



## Subcontract 10000-001

Version 20160510

### 10000-Sample Project

Subcontractor Contact  
Sample Subcontractor  
2905 SW 1st Ave  
Portland, OR 97201

#### Instructions

##### Subcontract

- Enclosed is your Subcontract.
- Please do not make any changes to the Subcontract provisions.
- The executed document must be received by WALSH CONSTRUCTION CO/OR within ten (10) business days for signature.
- Complete facsimile or email copies will be accepted to facilitate timely mobilization.
- We will return a copy of the executed document to you.

##### Compliance Documents

Current copies of the following documentation are required by before you arrive on site:

##### Projects in Oregon

- State Contractor's Board License
- Certificate of Insurance. (Reference: Insurance Requirements Checklist).
- Any applicable city (or local jurisdiction) license requirements.
- W-9 Request for Taxpayer Identification Number and Certification. (Reference: <http://www.irs.gov/pub/irspdf/fw9.pdf>)

##### Projects in Washington

- Labor & Industries Premium Status Letter.
- Labor & Industries Registration.
- Certificate of Insurance. (Reference: Insurance Requirements Checklist).
- Any applicable city (or local jurisdiction) license requirements.
- W-9 Request for Taxpayer Identification Number and Certification. (Reference: <http://www.irs.gov/pub/irspdf/fw9.pdf>)

##### Payment

- All applications must be submitted on our Application for Payment form and mailed to the address provided on the same.
- Refer to Paragraph 4 of the Subcontract for payment terms and submission dates.
- Non-WALSH CONSTRUCTION CO/OR forms will not be accepted.
- Submit a separate Application for Payment form for retainage within 30 days of your completion of the job.

**All compliance documents must be received by WALSH CONSTRUCTION CO/OR and be fully compliant before any payment will be made.**

Sincerely,

Walsh Project Manager  
WALSH CONSTRUCTION CO/OR

2905 SW FIRST AVENUE  
PORTLAND, OR 97201  
Phone: 503-222-4375

Mobile:

E-Mail:

#### **WALSH CONSTRUCTION CO.**

PORTLAND: 2905 SW First Avenue • Portland, OR 97201 • (503) 222-4375 • Fax: (503) 274-7676 • ORCCB147267  
SEATTLE: 315 Fifth Ave. S, Suite 600 • Seattle, WA 98104 • (206) 547-4008 • Fax: (206) 547-3804 • WALSHCC990D1  
TACOMA: 301 S 28th Street • Tacoma, WA 98402 • (253) 572-4245 • Fax: (206) 547-3804 • WALSHCC990D1



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#### Safety Requirements & Regulations

To Whom It May Concern,

The construction project you will be working on for WALSH CONSTRUCTION CO/OR is covered by the Federal Occupational Safety and Health Act of 1970. This act applies to every worker on the job including employees of the General Contractor and its Subcontractors.

Each Subcontractor has the responsibility (1) to provide a safe place of employment for its employees, (2) to keep records as required by OSHA, and (3) to comply with any and all city, state and federal safety regulations, standards, laws and practices. Specifically, you are required to post any OSHA material and complete the OSHA Form 300 as required. Additional information is available from the U.S. Department of Labor Occupational Safety & Health Administration.

Sincerely,

Walsh Project Manager  
WALSH CONSTRUCTION CO/OR

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PORTLAND, OR 97201  
Phone: 503-222-4375  
Mobile:  
EMail:

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**Equal Employment Opportunity**

To Whom It May Concern,

WALSH CONSTRUCTION CO/OR does not discriminate in employment practices and takes affirmative action to ensure that discrimination does not occur on the basis of race, color, sex, age, religion, national origin, physical or mental handicap, or veteran's status. All employment decisions are made so as to further the principle of equal employment opportunity.

WALSH CONSTRUCTION CO/OR also prohibits any harassment of employees/subcontractors/suppliers based on race, color, sex, age, religion, national origin, physical or mental handicap, or veteran's status. If you or any of your employees are subjected to harassment, report the incident immediately to your WALSH CONSTRUCTION CO/OR contact. Reports will be investigated promptly and fairly and the necessary disciplinary actions will be taken.

Sincerely,

Walsh Project Manager  
WALSH CONSTRUCTION CO/OR

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PORTLAND, OR 97201  
Phone: 503-222-4375  
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Subcontract 10000-001

Version 20160510

10000-Sample Project

Project Number: 10000- Owner: Sample Customer
Project: Sample Project Subcontract Number: 10000-001
Subcontract Date:

THIS SUBCONTRACT AGREEMENT

Subcontractor: Sample Subcontractor ("Subcontractor")
Address: 2905 SW 1st Ave License Number:
City, State, Zip: Portland, OR 97201 Federal ID Number:
Phone: Organization Type:
Fax:

Subcontract Total: Zero And Xx / 100 ( \$0.00 )

Retainage: 5%

1. The Work. Subcontractor agrees to provide, furnish and pay for all labor, services, materials, supplies, equipment, tools and supervision as necessary to construct the following portion of the Project ("the Work"):

Specifically includes, but is not limited to:

Specifically excludes:

Table with 7 columns: Schedule of Values, Phase, CT, Unit, Unit Cost, Qty, Cost. Row 1: 1 Subcontract Item, 03000- - , SUB, LS, \$0.00

The Subcontractor shall be bound by the terms and conditions of this Subcontract and of the Prime Contract. The Work, including without limitation all workmanship and materials, shall be subject to the approval and satisfaction of Contractor, Owner and Owner's Architect/Engineer.

2. Prime Contract. Contractor has entered into a contract ("Prime Contract") as shown above with Owner for the construction of the Project. The Prime Contract, including without limitation its general conditions, special conditions, instructions to bidders, specifications, and drawings, are fully incorporated herein by this reference. Subcontractor expressly assumes to Contractor each and every obligation (including, without limitation, responsibility for safety) that Contractor assumed to Owner under the Prime Contract as they relate to the Work. Subcontractor will require each of its subcontractors, suppliers and consultants of any tier to also assume such obligations under the Prime Contract.

3. Compensation. Contractor shall pay, and Subcontractor agrees to accept, as full compensation for the performance of the Work, including without limitation all taxes, fees, assessments, and the premiums related to the Work, and for all risks of any kind associated with the Work, the lump sum price as indicated above; or, if all or a portion of the Work is on a unit price basis, see Paragraph 31. Subcontractor acknowledges and agrees that Contractor is not an insurer or guarantor of the amount or nature of the Work. Owner and Contractor reserve the right to add to, subtract from, and make any changes in the Work. Subcontractor shall be bound by such additions, subtractions, and changes made by the Owner in the same way and to the same extent that Contractor is bound to the Owner.

