance bonds in the full amount of this Subcontract underwritten by a surety or sureties satisfactory to Contractor and authorized to do business in the state in which the Project is located. Subcontractor shall notify Contractor of the bond premium and pay such amount directly. Contractor shall reimburse Subcontractor for the commercially reasonable cost of the bond premium. Subcontractor's failure to deliver satisfactory bonds or renewals thereof within ten (10) calendar days after demand may be deemed a material breach of this Subcontract.

ARTICLE 11
OTHER PROVISIONS

A11.1 **Rights Cumulative.** All of Contractor's remedies herein are cumulative and in addition to all other remedies at law or in equity.

A11.2 **Entire Agreement.** This Subcontract comprises the entire agreement between the parties hereto and is effective on the date set forth above. No other agreement, representation or understanding concerning the same has been made and no oral statement, understanding or agreement shall affect the terms hereof.

A11.3 **Severability.** To the best knowledge and belief of the parties, this Subcontract contains no provision that is contrary to federal or state law, ruling or regulation. However, if any provision of this Subcontract shall conflict with any such law, ruling or regulation, then such provision shall continue in effect only to the extent permissible. In the event any provision is thus inoperative, the remaining provisions shall, nevertheless, remain in full force and effect.

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A11.4 **Successors.** This Subcontract shall be binding on and inure to the benefit of the heirs, successors and assigns of the parties hereto.

A11.5 **Non-Waiver.** This Subcontract may not be changed or amended, and no provision may be waived by Contractor except in writing signed by Contractor's authorized officers or agents. If Contractor does not insist in any instance upon strict compliance with any of the provisions of this Subcontract, or exercise any options provided, this shall not be construed as a waiver of its right to thereafter require such compliance or to exercise such option.

A11.6 **Notice.** Any notice required to be given by the terms and provisions of the Subcontract or any laws, or which either party may desire to give hereunder, either by Contractor or Subcontractor, shall be in writing and shall be personally delivered, forwarded by registered or certified mail (return receipt requested), sent by overnight delivery service, or by facsimile, and shall be addressed to the representatives as described above at the address stated on the first page of this Subcontract. Either party may change the address to which any notice referred to herein is to be sent by giving written notice of such change of address to the other party in the manner provided above. Notice personally delivered, sent by overnight delivery service, or sent by facsimile shall be effective on the date of delivery. Notice given by certified mail shall be effective as of the earlier of (i) date of receipt, or (ii) three days after mailing, properly addressed and postage prepaid.

A11.7 **Infringement.** The Subcontractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patent, trademark or copyright arising out of the Subcontract Work.

A11.8 **Assignment and Subletting**. This Subcontract shall not be assignable without the prior written consent of Contractor, nor shall the whole or any part of this Subcontract be sublet without prior written consent. Any such assignment or subletting without prior written consent shall be void and of no effect and shall vest no right or right of action in the assignee or Subcontractor against Contractor.

A11.9 **Sexual Harassment.** Subcontractor shall implement a policy and procedures to prohibit sexual harassment by any employee, subcontractor, or agent. Any instance of such conduct will be subject to timely and appropriate action by Contractor, including, but not limited to, immediate termination of the Subcontract.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:

a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment, public accommodations or public services, education, or housing;

b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, public accommodations or public services, education, or housing; or,

c. that conduct, or communication has the purpose or effect of substantially interfering with an individual's employment, public accommodations or public services, education, or housing, or creating an intimidating, hostile or offensive employment, public accommodations, public services, educational or housing environment.

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The prohibition extends to all persons at the Project Site and includes conduct or communications to pedestrians or drivers using sidewalks or streets near the Project Site, as well as persons employed in nearby businesses.

A11.10 **Drug and Alcohol Testing.** Contractor shall be permitted to perform drug/alcohol testing of subcontractors, their employees, and agents, to meet legal or owner requirements or pursuant to the Contractor's adopted written drug and alcohol testing policy including, but not limited to, reasonable suspicion testing following an accident or injury. Copies of the Contractor's drug and alcohol testing policy are on file with the Contractor and are incorporated by reference and made a part of this Agreement. Possessing or consuming alcoholic beverages, illegal or unauthorized drugs or controlled substances while performing on the Project Site (including offices, parking lots, all work locations, desks, lockers, living areas, restrooms, break rooms and any motor vehicle, vessel or aircraft engaged in business in behalf of the Contractor) is strictly prohibited. Contractor prohibits all employees and subcontractors and their employees and agents from reporting to work while under the influence of illegal or unauthorized drugs or alcohol regardless of when or where the substance entered the person's system.

A11.11 **Hazardous Waste Materials**. The Municipal, State and Federal Pollution Control Agencies have published a list of materials that are designated hazardous. If Subcontractor intends to use any of these materials on this project, they must be used in accordance with applicable regulations. Said materials and containers must be removed from the site when Subcontract Work has been completed. HAZARDOUS MATERIALS AND CONTAINERS MUST NOT BE DISPOSED OF IN THE JOB DUMPSTERS. Subcontractor shall notify all job personnel of this requirement. To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, other Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Subcontract Work in the affected area if in fact the material or substance presents the risk of bodily injury or death, and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

In the event the Subcontractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCBs), or other hazardous materials, the Subcontractor shall stop work in the area affected and immediately report the condition to the Contractor in writing, with a copy of the report for the Owner and the Architect. Work in the area affected shall resume promptly after the Owner or qualified contractors retained by the Owner have certified that the hazardous materials have been removed or rendered harmless by proper enclosure or other appropriate techniques.

A11.12 **Concealed Weapons.** Contractor prohibits all employees and subcontractors and their employees or agents from carrying or possessing firearms while acting in the course and scope of employment. Violation of this policy may result in termination of the Subcontractor.

A11.13 **Advertising.** No advertising signs will be allowed on the jobsite.

A11.14 **Photographs.** No photographs, videos, CDs, multimedia, or images of any kind are allowed to be taken without the express written permission of the Job Superintendent.

