



SUBCONTRACTOR AGREEMENT

THIS AGREEMENT made this xxth day of Month, 2019, by and between FORT CONSTRUCTION, L.P., hereinafter called "Contractor" and Subcontractor Name, Subcontractor Address, hereinafter called "Subcontractor."

Project: Project Name – Project Address

Prepared by: Architect's Firm

The Contractor and Subcontractor agree as follows:

1. CONTRACT DOCUMENTS

(a) The Contract Documents for this subcontract consist of this Agreement and any exhibits named herein and all documents reflecting the agreement between the Owner and the Contractor for the above referenced project including, but not limited to, the plans, specifications, general conditions, special conditions and any applicable addenda.

Exhibits "A", "B", and (Attachments) Safety Requirements.

(b) Subcontractor acknowledges that he has read the Contract Documents and is familiar with each and every part thereof affecting this Subcontract Work. Subcontractor by examination has satisfied himself as to the nature and location of the Work; the character, quantity, and kinds of materials necessary; the adequacy of any surface or subsurface conditions necessary to assure proper installation of Subcontractor's Work; the kinds and quantity of equipment needed; and other local conditions or matters affecting compliance with the Contract Documents. Further, Subcontractor is familiar with the respective rights, powers, benefits and liabilities of the Contractor and the Owner under the Contract Documents and hereby agrees to comply with and perform all provisions thereof which are applicable to the Subcontract Work.

(c) The Subcontractor agrees to be bound to the Contractor under this Agreement according to the same terms and conditions as the Contractor is bound to the Owner under the Contract Documents. The Subcontractor shall assume and perform all of the obligations and responsibilities of the Contractor under the Contract Documents, which pertain or relate to the scope of work in this Subcontract as described in Paragraph 2.

(d) It is the policy of Fort Construction to require all subcontractors with whom we contract for services to comply with the employer sanctions regulations requiring all employers to complete the Form I-9 according to the instructions issued by the Department of Homeland Security. To comply with the law, you must verify the identity and employment eligibility of anyone you hire, plus complete and retain the form I-9. In addition, the law requires you to not discriminate against individuals on the basis of national origin or citizenship, or to require different documents from a particular individual. Failure to comply with this law will be grounds for termination of your contract. If this company has to pay legal expenses, other expenses, or any fines as a result of your failure to comply with this law, you will be responsible for repaying this company for the costs and expenses incurred.

2. THE WORK

(a) The Subcontractor shall furnish for the consideration herein mentioned all labor, material, supervision, equipment, hoisting, temporary storage, insurance, taxes (including sales tax on all materials furnished by Subcontractor), fees and permits necessary to complete the following work in accordance with the terms and conditions of this contract and in a good and workmanlike manner:

See Exhibit "A"

(b) The Subcontractor agrees that he is an independent contractor under this Agreement. The Subcontractor is solely responsible for, and has control over, all construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Subcontract Work, unless the Contractor shall give specific written instructions concerning these matters. Further, the Subcontractor is fully responsible for, and has control over, all construction means, methods, techniques, sequences, procedures and coordination of the Subcontract Work related to the safety of the Subcontractor's employees and any other persons working in the area of the Subcontract Work.

(c) In the event of a conflict between the Contract Documents as they apply to the subcontract work, the more onerous or more expensive interpretation shall govern. Subcontractor agrees to perform its work in compliance with all applicable laws, codes, rules, regulations, and ordinances pertaining to same.

3. TIME OF PERFORMANCE

(a) Time is of the essence of this Subcontract.

(b) Subcontractor will proceed with the work in a prompt and diligent manner in accordance with Contractor's construction schedules as reasonably amended from time to time. Subcontractor shall be liable for any damages for delay sustained by Contractor caused directly or indirectly by Subcontractor, including, but not limited to, damages, liquidated or otherwise, for which Contractor is liable to the Owner.

(c) In agreeing to perform the work in accordance herewith, Subcontractor has taken into account and has made allowances for delays which should be reasonably anticipated or foreseeable.