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**4. Payment.** Contractor shall make progress payments to Subcontractor once each month based on the Owner's estimate of the percentage of the Work performed, less retainage percentage as indicated above; provided that Contractor has received payment for such Work from Owner. Final Payment, including payment of retainage, shall be made within thirty (30) days after the Work has been completed and approved by Owner and Contractor has received full payment for the Work from Owner. As a condition of progress payments and final payment, Contractor in its sole discretion may require Subcontractor to provide waivers and release of liens and bond claims executed by Subcontractor and its subcontractors, suppliers and consultants at all tiers and certified payroll reports. Contractor reserves the right to make payments to Subcontractor and its subcontractors, suppliers and consultants by joint checks, and Subcontractor agrees to accept such checks. Contractor may withhold progress payments and final payment in reasonable amounts in the event of claims against Subcontractor by Contractor, reasonable evidence of nonpayment of subcontractors, suppliers or consultants in tiers below Subcontractor, or Subcontractor's failure to perform its obligations under this Subcontract. Subcontractor expressly agrees that Owner's payment to Contractor for the Work shall be a condition precedent to Contractor's obligation to pay Subcontractor for the Work, and that Contractor shall have no obligations to pay Subcontractor progress payments or final payment unless Contractor has received such amounts from Owner. To be eligible for payment on the thirtieth (30th) of a month, Subcontractor's application for payment, in the form of Exhibit A.4, must be received by the twentieth (20th) of the previous month. Subcontractor will provide a complete list, in the form of Exhibit A.3, of all of the Subcontractor's subcontractors, suppliers and consultants of any tier (i) upon execution of this Subcontract, (ii) as part of each application for a progress payment, and (iii) as part of the application for final payment. Receipt of the complete and updated list by Contractor is an express condition precedent of the obligation of Contractor to make any payment to Subcontractor.

**5. Schedule.** Time is of the essence regarding Subcontractor's performance under this Subcontract. Subcontractor shall commence, perform, and complete the Work as required by Owner's and Contractor's schedule(s) for the Project and for the Work. Subcontractor shall be responsible for any delays and resulting costs and damages, including without limitation all liquidated damages incurred by Contractor as a result of Subcontractor's breach of this Subcontract or negligent or wrongful failure to timely commence, perform, or complete the Work and will defend, reimburse, hold harmless and indemnify Contractor for, from and against all claims, damages, losses, liabilities, costs and expenses arising out of or relating to any such breach, negligence or other wrongful failure to perform.

**6. Schedule Changes and Delays.** Subcontractor agrees to make changes in the schedule for performing and completing the Work as ordered by Contractor. Subcontractor's compensation under this Subcontract shall be equitably adjusted as a result of accelerations of the schedule ordered by Contractor, provided that for such accelerations caused or ordered by Owner, the Subcontractor shall be entitled to only such adjustments in compensation as are allowed by the Owner. Owner's payment to Contractor of any such costs is an express condition precedent of Contractor's obligation to pay Subcontractor. Subcontractor shall not be entitled to additional compensation or extension of time under this Subcontract for delays to the extent the delay was caused by or contributed to by Subcontractor. In no event will Subcontractor be entitled to additional compensation or extensions of time to perform the Work due to acceleration or delay claims unless Subcontractor has given written notice of such claims to Contractor within three (3) days after commencement of such claimed acceleration or delay.

**7. Changes and Extra Work.** Subcontractor agrees to make changes in the Work and to perform extra work as ordered by Contractor. Subcontractor's compensation under this Subcontract shall be equitably adjusted as a result of such changes and extra work, provided that for those changes and that extra work caused or ordered by Owner the Subcontractor shall be entitled to only such adjustments in compensation as are allowed by Owner and Owner's payment to Contractor of any such costs is an express condition precedent of Contractor's obligation to pay Subcontractor. Subcontractor shall not be entitled to additional compensation for changes or extra work unless authorized in writing by Contractor in advance of performing such changes or extra work.

**8. Review of Contract Documents and Project Sites.** Subcontractor warrants that it has reviewed the Prime Contract and visited the site of the Project. Subcontractor further warrants that it is familiar with the local conditions in which the Work will be performed and the Project constructed, the documents describing the Work and the Project, and all other information reasonably available to Subcontractor which is relevant to Subcontractor's performance of the Work and this Subcontract.

**9. Shop Drawings, Design and Other Submittals.** Subcontractor shall promptly submit all shop drawings, revisions thereto, and other necessary Project documents to Contractor. Contractor's review of such shop drawings, revision thereto, and other Project documents prepared by Subcontractor shall not relieve Subcontractor from any of its obligations under this Subcontract nor give rise to any cause of action in favor of Subcontractor or third parties against Contractor or Owner.

Subcontractor shall specifically incorporate the obligations of this Paragraph 9 into its subcontracts and consulting agreements by appropriate clauses. To the extent that the Work includes the design of any system, component or portion of the Work, the Subcontractor shall provide the design and design services necessary to satisfactorily complete the Work, in accordance with all applicable statutes, ordinances, regulatory requirements, codes, applicable terms and provisions of the Prime Contract, and information, design, or performance criteria otherwise expressed in or reasonably inferable from the Prime Contract.

Subcontractor shall obtain and pay for all permits, fees, licenses, inspections and testing related to portions of the Work designed by or on behalf of Subcontractor. Design services and designs provided by or on behalf of the Subcontractor shall be procured from design professionals licensed and registered as required by the laws of the state where the Project is located, and the signature and seal of the design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by or on behalf of Subcontractor for the Project.

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The Contractor is entitled to rely on the accuracy, adequacy and completeness of all such design documents and submittals. The Subcontractor will make careful analysis of the Prime Contract and coordinate its designs and submittals, including those prepared by its subcontractors and consultants, with those of all others whose work or design may interface with Subcontractor's design to avoid inconsistencies and conflicts with the work or design of others and to assure adherence to and fulfillment of the requirements of this Subcontract and the Prime Contract. Subcontractor grants Contractor all rights and ownership to all design documents and related submittals provided by Subcontractor for use in constructing the Project and any other uses specified in the Prime Contract. Subcontractor shall (i) defend, reimburse, indemnify and hold harmless Contractor and Owner for, from and against all claims, damages, losses, liabilities, costs and expenses arising out of or relating to any patented or copyrighted materials, methods or systems selected by or on behalf of Subcontractor and incorporated into the Work, and (ii) shall pay all royalties or license fees that may be due by reason of inclusion of any patented or copyrighted materials, methods or systems selected by or on behalf of Subcontractor and incorporated into the Work.

**10. Electronic Form Documents.** Subcontractor may request that Contractor provide to it certain plans, specifications or other documents in electronic form ("Electronic Form Documents"). Subcontractor recognizes that Electronic Form Documents are not intended to be used for construction, are not Contract Documents under the terms of this Subcontract, may be revised by others without the knowledge or consent of the Contractor and, when plotted, may result in variances.

Any use of Electronic Form Documents will be at the sole risk of the Subcontractor, and without liability, risk or legal exposure to the Contractor. The Subcontractor agrees to release and, to the fullest extent permitted by law, defend and indemnify the Contractor and its subsidiaries, shareholders, agents and employees from and against any and all claims, demands, losses, expenses, damages, penalties and liabilities of any kind, including without limitation, attorneys fees, arising out of or relating in any way to any such use of or change to the Electronic Form Documents.

Subcontractor agrees not to use the Electronic Form Documents for any purpose or project other than the Project for which it was prepared. Under no circumstance shall the transfer of the Electronic Form Documents for use of the Subcontractor be deemed a sale by the Contractor, and the Contractor makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. The Contractor will provide to the Subcontractor only a working copy of Electronic Form Documents.