A11.15 **Helmets, Safety Glasses, and Gloves**. Helmets and ANSI-approved safety glasses must be worn at all times by everyone, including Contractor's and subcontractors' personnel and visitors, when working on or visiting the jobsites in accordance with McGough's Health and Safety Program.

A minimum of Class C Type II Helmet is required on all McGough projects. The helmets must meet ANSI Z89 (Type II) performance standards 4.2.1.2 (front energy absorption), 4.2.1.3 (side energy absorption), 4.2.1.4 (rear energy absorption), 4.2.3 (retention system strength), and 4.2.4 (retention system effectiveness).

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Workers engaged in electrical work, including but not limited to electricians, lineworkers, and maintenance technicians, must wear ANSI Z89 Class E Type II helmets to protect the potential risk of electrical hazards. Workers who may be exposed to chemical hazards are required to wear Class E Type II helmets.

Contractors', vendors', and subcontractors' workers must use the appropriate gloves for their assigned tasks and the specific hazards encountered. A minimum level of A3 cut-resistance gloves are required for all workers. Visitors not performing work, such as owner representatives or tour groups, are not required to wear gloves.

A11.16 **Cranes and Hoisting.** Subcontractor shall comply with the OSHA Crane Standard (29 CFR Part 1926, Cranes and Derricks in Construction; Final Rule) and shall provide Contractor with documented evidence that demonstrates that these requirements are in compliance with the OSHA standard for all operators and riggers. All crane operators will provide proof of certification by a nationally recognized and accredited certification program as required by the National Commission for the Certification of Crane Operators (NCCCO).

A11.17 **Fall Protection.** The Subcontractor shall comply with six (6) foot fall protection policy. This applies to all leading edge work activities.

A11.18 **Smoking.** No smoking will be allowed on this jobsite or its surrounding grounds unless otherwise specified by the Job Superintendent.

A11.19 **Neutral Interpretation.** The parties expressly agree that both parties have had the opportunity to negotiate and to obtain assistance of counsel in reviewing this Agreement prior to execution. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

A11.20 **Counterparts.** This Subcontract may be executed by the Contractor and Subcontractor separately in counterparts which, taken together, shall constitute an original. This subcontract may be executed by facsimile, email, or electronic signatures, which shall be deemed to have the same force and effect as an original signature. Whenever this Subcontract is executed in this manner, no changes, alterations, or modifications shall be accepted and both parties agree that the original version of this Subcontract is the only version that is binding.

[END OF DOCUMENT]

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McGOUGH

EXHIBIT B
MCGOUGH STANDARD INSURANCE REQUIREMENTS

PLEASE SUBMIT YOUR CERTIFICATE OF INSURANCE ELECTRONICALLY

PLEASE REFERENCE THE COVER LETTER FOR JOB NUMBER AND JOB NAME TO INCLUDE AND SEND TO THE PROJECT COORDINATOR LISTED*

B1. **Insurance.** Prior to commencing any Subcontract Work hereunder, the Subcontractor shall procure, maintain, and pay for insurance of the type and with the minimum coverage and limits of liability of the greater of the coverage and limits (i) specified below, (ii) specified in the Contract Documents for subcontractors, or (iii) required by law.

Workers' Compensation	Statutory Limits
Employers' Liability*, including "Stop Gap" coverage and USL&H if applicable	$1,000,000 each accident $1,000,000 disease-policy limit $1,000,000 disease-each employee
Commercial General Liability*	$1,000,000 each occurrence $1,000,000 personal and advertising injury (per offense) $2,000,000 products/completed operations aggregate $2,000,000 general aggregate (applies per project)
Commercial Automobile Liability*	$1,000,000 any one accident or loss
Contractor's Pollution Liability, including Coverage for mold (if required pursuant to B6 below)	$1,000,000 each claim or occurrence $2,000,000 annual aggregate
Professional Liability (Errors & Omissions) (If required pursuant to B7 below)	$1,000,000 each claim $2,000,000 annual aggregate
Pollution (Environmental) Liability Insurance (If required pursuant to B8 below)	$2,000,000 per loss for hazardous waste $2,000,000 annual aggregate for hazardous waste $2,000,000 per incident all other waste $2,000,000 annual aggregate all other waste
Excess **/** Umbrella Liability	$5,000,000 each occurrence

*Any combination of higher primary limits and lower umbrella limits is permissible so long as the sum of the primary and umbrella limits held by Subcontractor is equal to the sum of the primary and Excess / Umbrella Liability limits listed above.

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B2. **Workers Compensation Insurance.** The Workers Compensation policy shall cover all Subcontractor's Jobsite employees and co-employees and, unless prohibited under applicable state statutes, include a waiver of subrogation in favor of Contractor and Owner executed on ISO Endorsement Form No. WC 420304 (Texas Only) or ISO Endorsement Form No. WC 000313 (all other states). Workers Compensation insurance is required, and no alternative forms of insurance shall be permitted.

B3. **Commercial General Liability Insurance.** Commercial General Liability insurance required under this Subcontract shall be on ISO Form CG 00 01 or its equivalent and include coverage for liability arising from premises, operations, independent contractors, products-completed operations including construction defect, contractual liability, personal injury, and advertising injury. There shall be no limitations or exclusions of coverage beyond those contained in the standard coverage form. To the extent that Subcontractor's Commercial General Liability insurance is subject to aggregate limits, policies shall be endorsed so as to apply such aggregate limits separately to the Project.

B4. **Commercial Automobile Liability Insurance.** Commercial Automobile Liability insurance required under this Subcontract shall be on ISO Form CA 00 01, or its equivalent and shall provide coverage for liability for bodily injury and property damage arising from the use or operation of any auto including those owned, hired, non-owned and otherwise operated or used by or on behalf of Subcontractor.

B5. **Excess / Umbrella Liability Insurance.** Excess / Umbrella Liability insurance required under this Subcontract shall follow the form of the Commercial General Liability insurance, Commercial Automobile Liability insurance, and Workers' Compensation Employers' Liability insurance as required in the Subcontract. To the extent that Subcontractor's Excess / Umbrella Liability insurance is subject to aggregate limits, policies shall be endorsed so as to apply such aggregate limits separately to the Project.

B6. **Contractor's Pollution Liability Insurance**. Contractor's Pollution Liability insurance is required if the Subcontractor's scope of work includes any of the following services: building enclosure systems (including but not limited to: foundations, roofing/flashing, moisture/vapor barriers, exterior windows, curtain wall/storefront, stucco/plaster/EIFS, exterior masonry, exterior rough carpentry, exterior wall panels, exterior caulking, waterproofing), drywall, insulation, fireproofing, MEP trades (including but not limited to: heating, ventilating, air conditioning systems and controls, electrical, plumbing, sprinklers/fire protections), excavating and intrusive site-work (including but not limited to: earthwork/excavation, underground utilities, Geo piers/caissons/piling) and abatement work.

Contractor's Pollution Liability insurance required under this Subcontract shall include coverage for bodily injury, property damage and environmental damage, including clean-up costs, resulting from pollution conditions that arise from the Subcontractor's scope of services (ongoing and completed). Such coverage shall include affirmative coverage for mold/fungus and transportation and shall cover costs, charges and expenses incurred in the investigation, settlement, or defense of claims. If Subcontractor's scope of services includes disposal of waste or hazardous materials off-site, coverage shall extend to the disposal, treatment and/or storage site(s) utilized.

Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement date of this Subcontract, and coverage is continuously maintained during all periods in which Subcontractor performs Subcontract Work, and for a period of five (5) years after Subcontractor completes its Subcontract Work, or such longer period as the Contract Documents may require.

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B7. **Professional Liability Insurance**. If Subcontractor's scope of services includes any design, architectural, engineering, professional consulting, construction management, surveying or other professional services, Professional Liability insurance covering claims arising from acts, errors or omissions in the performance or non-performance of such services is required.

Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement date of this Subcontract, and coverage is continuously maintained during all periods in which Subcontractor performs Subcontract Work, and for a period of five (5) years after Subcontractor completes its Subcontract Work, or such longer period as the Contract Documents may require. If Subcontractor's scope of work includes environmental engineering or consulting, the terms of coverage shall contemplate such environmental professional services and shall not contain a pollution exclusion.

B8. **Pollution (Environmental) Liability Insurance**. If Subcontractor's scope of services includes disposal of waste or hazardous materials off-site, the Subcontractor shall obtain a certificate of insurance evidencing Pollution (Environmental) Liability insurance from the disposal site operator which shall meet all statutory and regulatory limit requirements. Coverage shall include bodily injury, property damage and environmental damage, including clean-up costs, resulting from pollution conditions on, at or emanating from disposal site, treatment or storage facility accepting waste including costs, charges and expenses incurred in the investigation, settlement, or defense of claims.

Claims-made coverage is permitted, provided coverage is continuously maintained for a period of five (5) years after Subcontractor completes its Subcontract Work, or such longer period as the Contract Documents may require.

B9. **Watercraft Liability Insurance**. Watercraft Liability insurance is required if watercraft of any kind is used by Subcontractor on the Project. Watercraft liability insurance must cover: (i) bodily injury; (ii) property damage; and (iii) passenger liability, and meet the following requirements:

a. Limit of Liability: Combined Single Limit (Bodily Injury and Property Damage), $1,000,000 each occurrence;
b. Protection and Indemnity Insurance to include Jones Act crew coverage (or at least Maritime Employer's Liability: MEL), collision, tower's liability, and wreck removal coverage, on a form providing coverage no less extensive than that afforded in the P & I SP-23 form (revised 1/56), including a pollution buy-back endorsement.

B10. **Aircraft Liability Insurance**. Aircraft Liability insurance is required if aircraft of any kind is used by Subcontractor on the Project. Aircraft liability insurance must cover: (i) bodily injury; (ii) property damage; and (iii) passenger liability, and meet the following requirements:

a. Limit of Liability: Combined Single Limit (Bodily Injury and Property Damage and Passenger Liability), including hull physical damage insurance for the full replacement cost of each aircraft used in the work. Such Aircraft Liability and Hull Coverage shall include a waiver of subrogation against Contractor and all others required by this Agreement to be additional insured. $10,000,000 per occurrence.

B11. **Property and Equipment Insurance**. Subcontractor's property and equipment insurance required under this Subcontract shall insure against loss or damage to all Subcontractor owned, leased, or borrowed tools, construction equipment, mobile equipment, protective fencing, property of Subcontractor employees and other similar property owned, leased, or borrowed by the Subcontractor. Subcontractor

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shall be responsible for any deductible or uninsured loss on this policy. Subcontractor shall require its subcontractors and sub-contractors to insure their owned or leased equipment in the same manner.

B12. Additional Insurance Provisions:

B12.1 Additional Insured Requirements. The Subcontractor shall endorse the Commercial General Liability, Commercial Automobile Liability, Excess / Umbrella Liability and Contractor's Pollution Liability (if coverage is required pursuant to B6) policies to add the Contractor, its officers, directors, and employees, the Owner, and all other persons required in the Contract Documents, as additional insureds with respect to liability arising out of operations performed or completed for the Contractor and the Owner by the Subcontractor. The additional insured endorsements to Subcontractor's Commercial General Liability policy shall be on ISO Form CG 20 10 07 04 (ongoing operations) and CG 20 37 07 04 (products-completed operations) or their equivalent. The additional insured endorsements to Subcontractor's Automobile Liability insurance shall be on ISO Form CA 20 48, or its equivalent. The Excess / Umbrella Liability insurance shall follow form the treatment of the additional insured under the Commercial General Liability and Commercial Automobile Liability policies. Additional insured coverage under the Contractor's Pollution Liability (if coverage is required pursuant to B5) shall apply to both ongoing and completed operations.

Additional insured coverage afforded by Subcontractor's Commercial General Liability, Automobile Liability, Excess / Umbrella Liability and Contractor's Pollution Liability insurance shall be **primary and non-contributing** with respect to any insurance or self-insurance available to Contractor or Owner. Any other insurance or self-insurance maintained by Contractor or Owner, or any additional insured coverage provided by Contractor pursuant to the Contract Documents, shall be excess of, and non-contributory with, the coverage afforded by Subcontractor's Commercial General Liability, Automobile Liability, Excess / Umbrella Liability and Contractor's Pollution Liability insurance, if any.