In addition to all other obligations of Subcontractor herein, Subcontractor assumes any and all obligations to Contractor that Contractor may have assumed to the Architect or Owner concerning the use of Electronic Form Documents. The Subcontractor agrees, as a condition of forwarding the Electronic Form Documents to any other person or entity, to require such third party to agree in writing to the obligations, terms and conditions of this Paragraph 10 concerning use of the Electronic Form Documents.

**11. Hazardous Material; Wetlands; Archaeological Sites.** Immediately upon discovery, Subcontractor shall cease the Work in that area of the Project where there are, or reasonably appear to be, asbestos, polychlorinated biphenyl (PCB), petroleum, radioactive material, or hazardous waste (jointly "Hazardous Materials") or where there are, or reasonably appear to be, conditions constituting wetlands or an archaeological site under applicable laws. Upon ceasing the Work in these circumstances, Subcontractor shall take such emergency actions as are reasonably necessary to contain the suspected Hazardous Materials and their effects and to maintain the suspected wetlands or archaeological site, shall take such temporary measures as are reasonably necessary to secure the involved area of the Project site from further disturbance, and shall notify Contractor as soon as reasonably possible.

**12. Responsibility for Subcontracts.** Subcontractor shall be responsible to Contractor for all acts and omissions of its subcontractors, suppliers, and consultants at all tiers relating to or in connection with the Work and this Subcontract.

**13. Permits and Licenses.** Subcontractor shall obtain, pay for and perform the Work in compliance with all governmental permits and licenses required to perform the Work.

**14. Safety.** Subcontractor agrees to comply with the Subcontractor Safety Policy set out in Exhibit A.5 attached hereto, and any supplemental Project-specific policies that Contractor may issue. Subcontractor shall specifically incorporate the obligations of this Paragraph 14 and the Exhibit A.5 Subcontractor Safety Policy into its subcontracts and consulting agreements by appropriate clauses. Subcontractor must (i) at all times comply with all applicable federal, state, and local statutes, rules, and regulations relating to labor, safety, health, and sanitation, unless the Subcontractor Safety Policy set out in Exhibit A.5 and any supplemental Project-specific policies provide a more stringent policy, in which case the latter will apply; and (ii) otherwise take independent actions to provide for the safety and protection of laborers and others at the Project site and elsewhere where the Work and this Subcontract are performed.

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**15. Cooperation With Third Parties; Clean-up and Debris.** Subcontractor agrees to perform the Work and otherwise conduct itself at the Project site in a business-like, expeditious, and cooperative manner such that the Owner, Contractor, Subcontractor, and the other contractors, subcontractors, suppliers and third parties may properly, efficiently, and timely complete the Project. Subcontractor agrees that Contractor or Owner may occupy or use that portion of the Project site in which Subcontractor performs the Work before Subcontractor has completed the Work and it has been accepted by Owner, and Subcontractor acknowledges and agrees that it shall not be entitled to any additional compensation or extension of time to complete the Work on account of such occupancy or use. Subcontractor shall keep that portion of the Project site in which it performs the Work cleared and orderly at all times, and shall remove all debris from that portion of the Project site. Subcontractor agrees to reimburse Contractor for clean-up costs necessitated by Subcontractor's failure to keep the Project site cleared, orderly, and free of debris.

**16. Bonds.** Contractor, in its sole discretion but prior to Subcontractor's commencement of the Work, may require Subcontractor to provide separate payment and performance bonds for the Work. Contractor shall pay the cost of such bonds, without markup by the Subcontractor.

**17. Indemnity.** To the fullest extent allowed by law, Subcontractor agrees to reimburse, hold harmless, indemnify and defend Contractor, Owner, and their respective officers, directors, employees, and agents for, from and against any and all claims, liens, actions, suits, orders, costs, losses, expenses, penalties, fines, injuries, damages, and liabilities of any kind, including without limitation reasonable expert witnesses' and attorneys' fees, arising out of or related to the Subcontract, or the Work, to the extent caused by or contributed to by Subcontractor's breach of or failure to perform any provision of this Subcontract, the violation of any statute or regulation, or by the negligence or fault of Subcontractor or any party performing a portion of the Work. Subcontractor's obligations under this Paragraph shall apply without limitation to bodily injury to persons, damage to property (including without limitation the Work and the Project), and economic losses and consequential damages. Subcontractor's obligations under this Paragraph shall not apply to claims, liens, actions, suits, orders, costs, losses, expenses, penalties, fines, injuries, damages, or liabilities to the extent caused by the negligence of Contractor or its officers, directors, employees, or agents.

**18. Warranty.** Subcontractor agrees to provide Contractor warranties and guarantees to the same extent and for the same length of time that Contractor is obligated to in the Prime Contract. If the Prime Contract does not contain any warranties or guarantees, Subcontractor hereby warrants that the Work will be free of defects and nonconformities in materials and workmanship for one year after final completion of the Work.

**19. Payment Obligation.** Subcontractor agrees to defend and indemnify Contractor and Owner from any and all claims of any kind for payment including, without limitation, lien claims made by Subcontractor's employees and Subcontractor's sub-subcontractors or suppliers of any tier and their employees.

**20. Insurance.** Subcontractor shall provide the types of coverage and policy limits required of the Contractor in the Prime Contract. However, in no event shall the insurance required under this Subcontract fail to comply with the coverages set out in Exhibit A.1 attached hereto. Subcontractor shall specifically incorporate the obligations of this Paragraph 20 and the Exhibit A.1 insurance requirements into its subcontracts and consulting agreements by appropriate clauses.

**21. Termination for Convenience.** Subcontractor expressly agrees that Contractor, at any time and in its sole discretion, may terminate this Subcontract and Subcontractor's performance of the Work upon twenty-four (24) hours' written notice to Subcontractor. Upon such termination for convenience, Subcontractor shall immediately cease performing the Work and thereafter shall be entitled to payment of an equitable amount for that portion of the Work performed up to the time of termination plus Subcontractor's reasonable expenses incurred as a direct result of the termination. Subcontractor shall not be entitled to recover prospective profits for Work not performed as of the time of termination.

**22. Default and Termination.** In the event Subcontractor fails or refuses timely or properly to perform its obligations under this Subcontract, or through negligence, fault, or omission interferes with the construction of the Project, or is dissolved or the subject of a voluntary or involuntary case under the Federal Bankruptcy Laws, Contractor in its sole discretion and after seventy-two (72) hours' written notice to Subcontractor may declare Subcontractor to be in default in this Subcontract and the Subcontract terminated. In the event of such a default and termination, Contractor may take over the prosecution of the Work with its own forces or otherwise, subject to any rights of a trustee under the Federal Bankruptcy Laws, in which event Subcontractor's materials, suppliers, equipment, and physical plant shall be available for Contractor's use. Such takeover of the prosecution of the Work by Contractor shall be at the expense of Subcontractor. Should Contractor's termination of the Subcontractor under this Paragraph be determined to be in error or wrongful, the termination shall be deemed to be a termination for convenience under Paragraph 21. Subcontractor agrees that this Subcontract may be assigned to Owner in the event of a termination for cause as provided in the Prime Contract.

**23. Non-Discrimination.** Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, age, sexual orientation, marital status, sex, or national origin. The Subcontractor will take all affirmative action required by law to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, age, sexual orientation, marital status, sex, or national origin, including but not limited to employment, upgrading, demotion, or transfer, recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subcontractor shall include the foregoing requirements in all subcontracts.