B12.2 Duration of Insurance. All insurance required pursuant to this Subcontract shall be in force prior to the commencement date of this Subcontract, shall be maintained for the duration of the Project, and Subcontractor agrees to continue to procure and maintain the products-completed operations liability insurance coverage for a minimum of five (5) years after the date the Subcontract Work is substantially complete. All terms and conditions of coverage shall be maintained during this completed operations period, including the required coverage limits and the requirement to provide Contractor and Owner with coverage as an additional insured for completed operations.

B12.3 Property Insurance Waiver of Subrogation. To the extent of coverage afforded by builder's risk or any other first party property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of the Subcontractor, the Contractor, the Owner or their respective subcontractors and agents, the Contractor and the Subcontractor agree to waive all rights against (a) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (b) the Architect and Architect's consultants, (c) and Owner and Owner's separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents or employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such first party insurance, except such rights as they may have to the proceeds of such insurance. The Contractor and Subcontractor shall require similar written waivers in favor of the individuals and entities identified above from their respective

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consultants and sub-consultants. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

B12.4 **General Waiver of Subrogation.** Subcontractor agrees to waive all rights of subrogation against the Contractor, Owner and Architect, and shall cause each of its subcontractors to waive all rights of subrogation against the Contractor, Owner and Architect, their agents, and employees, as respects loss, damage, claims, suits, or demands, howsoever caused:

a. To real or personal property, vehicles, equipment, tools, etc. owned, leased, or used by Subcontractor or Subcontractor's employees, agents, or sub-subcontractors; and
b. To the extent such loss, damage, claims, suits, or demands are, or should be, afforded coverage by the Subcontractor's required or any other insurance maintained by the Subcontractor. This waiver shall apply to all first party property, equipment, vehicle, and workers' compensation claims (unless prohibited under applicable state statutes), and all third-party liability claims. This waiver shall apply to all deductibles, retentions, or self-insured layers applicable to the required or any other insurance maintained by the Subcontractor. If necessary, Subcontractor agrees to endorse the required insurance policies to permit waivers of subrogation in favor of Contractor, Owner, and Architect as required hereunder. Subcontractor further agrees to hold harmless and indemnify Contractor, Owner, and Architect for any loss or expense incurred as a result of Subcontractor's failure to obtain such waivers of subrogation from the insurers.

B12.5 **Insurance Deductible and Self-insured Retentions Liability.** The Subcontractor shall be solely responsible for funding deductibles and self-insured retentions maintained by Subcontractor, including any amounts applicable to deductibles or self-insured retentions applicable to claims involving the Contractor or Owner as an additional insured. Any self-insured retention in excess of $50,000 must be declared and approved by Contractor.

B12.6 **Primary/Non-Contributing.** Subcontractor's required insurance coverage shall be primary insurance, and any insurance or self-insurance maintained by the Contractor or Owner shall be excess of and non-contributory with Subcontractor's insurance.

B12.7 **Severability of Interest.** Except with respect to the limits of insurance, Subcontractor's required insurance shall apply separately to each insured or additional insured.

B12.8 **Rating of Insurance Provider.** The Subcontractor shall maintain in effect all insurance coverage required under this Subcontract, or by the other Contract Documents, at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor, with a current A.M. Best Company Rating of not less than A- VII or better and authorized to transact business in the state where the Work will be performed by Subcontractor.

B12.9 **Notice of Cancellation and Modification.** All insurance policies shall contain a provision that coverage afforded thereunder shall not be cancelled without thirty (30) days' prior written notice to the Contractor and to each additional insured to whom a certificate of insurance has been issued; provided, however, that a ten (10) day prior notice requirement may apply in the event of cancellation due to nonpayment of premium. In addition, Subcontractor shall also

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provide to Contractor a copy of any notices of cancellation or modification of any insurance policies within ten (10) days of receipt.

B12.10 Verification of Coverage. Certificates of insurance for all policies required by this Subcontract (including copies of all additional insured endorsements) shall be filed with the Contractor prior to the start of the Subcontract Work. Such Certificates of Insurance shall be in a form acceptable to the Contractor, shall specifically designate the name of the project for which the certificate is required, and shall provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including evidence that the Contractor, the Owner, and the other persons required by the Contract Documents have been added as additional insureds.

Certified copies of policies, including all policy endorsements, shall be furnished by Subcontractor within 15 days of written request by General Contractor.

The certificate(s) of insurance shall be subject to approval by Contractor, but failure of Contractor to request such certificate or other evidence of Subcontractor compliance with insurance requirements, or failure of General Contractor to identify deficiencies from evidence that is provided, shall in no way limit or relieve Subcontractor of its obligations to maintain such insurance.

B12.11 No Representation of Coverage Adequacy. In specifying minimum Subcontractor insurance requirements, Contractor does not represent that such insurance is adequate to protect Subcontractor for loss, damage, or liability arising from its Work. Subcontractor is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

The insurance requirements set forth in minimum amounts shall not be construed to relieve Subcontractor of liability in excess of such coverage, nor shall it preclude Contractor from taking such other actions as is available to it under any other provision of the Subcontract. To the extent Subcontractor maintains insurance greater than these minimum requirements, Subcontractor agrees that such insurance shall be applicable to any of Subcontractor's liability obligations hereunder.

Any acceptance of certificates of insurance by Contractor shall in no way limit or relieve Subcontractor of its duties and responsibilities under this Subcontract, including the duty to indemnify and hold harmless Contractor.

The Contractor does not represent that any builder's risk or property insurance applicable to the Subcontract Work, if any, is adequate to protect the interests of the Subcontractor. It shall be the obligation of the Subcontractor to determine whether such insurance is in effect and provides adequate protection for its insurable interests, or whether the Subcontractor should purchase and maintain supplementary property insurance that it deems necessary to protect its interests in the Subcontract Work.