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24. Alcohol and Drug Prohibition and Testing. Contractor requires that Subcontractor provide only unimpaired, drug-and-alcohol-free employees to the jobsite. Subcontractor shall not permit at the Project site the use or introduction of alcoholic beverages or illegal drugs. Upon request of Contractor, Subcontractor will administer drug and alcohol testing of its employees and will promptly deliver to Contractor the results of such testing. Such testing will be conducted according to procedures set forth in Exhibit A.5 Subcontractor Safety Policy. Subcontractor shall specifically incorporate the obligations of this Paragraph 24 and the Exhibit A.5 Subcontractor Safety Policy into its subcontracts and consulting agreements by appropriate clauses.

25. Independent Contractor. Subcontractor is an independent contractor and employing unit subject to all applicable tax, Social Security, and Unemployment Compensation statutes, rules, and regulations, and shall keep records, submit reports and filings, and make payments of all taxes and contributions required.

26. Non-Assignment. Subcontractor agrees not to assign its rights or obligations under the Subcontract without prior written consent of Contractor.

27. Arbitration and Disputes. Subcontractor agrees to arbitration of any disputes between it and Contractor arising out of or related to this Subcontract or the Work to the same extent and in the same manner that Contractor is obligated to arbitrate disputes between it and Owner arising out of or related to the Prime Contract or the Project. In the event of such arbitration, Subcontractor agrees, at Contractor's option, to consolidated arbitration of its disputes with Contractor and Contractor's disputes with Owner and third parties. Subcontractor otherwise shall be bound by the dispute resolution provisions of the Prime Contract and, with respect to disputes involving Subcontractor claims for damages caused by Owner, Subcontractor shall be entitled to recover from Contractor only what Contractor receives from Owner for such claims and payment from Owner is an express condition precedent of Contractor's obligation to pay Subcontractor. Subcontractor shall cooperate with Contractor regarding Contractor's submission of claims to, or prosecution of claims against Owner. All other disputes between Contractor and Subcontractor shall be subject to arbitration according to the Construction Industry Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be final and binding according to applicable law.

28. Applicable Law; Venue. This Subcontract shall be governed by and construed according to the laws of the state of the location of the Project.

29. Savings. Should any Paragraph(s) of this Subcontract, or portion(s) thereof, be held to be wholly or partially contrary to law or otherwise invalid, unenforceable, or inapplicable for any reason, such Paragraph(s) or portion(s) thereof shall continue in effect to the extent consistent with law, valid, enforceable, and applicable, and the remaining Paragraphs or portion(s) thereof shall remain fully valid, in force, and applicable.

30. Merger. This Subcontract constitutes the entire and integrated agreement between Subcontractor and Contractor, supersedes all prior and contemporaneous oral and written negotiations, representations, and agreements between Subcontractor and Contractor, and shall not be modified except in writing signed by both parties.

31. Exhibits Incorporated into this Subcontract.

- Exhibit A.1 - Insurance
Exhibit A.2 - Washington Indemnity
Exhibit A.3 - Sub-tier Subcontractors and Suppliers
Exhibit A.4 - Application for Payment
Exhibit A.5 - Subcontractor Safety Policy

CONTRACTOR

WALSH CONSTRUCTION CO/OR
2905 SW FIRST AVENUE
PORTLAND, OR 97201
Phone: 503-222-4375

Signed:
Name: Walsh Project Manager
Title:
Date:

SUBCONTRACTOR

Sample Subcontractor
2905 SW 1st Ave
Portland, OR 97201
Phone:

Signed:
Name:
Title:
Date:

WALSH CONSTRUCTION CO.

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**EXHIBIT A.1 - INSURANCE**

Subcontractor shall obtain, pay for, and maintain insurance as is required under this exhibit, the Subcontract, or any other exhibits thereto (collectively "Insurance Requirements"). Prior to commencing the Work, Subcontractor shall provide to Contractor certificate(s) of insurance evidencing such insurance. If Subcontractor nonetheless commences the Work, it shall not be entitled to any payment until it complies with all Insurance Requirements and provides to Contractor certificate(s) of insurance evidencing such insurance. Subcontractor shall submit true and complete copies of any policies and / or endorsements requested by Contractor. Acceptance of certificate(s) of insurance by Contractor does not constitute a waiver of any Insurance Requirements. Subcontractor shall provide written notice to Contractor prior to making any material change to the policies evidenced in any certificate(s) of insurance accepted by Contractor. Such certificates shall evidence that required policies of liability insurance provide coverage for Contractor, Owner, and their officers, directors, partners, employees and agents as additional insureds on a primary and non-contributory basis and that aggregate limits of such policy(ies) apply specifically to the Work. All coverage afforded the additional insureds shall (i) be primary and noncontributory as to any insurance or self-insurance retention maintained by the additional insureds, including without limitation any Umbrella/Excess Liability coverage maintained by the additional insureds; (ii) provide the same divisions of coverage and be just as comprehensive as the coverage afforded the primary insured, as if the additional insureds were the primary insured; provided that this shall not be interpreted to require coverage of liability of the additional insureds for damage arising out of death or bodily injury to persons or damage to property or any other damage to the extent that the death or bodily injury to persons or damage to property or other damage arises out of the fault of the additional insureds or their respective agents, representatives or subcontractors, in violation of any applicable law; and (iii) be maintained for the same duration as the coverage afforded to the primary insured, as if the additional insureds were the primary insured. Subcontractor warrants that insurance will be not cancelled, non-renewed, reduced or altered without 30 days prior written notice to Contractor. In the event Subcontractor fails to maintain insurance as required, Contractor may purchase such insurance at the expense of Subcontractor. Failure by Subcontractor to maintain insurance, or provide notice of material change in coverage or cancellation, as required shall constitute a breach of the Subcontract, and in the event Contractor is damaged by such breach, Contractor may pursue damages under applicable law. In no event shall the required insurance under this exhibit fail to comply with the following:

A.1.1 The insurance required in this exhibit shall be obtained from a company or companies acceptable to Contractor and lawfully authorized to do business in the state where the Work is performed. In addition to the requirements specific to each insurance policy, the insurance required in this exhibit shall protect Subcontractor and additional insureds from claims that arise out of or result from the Work, the performance of the Work, or any other acts or omissions of Subcontractor or any person or entity for whose acts or omissions Subcontractor may be liable, including without limitation the following:

A.1.1.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts, State or Federal, which are applicable to the Work including, without limitation, claims by individuals or employees of private entities performing work at the Project site whose claims may be exempt from the coverage under said on account of the number of employees or occupation;

A.1.1.2 Claims for damage because of bodily injury, occupational sickness or disease, or death of the Subcontractor's employees, or such claims by individuals or employees of private entities performing work at the Project site whose claims may be exempt from coverage under the acts referenced in Paragraph A.1.1.1 above but whose claims nonetheless are required to be insured by that clause;

A.1.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Subcontractor's employees, including claims for damages arising out of pollution incidents at the Project site;

A.1.1.4 Claims for damages insured by usual personal injury coverage which are sustained (i) by a person as a result of an offense directly or indirectly related to employment of such person or (ii) by another person;

A.1.1.5 Claims for damages because of injury to or destruction of tangible property and/or loss of use of property, including claims for damages arising out of pollution incidents at the Project site;

A.1.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle including claims for damages arising out of pollution incidents, and;

A.1.1.7 Claims involving contractual liability insurance applicable to Subcontractor's obligation under Paragraph 17 of the Subcontract and other applicable provisions of the Subcontract.

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A.1.2 Workers' Compensation / Employer's Liability - Prior to starting the Work, Subcontractor shall procure, pay for and maintain Worker's Compensation and Employee Liability coverage. If the Work or its location constitutes an exposure to employees of Subcontractor under the U.S. Longshoremen and Harbor Workers Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, Subcontractor shall procure and maintain applicable coverage. Any policy providing coverage required under this Paragraph shall contain a Waiver of Subrogation endorsement, unless such waivers are prohibited by statute. Policy limits shall be provided in amounts not less than the following:

Workers Compensation Coverage	Statutory
Federal Acts Coverage (if applicable)	Statutory
Employer's Liability Coverage	
- Each Accident	\$1,000,000
- Disease - Each Employee	\$1,000,000
- Disease - Policy	\$1,000,000

Certificates evidencing existence of coverage required under this Paragraph shall be maintained from the start of the Work through completion of the Work and at any time corrective work may be in process thereafter.

A.1.3 Commercial General Liability - Prior to starting the Work, Subcontractor shall procure, pay for and maintain Commercial General Liability Insurance on an Occurrence form (Claims Made and Modified Occurrence forms are unacceptable). Such insurance shall include all major divisions of coverage, including without limitation Premises/Operations; Products/Completed Operations; Independent Contractors; Broad Form Property Damage including Completed Operations; XC & U; Washington Stop Gap with Contractual Liability (if the Work to be performed is located in the state of Washington); Blanket Contractual; Cross Liability; and Limited Job Site Pollution. Any policy providing coverage required under this Paragraph shall contain a Waiver of Subrogation endorsement, unless such waivers are prohibited by statute. Policy Limits shall be provided in amounts not less than the following:

Commercial General Liability	
- General Aggregate	\$2,000,000 (Per Project Aggregate)
- Products/Completed Operations Aggregate	\$2,000,000
- Personal/Advertising Injury	\$1,000,000
- Each Occurrence	\$1,000,000
- Limited Job Site Pollution Occurrence Sub-limit	\$1,000,000

Certificates evidencing existence of coverage required under this Paragraph shall be maintained from the date the Work commences until (i) final payment under the Subcontract has been made; and (ii) expiration of any applicable statute of limitation or repose. Certificates shall evidence the existence of the CG2010 (1001) and CG2037 (1001) endorsements (or the equivalent acceptable to Contractor), and endorse the policy to provide primary coverage for Contractor and Owner as additional insureds for loss arising out of the Work in process and the Work when it is completed. Subcontractor shall disclose all amendatory exclusions and restrictive endorsements.

A.1.4 Commercial Automobile Liability - Prior to starting the Work, Subcontractor shall procure, pay for and maintain Commercial Automobile Liability Insurance. Such insurance shall protect against claims that arise out of or result from use or maintenance of owned, non-owned, rented and hired automobiles. Any policy providing coverage required under this Paragraph shall contain a Waiver of Subrogation endorsement, unless such waivers are prohibited by statute. Policy Limits shall be provided in amounts not less than the following:

Commercial Automobile Liability	
- Combined Single Limit	
- Each Accident	\$1,000,000
- Pollution Occurrence Sublimit	\$1,000,000

Certificates evidencing existence of coverage required under this Paragraph shall be maintained from the date the Work commences until (i) final payment under the Subcontract has been made; and (ii) expiration of any applicable statute of limitation or repose.



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A.1.5 Professional Liability Insurance (Errors and Omissions) - To the extent that the Work includes the design of any system, component or portion of the Work, the Subcontractor and any of its subcontractors and consultants involved in such design shall procure, pay for and maintain Professional Liability Insurance for claims that arise out of or result from such design, including without limitation coverage for bodily injury or death, property damage, passive malfunction and economic loss caused by an act, failure to act, or omission of the Subcontractor or the Subcontractor's subcontractors or consultants relating to such design. Any policy providing coverage required under this Paragraph shall contain a Waiver of Subrogation endorsement. Limits for Professional Liability Insurance shall not be less than \$1,000,000 per claim with a deductible not to exceed \$50,000, which deductible shall be paid by the Subcontractor. The policy shall include prior acts coverage sufficient to cover all design performed by the Subcontractor, its subcontractors or consultants. Certificates evidencing existence of coverage required under this Paragraph shall be maintained from the date the Work commences until (i) final payment under the Subcontract has been made; and (ii) expiration of any applicable statute of limitation or repose.

A.1.6 To achieve compliance with required Commercial General Liability and Commercial Auto Liability Limits, Subcontractor may arrange coverage under single policies or combine underlying policies with an Umbrella Liability Policy. If Subcontractor uses an Umbrella Liability Policy to meet limits requirements, it must be endorsed to assure coverage at least as broad as underlying policies, complying in all ways with coverage requirements set forth in Paragraphs 1.3 and 1.4 above, and it must of itself provide or be endorsed to provide additional insured status for Contractor, Owner and their officers, directors, employees and agents on a primary and non-contributory basis. If Subcontractor uses an Umbrella Liability Policy to meet limits requirements set forth in Paragraphs 1.3 and 1.4 above, certificates evidencing existence of coverage required under this Paragraph shall be maintained from the date the Work commences until (i) final payment under the Subcontract has been made; and (ii) expiration of any applicable statute of limitation or repose.

A.1.7 Subcontractor shall be solely responsible for any damage to the Work or to Subcontractor's equipment from whatever cause except as otherwise provided by the Subcontract.

A.1.7.1 Contractor neither represents nor assumes responsibility for the adequacy of any Builders Risk Insurance or any other property insurance to protect the interests of Subcontractor in the Work. It shall be the obligation of the Subcontractor to purchase and maintain any property insurance it deems necessary

A.1.7.2 Any deductible amount applied to loss payable under any applicable Builders Risk or other property insurance shall be borne by the insured's interests whose work is damaged in direct proportion as their individual losses shall bear to total loss, regardless of whether such loss is to work installed or completed, to materials on or off site or to materials in transit.

A.1.7.3 Subcontractor shall be solely responsible for any damage to Subcontractor's equipment. It shall be the obligation of Subcontractor to purchase and maintain whatever equipment insurance coverage it deems necessary to cover said equipment in event of loss.

A.1.7.4 Subcontractor waives all rights against Contractor for loss of or damage to Subcontractor's equipment from whatever cause.

CONTRACTOR

WALSH CONSTRUCTION CO/OR
2905 SW FIRST AVENUE
PORTLAND, OR 97201
Phone: 503-222-4375

Signed:
Name: Walsh Project Manager
Title:
Date:

SUBCONTRACTOR

Sample Subcontractor
2905 SW 1st Ave
Portland, OR 97201
Phone:

Signed:
Name:
Title:
Date:

WALSH CONSTRUCTION CO.