B12.12 Failure to Provide Insurance. Failure of Subcontractor to maintain the required insurance shall constitute a default under this Subcontract and, at Contractors option, shall allow Contractor to terminate this Subcontract for cause, withhold payment, and/or obtain such insurance and back charge all costs for such insurance to the Subcontractor.

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EXHIBIT C
AIA Document E201™ - 2007
Digital Data Protocol

This Digital Data Protocol is incorporated into the accompanying agreement attached or the previously executed Master General Conditions Agreement (the "Agreement") between McGough Construction Co., LLC (the "Contractor") and Subcontractor for each specified Project.

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 TRANSMISSION OF DIGITAL DATA

3 PROJECT PROTOCOL TABLE

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit establishes the terms and conditions the parties agree to follow with respect to the transmission or exchange of Digital Data for this Project.

§ 1.1.1 The parties agree to incorporate this Exhibit by reference into any other agreement for services or construction for the Project.

§ 1.1.2 Signatures may be made by electronic methods to the fullest extent permitted by applicable law.

§ 1.2 DEFINITIONS

§ 1.2.1 Digital Data. Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

§ 1.2.2 Confidential Information. Confidential Information is defined as Digital Data that the Contractor has designated as confidential and clearly marked with an indication such as "Confidential" or "Business Proprietary."

§ 1.2.3 Written or In Writing. In addition to any definition in the Agreement to which this Exhibit is attached, "written" or "in writing" shall mean any communication, including without limitation a notice, consent, or interpretation, prepared, and sent to an address provided in this Exhibit using a transmission method set forth in this Exhibit that permits the recipient to print or store the communication. Communications transmitted electronically are presumed received if sent in conformance with this Section 1.2.3.

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Contractor to Subcontractor that the Contractor (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.2 Subcontractor agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to (1) its employees, (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

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§ 2.3 The Contractor does not convey any right in the Digital Data or in the software used to generate the data. Subcontractor may not use the Digital Data unless permission to do so is provided in the Agreement, in other documents incorporated by reference into the Agreement, such as the general conditions of the contract for construction, or in a separate license.

§ 2.4 Unless otherwise granted in a separate license, Subcontractor's use, modification, or further transmission of the Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project, and nothing contained in this Exhibit conveys any other right to use the Digital Data for another purpose.

§ 2.5 To the fullest extent permitted by law, Subcontractor shall indemnify and defend the Contractor from and against all claims arising from or related to Subcontractor's **use or transmission of said files**, modifications to, or unlicensed use of, the Digital Data.

§ 2.6 **In transmitting or using the Digital Data, Contractor makes no guarantee or representation as to the accuracy, suitability, sufficiency, or completeness of information provided, regardless of its data format, methods of transmission or permitted uses. The transfer of the Digital Data is not and shall not be deemed a sale. Contractor makes no warranties, either express or implied, including warranties of merchantability or fitness for any particular purpose.**

§ 2.7 **The Digital Data and the information contained therein are furnished by and accepted by Subcontractor "AS IS," "WITH ALL FAULTS," and without any warranty whatsoever. All other warranties of merchantability, fitness for any particular purpose, title and/or non-infringement are specifically excluded and disclaimed. Contractor does not warrant that the Digital Data or the information contained therein will meet Subcontractor's requirements or that the operation of such files will be uninterrupted or error free. The entire risk as to the quality, suitability, completeness, performance, accuracy, and effort of the Digital Data and the information contained therein is with Subcontractor.**

§ 2.8 **Subcontractor acknowledges that the true and accurate record of the drawings for the Project is the most recent issued signed or sealed printed hard copy of the drawings and not the requested Digital Data. Differences may exist between the Digital Data and corresponding hard copy drawings. In the event that a conflict arises between hard copy drawings and the Digital Data, the hard copy drawings shall govern, and the undersigned assumes responsibility for determining whether a conflict exists.**

ARTICLE 3 PROJECT PROTOCOL TABLE

§ 3.1 **The table below illustrates the preferred flow of activity when transmitting or using Digital Data on the Project.** The parties agree to comply with the data formats, transmission methods and permitted uses set forth in the Project Protocol Table below when transmitting or using Digital Data on the Project. **In the event that a difficulty exists that prevents compliance with this table, then notification is required in writing by Subcontractor to Contractor.**

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(Complete the Project Protocol Table by entering information in the spaces below. Adapt the table to the needs of the Project by adding, deleting, or modifying the listed Digital Data as necessary. Use Section 3.2 Project Protocol Table Definitions to define abbreviations placed, and to record notes indicated, in the Project Protocol Table.)

	Digital Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes
§3.1.1	**Project Agreements and Modifications**						
§3.1.2	**Project Communications**						
	General Communications						
	Meeting Notices						
	Agendas						
	Minutes						
	Requests for Information						
	Other:						
§3.1.3	**Architect's Pre-Construction Submittals**						
	Schematic Design Documents						
	Design Development Documents						
	Construction Documents						
§3.1.4	**Architect's Drawings and Specifications**						
	Contract Documents						
	Drawings						
	Specifications						
	Addenda						
	Other:						
§3.1.5	**Contractor's Submittals**						
	Product Data						
	Submitted by Contractor						
	Returned by Architect						
	Shop Drawings						
	Submitted by Contractor						
	Returned by Architect						
	Other Submittals:						
§3.1.6	**Subcontractor's Submittals**						
	Product Data						
	Submitted by Subcontractor						
	Returned by Contractor						
	Shop Drawings						
	Submitted by Subcontractor						
	Returned by Contractor						
	Other Submittals:						
	3D Model						
	Submitted by Sub/Fabricator	N,C,D,I	S,F	EX	C	C,I	
	Other Submittals						
	MEP Issues Log	P	C,S	EMA	A	V	
§3.1.7	**Modifications**						
	Architect's Supplemental Instructions						
	Requests for Proposal						
	Proposal						
	Modification Communications						
§3.1.8	**Project Payment Documents**						
§3.1.9	**Notices and Claims**						
	Other:						
§3.1.10	**Closeout Documents**						
	Record Documents						
	3D As-Builts	N,R,C	S	EX, CD, FD	C	O	

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§ 3.2 PROJECT PROTOCOL TABLE DEFINITIONS

(Below are suggested abbreviations and definitions. Delete, modify, or add as necessary.)