PORTLAND: 2905 SW First Avenue • Portland, OR 97201 • (503) 222-4375 • Fax: (503) 274-7676 • ORCCB147267
SEATTLE: 315 Fifth Ave. S, Suite 600 • Seattle, WA 98104 • (206) 547-4008 • Fax: (206) 547-3804 • WALSHCC990D1
TACOMA: 301 S 28th Street • Tacoma, WA 98402 • (253) 572-4245 • Fax: (206) 547-3804 • WALSHCC990D1



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EXHIBIT A.2 - WASHINGTON INDEMNITY

(NOT APPLICABLE TO PROJECTS OUTSIDE THE STATE OF WASHINGTON)

THIS INDEMNITY AGREEMENT is made and entered into as of , as an exhibit to the Subcontract between WALSH CONSTRUCTION CO/OR ("Contractor") and Sample Subcontractor ("Subcontractor") dated regarding Sample Project ("The Project"). The terms used herein have the same definitions and meanings as those terms have in the Subcontract.

A.2.1 The parties agree that Subcontractor's indemnity obligations under the Subcontract shall not be applicable to damages for bodily injury to persons or damage to property caused by or resulting from the sole negligence of Contractor or its officers, directors, employees, agents or employees.

A.2.2 The parties specifically and expressly agree that the Subcontractor's indemnity obligations under the Subcontract shall be applicable to damages for bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (i) Contractor or its officers, directors, agents, or employees and (ii) the Subcontractor or its officers, directors, agents, or employees to the extent of, but only to the extent of, the negligence of the Subcontractor or its officers, directors, agents, or employees.

A.2.3 Subcontractor hereby specifically and expressly agrees that it waives its immunity under Industrial Insurance, Title 51 RCW. Subcontractor hereby acknowledges, represents, and warrants that the waiver set out in this Exhibit A.2 has been mutually negotiated by the parties hereto.

CONTRACTOR

WALSH CONSTRUCTION CO/OR
2905 SW FIRST AVENUE
PORTLAND, OR 97201
Phone: 503-222-4375

Signed:
Name: Walsh Project Manager
Title:
Date:

SUBCONTRACTOR

Sample Subcontractor
2905 SW 1st Ave
Portland, OR 97201
Phone:

Signed:
Name:
Title:
Date:

WALSH CONSTRUCTION CO.

PORTLAND: 2905 SW First Avenue • Portland, OR 97201 • (503) 222-4375 • Fax: (503) 274-7676 • ORCCB147267
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**EXHIBIT A.3 - SUB-TIER SUBCONTRACTORS AND SUPPLIERS**

This form must be completed and returned with the executed Subcontract. An updated form must be completed with each application for payment.

Subcontractor will provide, as part of each application for a progress payment and final payment, a list of all subcontractors, suppliers and consultants of any tier to Subcontractor, including equipment and manpower companies. Receipt of the complete and updated list by Contractor is an express condition precedent of the obligation of Contractor to make any payment to Subcontractor.

Sub-tier Subcontractor, Supplier, or Consultant (Name and Address)	Primary Contact	Materials and/or Services Provided	Certifications (MWBE, etc.)	Contract Amount	Start Date

**CONTRACTOR**

WALSH CONSTRUCTION CO/OR  
 2905 SW FIRST AVENUE  
 PORTLAND, OR 97201  
 Phone: 503-222-4375

Signed: \_\_\_\_\_  
 Name: Walsh Project Manager  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**SUBCONTRACTOR**

Sample Subcontractor  
 2905 SW 1st Ave  
 Portland, OR 97201  
 Phone: \_\_\_\_\_

Signed: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**WALSH CONSTRUCTION CO.**

PORTLAND: 2905 SW First Avenue • Portland, OR 97201 • (503) 222-4375 • Fax: (503) 274-7676 • ORCCB147267  
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## 10000-Sample Project

### EXHIBIT A.4 - APPLICATION FOR PAYMENT

To: WALSH CONSTRUCTION CO/OR  
 2905 SW FIRST AVENUE  
 PORTLAND, OR 97201  
 Phone: 503-222-4375

From: Sample Subcontractor  
 2905 SW 1st Ave  
 Portland, OR 97201  
 Phone:

Project: 10000-Sample Project

Period: \_\_\_\_\_ to \_\_\_\_\_

Application Number: \_\_\_\_\_

#### STATEMENT OF SUBCONTRACT AMOUNT

1. Original Subcontract Amount \_\_\_\_\_
2. Contractor Approved Change Orders \_\_\_\_\_
3. Adjusted Subcontract Amount (Line 1 + Line 2) \_\_\_\_\_
4. Value of Proposed Change Orders This Application \* \_\_\_\_\_
5. Total Completed and Stored to Date \_\_\_\_\_
6. Less Retainage ( \_\_\_\_ % of Line 5) \_\_\_\_\_
7. Total to Date (Line 5 Less Line 6) \_\_\_\_\_
8. Less Net Amount Previously Billed \_\_\_\_\_
9. Amount Due This Request (Line 7 Less Line 8) \_\_\_\_\_

\* Backup Required.

Contractor Use Only

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

#### CONDITIONAL RELEASE

The undersigned, **Sample Subcontractor** ("Subcontractor/Supplier"), upon receipt of a check in the sum of \_\_\_\_\_ USD, payable to Subcontractor/Supplier, and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, hereby waives and releases any construction lien, payment and performance bond, and any other claims Subcontractor/Supplier has with respect to its work on the **Sample Project** Project ("Project") under and related to the prime contract for the Project between **WALSH CONSTRUCTION CO/OR** ("Contractor") and **Sample Customer** ("Owner") dated \_\_\_\_\_, to the following extent.

This waiver and release is effective as to a progress payment for labor, services, material, equipment furnished and all other claims by Subcontractor/Supplier and its subcontractors and suppliers at all tiers through \_\_\_\_\_, but excluding retainage.

This document may be relied upon by Owner, Contractor, any principal and surety on the bonds referenced above, and any lender providing construction financing for the Project; provided that any party intending to rely upon this document should first verify evidence of payment to Subcontractor/Supplier of the full amount set out above:

Signed: \_\_\_\_\_

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

Sample Subcontractor  
 2905 SW 1st Ave  
 Portland, OR 97201

#### UNCONDITIONAL RELEASE

The undersigned, **Sample Subcontractor** ("Subcontractor/Supplier"), has been paid by and has received a progress payment in the sum of \_\_\_\_\_ USD, and hereby waives and releases any construction lien, payment and performance bond, and any other claims Subcontractor/Supplier has with respect to its work on the **Sample Project** Project ("Project") under and related to the prime contract for the Project between **WALSH CONSTRUCTION CO/OR** ("Contractor") and **Sample Customer** ("Owner") dated \_\_\_\_\_, to the following extent.

This waiver and release is effective as to a progress payment for labor, services, material, equipment furnished and all other claims by Subcontractor/Supplier and its subcontractors and suppliers at all tiers through \_\_\_\_\_, but excluding retainage.

Signed: \_\_\_\_\_

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

Sample Subcontractor  
 2905 SW 1st Ave  
 Portland, OR 97201

#### WALSH CONSTRUCTION CO.

PORTLAND: 2905 SW First Avenue • Portland, OR 97201 • (503) 222-4375 • Fax: (503) 274-7676 • ORCCB147267  
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**EXHIBIT A.5 - SUBCONTRACTOR SAFETY POLICY**

Subcontractor agrees to conduct all operations in compliance with this Subcontractor Safety Policy, and all applicable federal, state, and local statutes, rules, regulations, industry standards, and recognized trade practices relating to labor, safety, health, and sanitation ("Applicable Law"). Contractor may require safety policies and standards that exceed Applicable Law either in this policy or in written supplemental Project-specific safety requirements. Each Subcontractor shall take independent actions to provide for the safety and protection of laborers and others at the Project site and elsewhere where the Work and this Subcontract are performed. Failure to comply with Applicable Law, these policies, or any supplemental Project-specific safety requirements may result in, at the sole discretion of Contractor, penalties and sanctions up to and including termination of the Subcontract for cause pursuant to paragraph 22 of the Subcontract.

A.5.1 Subcontractor agrees to comply with the policies stated below and to perform the responsibilities as specified:

A.5.1.1 Attend a pre-construction meeting, prior to the start of work, to review project scope, logistics and safety requirements. Subcontractor managers, field supervisors, and sub-tier contractors shall attend the pre-construction meeting, and review the Subcontractor's Project-specific Safety Plan (discussed below in A.5.1.3) and confirm jobsite requirements for personnel orientation and jobsite pre-huddle meetings.

A.5.1.2 Attend additional meetings prior to specific operations which are identified by Contractor as presenting potentially hazardous conditions.

A.5.1.3 Submit a complete Project-specific Safety Plan no later than two (2) weeks prior to the preconstruction meeting. Submit Material Safety Data Sheets for all products intended for use on the Project no less than two (2) weeks prior to arrival of the product on the jobsite. Submittal to include a specific listing of all materials having an HMIS rating 3 or above. Project-specific submittal requirements may be added by Contractor. Instruct all field personnel on the location and use of the on-site MSDS information.

A.5.1.4 Ensure that all Subcontractor personnel attend the Contractor's safety meetings including, but not limited to, the weekly safety meeting conducted by Contractor. This requirement pertains to all Subcontractor personnel who are on site on the day of the meeting. The time and place of the safety meeting will be determined by Contractor. Each individual attending the meeting shall sign an attendance sheet verifying attendance.

A.5.1.5 Provide copies of certified training documents for all field personnel as required by law. Additional Project-specific certification may be required by Contractor.

A.5.1.6 Take overall responsibility for the safety of all its employees, sub-tier Subcontractors, material suppliers, vendors, its site visitors, and the general public. Failure to perform this responsibility may result in, at the sole discretion of the Contractor, suspension of the work, or termination of the Subcontract for cause pursuant to paragraph 22 of the Subcontract.

A.5.1.7 Abide by all Federal, State and local safety regulations, regardless of "exempt" status as defined by those regulations.

A.5.1.8 Notify Contractor of all safety complaints, near incidents or accidents, regardless of the severity, immediately upon discovery and promptly provide any and all documentation requested by Contractor.

A.5.1.9 Immediately notify Contractor of any unsafe condition or conduct observed by Subcontractor personnel during the course of their work and stop work in the affected area until the unsafe condition is remedied.

A.5.1.10 Stop any part of Subcontractor's work which Contractor determines is unsafe until corrective measures satisfactory to Contractor have been taken. Make no claim for alleged damages resulting from a safety-related work stoppage ordered by Contractor. Pay all costs incurred to take corrective measures. If Subcontractor either refuses or is unable to take corrective measures, Contractor shall take them and Subcontractor shall be liable to Contractor for all costs, including labor costs associated with implementation of the measures.

A.5.1.11 Contractor reserves the right to remove any individual from the jobsite who Contractor determines is performing in an unsafe manner or who fails to abide by Applicable Law, this policy, or any Project-specific safety requirements.

A.5.1.12 Provide full-time onsite supervisors who can effectively communicate with Contractor and Subcontractors of all tiers.

A.5.1.13 Provide an on-site "Competent Person" for all scopes of work where required by government regulation.

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A.5.1.14 Install, maintain and be responsible for all temporary safety devices required to protect individuals from Subcontractor's operations including, but not limited to, barricades, safety tape, warning signs, monitors and other devices required by regulation or the Project.

A.5.1.15 Do not remove or alter railings, hole covers, fencing, lighting, barricades, warning tape or any other temporary safety device installed by others without prior permission from Contractor. If temporary removal is approved, Subcontractor shall provide safety monitoring as necessary and re-install the removed device upon completion of their work, or at the end of each day, whichever is shorter. Subcontractor acknowledges that it shall be responsible for any incident which results from its failure to perform this responsibility.

A.5.1.16 Do not remove any structural component, whether temporary or permanent, installed by another trade, without written consent of Contractor. Such components include, but are not limited to, shoring, scaffolding, formwork, or any other component not installed by the Subcontractor.

A.5.1.17 Use of headphones or other personal entertainment listening devices is specifically prohibited. Use of radios, CD players, and other devices audible to other persons shall be allowed at the sole discretion of Contractor.

A.5.1.18 Perform clean up on a daily basis as required to maintain a safe work environment. Abide by Project-specific cleanup policies established by Contractor for each project.

A.5.2 Provide and be responsible for use of all Personal Protective Equipment (PPE) required for its on-site personnel, suppliers, sub-tier Subcontractors and delivery personnel. Personnel without required PPE will not be allowed on site. The Subcontractor agrees to abide by the following PPE procedures:

A.5.2.1 All PPE must be inspected prior to use and used in accordance with the manufacturer's specifications.

A.5.2.2 Unless otherwise directed by Contractor in Project-specific policies, hardhats must be worn from the time of site mobilization until receipt of a Temporary Certificate of Occupancy.

A.5.2.3 Unless otherwise directed by Contractor in Project-specific policies, eye protection must be worn at all times. Notwithstanding the foregoing, eye protection is required to be worn when there is exposure to flying objects, dust, harmful rays, chemicals, or flying particles including but not limited to hand nailing and power tools.

A.5.2.4 Fully enclosed, slip-resistant footwear, made of leather or other equally substantial material, shall be worn by employees at all times while on the jobsite.

A.5.2.5 Clothing suitable for the weather and the work must be worn. At a minimum, full length pants and a tee shirt with sleeves are required. Alterations to tee shirts are not allowed.

A.5.2.6 Hearing protection must be available on each person. Protection is required to be worn while using any power tool or when exposed to noisy environments.

A.5.2.7 Respiratory equipment is required in areas where health hazards may exist due to accumulations of dust, fumes, mists or vapors. If the job requires the use of a respirator, personnel must be medically fit, trained in equipment use, and fit tested on the proper respirator for the working conditions at hand.

A.5.2.8 Appropriate gloves must be worn when hands are exposed to injury from heat, sparks, wet concrete, acids, corrosives, electricity, rough/abrasive surfaces, or other potentially harmful conditions.

A.5.2.9 Unless otherwise directed by Contractor in Project-specific policies, High Visibility garments must be worn at all times.