Data Format:

O	Microsoft Outlook
W	.doc, Microsoft® Word
E	.xls, Microsoft® Excel
P	.pdf, Adobe Acrobat Standard
N	.new, Autodesk Navisworks (working file)
F	.nwf, Autodesk Navisworks (coordination file)
C	any one or more file format supported by Navisworks *(see Note 1)*
D	.dwg, Autodesk AutoCAD *(Export to AutoCAD – no proxy graphics, no enablers needed)*
R	.rvt, Autodesk Revit
I	.ifc, Information File Classes format
H	.html Autodesk Constructware

Transmitting Party:

O	Owner
A	Architect
C	Contractor
S	Subcontractor
F	Fabricator

Transmission Method:

EM	Via e-mail
EMA	As an attachment to an e-mail transmission
CD	Delivered via Compact Disk
PS	Posted to Project Web site
EX	Posted to McGough Extranet – File Transfer *(Box)*
FTP	FTP transfer to receiving FTP server *(Architects, SharePoint, etc.)*
FD	Flash drive

Receiving Party:

O	Owner
A	Architects
C	Contractor
S	Subcontractor
F	Fabricator

Permitted Uses:

(Receiving Party's permitted use(s) of Digital Data)

S	Store and view only
R	Reproduce and distribute
I	Integrate *(incorporate additional digital data without modifying data received)*
M	Modify as required to fulfill obligations for the Project
V	Review and Advise
A	Approval
C	Trade Coordination
O	Owner Turnover

Notes:

(List by number shown on table.)

1. *File types supported by Navisworks 2011*

.nwd	.nwf	.nwc	.ipt
.iam.	Ipj	dwg,	.dxf
.man	.cv7	.dgn	.prp
.prw	.jt	.3ds	.prj
.dri	.sat	.sab	.x_b
.stp	.rvm	.dwf	.skp
.fbx	.stp	.step	.ifc
.stl	.igs	.iges	.wrl
.wr			

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Exhibit D
STATE SPECIFIC GENERAL CONDITIONS TO THE SUBCONTRACT GENERAL CONDITIONS
(Labor & Materials - Minnesota)

Incorporation of Terms: *Each and all of the provisions of this Exhibit are hereby incorporated into the Subcontract, so that each and all of such provisions shall constitute a part of the Subcontract. In the event of any conflict or inconsistency between the provisions of this Exhibit, on the one hand, and the provisions of the Subcontract, on the other hand, the provisions of this Exhibit shall be controlling.*

A3.12 **Safety.** The prevention of accidents arising out of Subcontract Work is the Subcontractor's responsibility, even if Contractor establishes a safety program for the entire Project. The construction work zone is a safety sensitive zone, meaning that anyone in the work zone who is impaired by drug, alcohol, or cannabis usage would threaten the health or safety of any person. Subcontractor shall establish a safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Contractor and Owner, including, but not limited to, requirements imposed by the Contract Documents. Subcontractor's personnel shall also attend all safety meetings requested by Contractor. The Subcontractor shall be solely responsible for and shall take all reasonable precautions for the safety of and shall provide reasonable protection to prevent damage, injury or loss to its employees and all other persons who may be affected thereby. Subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project and shall stop any part of the Subcontract Work which Contractor deems unsafe until corrective measures satisfactory to Contractor shall have been taken. Contractor's failure to stop Subcontractor's unsafe practices shall not relieve Subcontractor of the responsibility therefor. Subcontractor shall orally notify Contractor immediately following any accident and confirm the notice in writing within twenty-four (24) hours after the accident. A detailed written report shall be furnished if requested by the Contractor. Subcontractor shall indemnify Contractor for fines, damages or expenses incurred by the Contractor because of the Subcontractor's failure to comply with safety requirements.

A5.1 **Applications for Payment**. By the twenty-fifth (25th) day of each month, the Subcontractor shall submit to Contractor a written application for payment ("**Application for Payment**") in approved form showing the proportion of the Subcontract Work performed and completed as projected through the end of the month from which shall be deducted: (a) Retainage; (b) all previous payments; (c) all charges for materials and services furnished by Contractor to the Subcontractor; and (d) any other retention, charges or deductions provided for in the Contract Documents or Subcontract. If an Application for Payment is received by Contractor after the twenty-fifth (25th) day of the month, Contractor need not submit it to the Owner for approval until the following payment request. Sales and Use Taxes shall be listed separately on each Application for Payment.

The approved form for the Application for Payment shall be the AIA Documents G702 and G703 or other similar forms accepted by Contractor. On the standard form for each Certificate for Payment, form G702, the Subcontractor shall certify that all bills and/or sub-subcontractors have been paid for which previous Certificates for Payment have been issued and upon which payment has been made. Subcontractor shall provide lien waivers in the form acceptable to Owner and Contractor for itself, sub-subcontractors, and suppliers for the previous payment application before the Subcontractor has earned or has the right to receive any subsequent payment. A Schedule of Values, form G703, when submitted shall allocate the entire Subcontract Price to the various portions of the Subcontract Work. Each portion of the Subcontract

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Work shall identify by name the entity performing the Subcontract Work. If performed by a sub-subcontractor or supplier, the entire value of the amount to be paid shall be listed at the Subcontract Price for that portion of the Subcontract Work. Updates to the Schedule of Values shall be provided with each Application for Payment. Contractor shall be entitled to rely on the accuracy of the information furnished by Subcontractor and shall not be deemed to have made an examination or verification of the information submitted. If requested by Contractor, Subcontractor shall furnish the necessary supporting data or documentation for verification purposes.