A.5.3 Crane, Hoisting, and Rigging Procedures. These procedures apply to all crane or other hoisting operations or devices utilized in the course of the work:

A.5.3.1 Project-Specific Hoisting Plan. Every Subcontractor who provides mobile cranes and rigging on the project shall submit a Project-specific hoisting plan a minimum of five (5) working days prior to any hoisting operation. The Project-specific hoisting plan shall be submitted on the Contractor Mobile Crane Lift Plan form and must include, at a minimum, the following items:



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- .1 Location (or locations) from which picks will be made.
- .2 Off limits areas for crane maneuvering.
- .3 Any and all obstructions that will impede or endanger crane maneuvering (e.g. power lines, adjacent buildings and other cranes).
- .4 Copies of operator certification.
- .5 Copy of documented hours of operator experience (Washington only).
- .6 Copies of rigger and signal person certifications.
- .7 Copies of crane certifications and load charts.
- .8 Plans for a back-up operator and riggers in the event of absences.
- .9 Properly calculated maximum load weight at maximum extension and angle.
- .10 Rigging procedures and equipment to be used.
- .11 If conditions change, or equipment used changes, the hoisting plan must be re-written and reviewed with the hoisting team.

A.5.3.2 Hoisting Team Huddle. Before hoisting operations begin, or in the case of a single pick with a hired crane vendor, the Project Superintendent will review with the riggers and operator, the Mobile Crane Lift Plan and the following issues:

- .1 Deliveries scheduled for the day.
- .2 Unusual requirements for the handling of any load.
- .3 Traffic control personnel and facilities required.
- .4 Blind pick requirements and procedures.
- .5 Any changes to the project-specific hoisting plan required by changing job conditions.
- .6 Multiple lifting team huddles may be scheduled by the Superintendent.

A.5.3.3 Certifications. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO), or Crane Institute Certification (CIC). Riggers and Signal persons shall provide documentation from a qualified training agent that certifies competency. Contractor reserves the right to reject any documentation and/or require additional documentation to demonstrate appropriate competency. Forklift operators shall be certified by a qualified training agency, on the equipment they are operating.

A.5.3.4 Two Riggers per Operation. All Subcontractors shall provide two pre-qualified riggers (one to rig and one to receive loads) to work in concert with the crane operator. Both riggers will be in constant communication with the operator.

A.5.3.5 Hoisting Equipment Coordination. When Contractor is providing hoisting by tower crane, Subcontractor shall deliver materials to the site in containers compatible with the hoisting equipment available on site. Failure to comply will result in Subcontractor / Supplier being assessed costs to re-handle materials.

A.5.3.6 General Material Hoisting. All overhead hoisting, regardless of the type of equipment used, shall be accomplished with engineered hoisting accessories and/or containers that have capacities clearly identified. If accessories are manufactured, all manufacturers' recommendations shall be followed.

A.5.3.7 Forklift Hoisting. "Free rigging" techniques shall not be used when hoisting with forklifts. Any under- the- fork hoisting shall be accomplished utilizing manufactured truss boom attachments.

A.5.4 Occupied Tenant Improvement Projects. Occupied tenant improvement projects shall comply with this Subcontractor safety policy. Modifications may be approved by the Contractor's Safety Director.

A.5.5 Equipment. Subcontractor warrants that it has had all its equipment to be used in the Project inspected by qualified personnel, and it has been found fit for its intended use. Subcontractor is solely responsible for the maintenance and inspection of its equipment. If any such inspection reveals defects or dangerous conditions, said information shall be communicated to Contractor and Subcontractor will not use the equipment until such defects or unsafe conditions have been addressed. Subcontractor shall be solely liable for damages or injuries arising out of use of its equipment and will repair or replace defective or unsafe equipment at Subcontractor's expense. Subcontractor shall indemnify and hold Contractor harmless from and against any claim, charge, cost, lawsuit, or other action arising out of or relating to Subcontractor's or any third party's use of Subcontractor's equipment.

A.5.6 Drug-and-Alcohol-Free Workplace Policy. Contractor recognizes that drug and alcohol abuse in the workplace is a major concern. The nature of the construction industry requires that all workers on a jobsite be in a condition to perform their jobs safely and efficiently, free from impairment caused by alcohol or drugs. Contractor requires that Subcontractor provide only unimpaired, drug- and alcohol-free employees to the jobsite. Subcontractor warrants and agrees to advise its employees that:



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A.5.6.1 Workers at the jobsite, including but not limited to Subcontractor's employees, are expected and required to report to work in an appropriate condition, unimpaired by drugs or alcohol, ready and able to work safely;

A.5.6.2 The unlawful or unauthorized use, possession, sale, transfer, transportation, manufacture, distribution, purchase, solicitation to sell or purchase, or dispensing of alcohol, controlled substances, or drug paraphernalia while on duty, on the jobsite, or while operating any work-related vehicle, machinery, or equipment is strictly prohibited;

A.5.6.3 Workers at the jobsite, including but not limited to Subcontractor's employees, and sub-tier employees may be subjected to drug and/or alcohol testing in the following circumstances:

- 1. When the worker's conduct or behavior, in Contractor's judgment, creates a reasonable suspicion of possible impairment by alcohol or drugs ("reasonable suspicion test"); or
2. Following any work-related incident or accident (including any near incident) or any incident involving abuse of equipment or property ("post incident test")

Subcontractor agrees to obtain, at its own expense, a reasonable suspicion or post-incident drug test on any of Subcontractor's employees, or any sub-tier employee, immediately upon request by Contractor. Contractor may itself obtain reasonable suspicion or post-incident drug testing of any Subcontractor employee or sub-tier employee on a Contractor jobsite if either (i) it is impractical to wait for the Subcontractor or sub-tier subcontractor to obtain such a test, or (ii) the Subcontractor or sub-tier subcontractor refuses to comply with Contractor's request to obtain such a test immediately. If Contractor obtains the test, the cost shall be chargeable to the Subcontractor.

All drug test results must be provided directly to Contractor's Human Resources Department by the qualified testing agency. Unless Contractor management grants a specific exception, Subcontractor agrees to immediately remove from the jobsite any worker for whom a drug test is required until the results of the drug test are received, reviewed and approved by Contractor. Any Subcontractor or sub-tier employee with a positive drug test shall be removed immediately from Contractor jobsites. A refusal to submit to a drug test, as required by Contractor and/or Subcontractor, shall be treated as a positive drug screen and may result in permanent removal from working on Contractor jobsites.

Subcontractor shall notify its employees and sub-tier employees that Contractor reserves the right to inspect any person, locker, toolbox, vehicle, package, purse, handbag, briefcase, lunchbox, backpack, or other possession brought to and from the jobsite, particularly in circumstances where reasonable suspicion or other appropriate circumstances, as determined by Contractor in its sole discretion, exist.

A.5.7 In the event of any conflict between these policies or any supplemental Project-specific policies and Applicable Law, the most stringent standard shall control. Requirements established by the Contractor under this policy or in any supplemental Project-specific policy which are more stringent than Applicable Law shall control and shall not be interpreted as being in conflict with Applicable Law.

CONTRACTOR

WALSH CONSTRUCTION CO/OR
2905 SW FIRST AVENUE
PORTLAND, OR 97201
Phone: 503-222-4375

Signed:
Name: Walsh Project Manager
Title:
Date:

SUBCONTRACTOR

Sample Subcontractor
2905 SW 1st Ave
Portland, OR 97201
Phone:

Signed:
Name:
Title:
Date:

WALSH CONSTRUCTION CO.

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