A5.2 **Progress Payments**. Monthly progress payments in approved amounts shall be made to the Subcontractor within ten (10) days after Contractor's receipt of payment from the Owner. Subcontractor shall pay its subcontractors and suppliers within ten (10) business days after receipt of payment from Contractor. Subcontractor shall hold in trust all payments Subcontractor receives with the sole purpose of paying only for Cost of the Work for the Project and agrees that any payment not so used shall be subject to tracing and recovery by the Contractor. Subcontractor agrees to indemnify, save, hold harmless and protect the Project, the Owner and the Contractor from all claims and mechanics' liens arising from Subcontractor's failure to satisfy the requirements set forth in this paragraph, and to furnish satisfactory evidence to the Contractor when and if requested, that it has complied with these requirements.

A5.3 **Joint or Direct Payments**. Notwithstanding anything in the Contract Documents to the contrary, the Contractor may elect, in the Contractor's sole discretion, to make any payment requested by the Subcontractor on behalf of a sub-subcontractor of any tier jointly payable to the Subcontractor and such sub-subcontractor. The Subcontractor and such sub-subcontractor shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. At the sole discretion of Contractor, Contractor also reserves the right to make payments directly to persons furnishing materials to or through Subcontractor, which payments shall be credited against amounts that otherwise are or would become owed to Subcontractor. In no event shall any joint or direct payment be construed to create any (1) contract between Contractor and sub-subcontractor, (2) obligations from the Contractor to such sub-subcontractor, or (3) rights in such sub-subcontractor against the Contractor. This right of the Contractor to set aside certain sums shall be in addition to any other rights of the Contractor under this Subcontract or the common law.

A5.4 **Final Payment**. Final payment shall be made within ten (10) days after Contractor's receipt of final payment from the Owner for the Subcontract's Work. Contractor's receipt of payment from the Owner is a condition precedent to Contractor's payment obligation. Final payment shall also be subject to the following conditions precedent: (a) the Subcontract Work shall be completed by the Subcontractor and accepted by Contractor, the Owner and the Architect/Engineer; (b) the Subcontractor shall have furnished evidence satisfactory to Contractor that there are no claims, obligations or liens for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Subcontract Work; (c) the Subcontractor shall have executed and delivered in the form acceptable to Owner and Contractor a general release in favor of Contractor, Contractor's surety, if any, and the Owner; and (d) the Subcontractor shall have delivered to Contractor written consent of its surety, if any, and (e) Subcontractor shall provide all as-builts, warranties, manuals, documents, reports, and other information required under the Contract Documents and/or requested by Contractor. Acceptance of final payment by Subcontractor or its subcontractors or suppliers shall constitute a full and final waiver of claims by that payee except as to those claims previously made in writing as required under this Subcontract and specifically identified as being unsettled in Subcontractor's final Application for Payment.

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A5.5 **Conditions to Payment**. Irrespective of any term or inference to the contrary in the Subcontract, Contractor and Subcontractor expressly agree that the Owner's Payment to Contractor on the Subcontractor's account is an absolute condition precedent to Contractor's obligation to pay Subcontractor any progress or final payment pursuant to the Subcontract, except to the extent Subcontractor establishes that the Owner's failure to make payment to Contractor was caused by fault of the Contractor. Subcontractor expressly agrees that it retains the risk of the Owner's insolvency or inability to pay for Subcontractor's Work, and such risk is not transferred to Contractor under the Subcontract.

A5.6 **Effect of Payment**. The making of any progress or final payment by Contractor to the Subcontractor: (a) shall not constitute evidence of full performance; (b) shall not be an acceptance of improper, faulty, or defective Subcontract Work or materials; (c) shall not release the Subcontractor of any of its obligations under this Subcontract; and (d) shall not constitute a waiver of any rights or remedies hereof by Contractor.

A6.2 **Indemnity.** To the fullest extent permitted by law, the Subcontractor shall indemnify the Indemnitees for all Claims to the extent that the underlying injury or damage, including defense costs as outlined in Section A6.3 below, is attributable to the negligent or otherwise wrongful acts or omissions, including breach of a specific contractual duty, of the Subcontractor or any of its sub-subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Claim is caused in part by an Indemnitee.

A6.3 **Defense.** In addition to and independent from the Subcontractor's obligations under paragraph A6.2, the Subcontractor shall defend the Indemnitees from all Claims asserted against the Indemnitees included in any proceeding (whether arbitration, litigation, or otherwise) arising out of or resulting from the Subcontractor's Work, including without limitation, Claims arising out of the Contractor's operations and/or for which the Contractor may be or may be claimed to be liable (by means of example and not limitation, a Claim that Contractor negligently hired or supervised Subcontractor) or arising out of or resulting from Subcontractor's use of materials, equipment, instrumentalities or other property, whether the same be owned by Contractor, Subcontractor or others, provided, however, Subcontractor is only obligated to defend to the extent that the injury or damage is attributable or alleged in whole or in part, to be attributable to the negligent or otherwise wrongful acts or omissions of the Subcontractor or any of its subcontractors, anyone directly employed by any of them, or anyone for whose acts any of them are liable, together with actual attorneys' fees and costs arising out of such Claims and to enforce the provisions of this Article. The Subcontractor's defense obligation commences with regard to any Claim when the Contractor requests that the Subcontractor defend any Indemnitees from such Claim and continues until the Claim is fully resolved, which includes an allocation of fault and payment in full of the Indemnitee's costs reasonably incurred in defending the Claim.

A6.4 **Unpaid Wage or Benefit Claims.** Subcontractor shall be liable to Owner and/or Contractor for any costs and fees, including attorneys' fees, incurred by Owner and/or Contractor to satisfy any claim made against the Owner and/or Contractor by any of Subcontractor's forces or the forces of any of Subcontractor's sub-subcontractors or suppliers at any tier pursuant to Minn. Stat. § 181.165 or by any other applicable statute, regulation, rule, ordinance, government resolution or policy, contract, or any other legal authority for unpaid wages, fringe benefits, penalties, or resulting liquidated damages. Contractor shall be entitled to offset any of the above referenced costs and fees from amounts owed to Subcontractor under this or any other Agreement between Contractor and Subcontractor.

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Subcontractor shall collect, or cause its sub-subcontractors and suppliers at all tiers to collect, all information regarding payment of wages related to the Work, including, without limitation, information related to wage theft, earned safe and sick time, paid family leave, or any other benefits required by law regarding all forces of Subcontractor, Subcontractor's sub-subcontractors at any tier, or suppliers at any tier (collectively, the "Payroll Information"). Subcontractor shall maintain, or cause its sub-subcontractors and suppliers at all tiers to maintain, the Payroll Information for three (3) years following completion of the Work.

Upon the request of Contractor, Subcontractor shall provide to Contractor within fifteen (15) calendar days the Payroll Information. Failure of Subcontractor to provide complete responses to Contractor's request for the Payroll Information or to join and defend Contractor and/or Owner from any claim related to Subcontractor's or any of Subcontractor's sub-subcontractors' or suppliers' failure to pay wages or any benefits required by law, shall constitute a default event under this Agreement.

[END OF DOCUMENT]

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McGOUGH

EXHIBIT G

MCGOUGH QUALITY PROGRAM REQUIREMENTS

E1. **Quality Program.** The Quality Program Requirements set forth in this Exhibit G are designed to set forth the expectation of performing the work correctly the first time, planning and coordinating the work, eliminating errors, eliminating rework, maintaining efficient trade flow, and avoiding unnecessary delays. Accordingly, if required by the Contractor, the Quality Program Requirements shall be integrated with the administrative and supervisory efforts of the project team, whenever possible, so as to create an environment of continual improvement and eliminate waste.

In coordination with its respective superintendents and project managers, Subcontractor's Quality Manager will be the focal point for all quality management issues relating to the Subcontract Work. Subcontractor's Quality Manager must:

1. Verify submittals follow project requirements, including coordination and compliance with the Contract Documents.
2. Prepare for, participate in and document preconstruction, pre-installation and coordination meetings to ensure work is adequately planned and coordinated.
3. Participate in weekly work plans, pull plans and coordination meetings for respective Definable Features of Work (as defined in Section A3.1 of the General Conditions).
4. Participate in and document first-work inspections, follow-up inspections and completion inspections to ensure work complies with this Subcontract, Contract Documents, and any applicable manufacturer's installation instructions.
5. Prior to commencement of Subcontractor Work, prepare a project specific-quality plan. See Section A3.1 above for required elements of the plan.
6. Provide copies of the project-specific quality plan to Contractor to conduct initial, follow up and final inspections of the Subcontract Work, if applicable. If Contractor provides comments on the project-specific quality plan, Subcontractor shall address Contractor's comment and resubmit the plan to Contractor.
7. Provide materials, equipment, labor and other assistance as may be required for field testing and inspections in accordance with this Subcontract and Contract Documents.
8. Log, track, monitor progress, and report upon correction of its defective or improper Subcontract Work.

E2. **Pre-installation Requirements.** Upon the Contractor's request, Pre-installation Meetings will be conducted for Definable Features of Work. Subcontractor shall attend the Pre-installation meeting, in which the attendees will coordinate construction means, methods, techniques, sequences, procedures and results (including testing and inspections) for the Subcontract Work, review the project-specific quality plan, and verify all submittals related to the Definable Feature of Work have been submitted and approved. The attendees shall address the installation of the Subcontract Work and shall set forth at least the following:

1. Delivery status of required materials, equipment, utilities, and availability of required labor

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2. A site logistics plan, including but not limited to materials storage areas, special mixing areas (if applicable), any special materials storage or environmental control requirements, the coordination and construction of mock-ups, and any other elements as required by the Contractor
3. Status of completion for predecessor activities and sequencing of Subcontract Work
4. Installation process
5. Quality inspections (in accordance with the inspection requirements listed below)

Prior to commencing the installation of any Subcontract Work, Subcontractor will accept the substrate and adjacent work. Substrate conditions or deficiencies that do not conform to the Contract Documents and/or the Manufacturer's written installation instructions for the products being installed will need approval in writing by Contractor's Project team before proceeding. However, Contractor's approval shall not relieve Subcontractor of its obligations to perform the Subcontract Work in accordance with this Agreement or the Contract Documents. Subcontractor shall promptly report to Contractor any conditions or deficiencies discovered by, or made known to, Subcontractor in its review of the substrate and adjacent work. If Subcontractor fails to perform the obligations in this section, the Subcontractor shall be responsible for such cost or damages to correct, replace and/or re-execute faulty or defective Subcontract Work as would have been avoided if Subcontractor had performed such obligations.

E3. **Inspection Requirements.** Upon Contractor's request, Subcontractor shall participate in and/or perform the following quality inspections of the Subcontract Work:

1. Mock-ups and/or first work reviews, as required by the Contract Documents or high-risk construction assemblies as identified by Contractor, shall be constructed. Mockups may be either in-situ or freestanding. Further inspection of the mock-up may include: (1) performance testing; (2) third party inspections; (3) aesthetic considerations: (4) Owner, Architect, and/or Engineer observations; (5) any other inspections as required by Contractor.
2. At the end of each workday, for each Definable Feature of Work, Subcontractor shall complete a project-specific quality plan audit. The audit shall identify the location of the subcontract Work installed, and shall verify that the work was completed in accordance with the plan.
3. Upon the completion of a Definable Feature of Work, Subcontractor shall notify Contractor of the same so as to allow Contractor to perform an initial inspection of the completed work. Contractor shall note any observed deficiencies in an issues log, and shall inform Subcontractor of any improper or defective Subcontractor Work. Correction of any defective Subcontractor Work shall be in accordance with section A3.14. Contractor may conduct additional inspections of any Subcontractor Work.
4. Any third party inspections, including those conducted by the authority having jurisdiction, special inspections, shall be conducted as required by the Contractor and/or in accordance with the Contract Documents.
5. Any final inspections, including punch list completion, final acceptance testing, system operation and sequence verification, commissioning, shall be conducted as required by the Contractor and/or in accordance with the Contract Documents.

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Any inspections conducted by the Contractor are for the benefit of the Contractor and for the purpose of facilitating coordination and construction of the Project in accordance with the overall Project Schedule. Contractor's inspections or approvals as required herein shall not relieve Subcontractor of its obligations to perform the Subcontract Work in accordance with this Agreement or the Contract Documents.