(d) IN THE EVENT THAT THE SUBCONTRACTOR'S PERFORMANCE OF THE WORK IS DELAYED OR INTERFERED WITH FOR ANY REASON OR FOR ANY PERIOD OF TIME BY ACTS OR OMISSIONS OF THE OWNER, CONTRACTOR, OR OTHER SUBCONTRACTOR, SUBCONTRACTOR MAY REQUEST AN EXTENSION OF TIME FOR THE PERFORMANCE OF THE WORK, BUT SHALL NOT BE ENTITLED TO ANY INCREASE IN THE CONTRACT PRICE OR TO DAMAGES AS A CONSEQUENCE OF SUCH DELAYS OR INTERFERENCE EXCEPT TO THE EXTENT THAT THE CONTRACT DOCUMENTS ENTITLE CONTRACTOR TO COMPENSATION FOR SUCH DELAYS AND THEN ONLY TO THE EXTENT THAT THE CONTRACTOR MAY ON BEHALF OF SUBCONTRACTOR ACTUALLY RECEIVE FROM THE OWNER MONIES FOR SUCH DELAYS. THE RECEIPT OF SAID SUMS BY THE CONTRACTOR SHALL BE A CONDITION PRECEDENT TO ANY OBLIGATION TO SUBCONTRACTOR.

(e) Subcontractor shall provide written notification to Contractor of any event for which compensation is sought under paragraph 3(d) within three (3) days from the time said event begins.

4. THE CONTRACT SUM

In consideration of the faithful performance of the covenants and agreements herein to the full satisfaction and acceptance of the Owner and Contractor, Contractor agrees to pay, or cause to be paid Subcontractor a sum of **One Hundred Forty Five Thousand Eight Hundred** Dollars (\$**145,800.00**) to complete their scope of work in strict accordance to the plans and specifications.

5. PAYMENTS

(a) Subcontractor shall invoice Contractor using the form provided by Contractor on the 20th day of the month after commencement of the work hereunder for payment for materials incorporated in the work and work performed and in place during the preceding month of part thereof. Contractor shall pay to the Subcontractor the amount invoiced less ten percent (10%) retainage within seven (7) business days of the date on which Contractor receives payment from Owner provided the work is complete as stated in the invoice. The remaining ten percent (10%) shall be paid by the Contractor within thirty-one (31) days after full and final completion, acceptance of the project by Owner or Owner's representative, and payment to the Contractor.

(b) SUBCONTRACTOR AGREES TO ACCEPT THE RISK OF NON-PAYMENT IF OWNER DOES NOT PAY CONTRACTOR'S CONSTRUCTION DRAWS OR FINAL PAYMENT TO CONTRACTOR. OWNER'S PAYMENT TO CONTRACTOR OF SUCH FUNDS SHALL BE AN EXPRESS CONDITION PRECEDENT TO ANY OBLIGATION OF CONTRACTOR TO PAY SUCH FUNDS TO SUBCONTRACTOR.

(c) The Contractor may require as a condition for partial payment that the Subcontractor submit lien waivers through the date and for the amount covered by the invoice and will require as a condition of final payment lien waivers from the Subcontractor, his material men, laborers and sub subcontractors.

(d) All covenants and obligations of Contractor herein are performable in Tarrant County, Texas and specifically all sums of money payable to Subcontractor are payable in Tarrant County, Texas.

(e) Progress payments or final payment may be withheld by Contractor on account of defective work not remedied, claims filed, reasonable evidence indicating the probability of the filing of claims, reasonable doubt that the Subcontract can be completed for the balance of the Subcontract amounts then unpaid, or any breach of this Agreement by Subcontractor. Contractor may offset against any sums due Subcontractor hereunder the amount of any liquidated or unliquidated obligations of Subcontractor to Contractor, whether or not arising out of this Subcontract.

6. LIABILITY & INDEMNIFICATION

THE SUBCONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS FORT CONSTRUCTION, THE OWNER (IF DIFFERENT FROM CONTRACTOR) AFFILIATED COMPANIES OF CONTRACTOR, THEIR PARTNERS, JOINT VENTURES, REPRESENTATIVES, MEMBERS, DESIGNEES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS ("INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL CLAIMS FOR BODILY INJURY, DEATH OR DAMAGE TO PROPERTY, DEMANDS, DAMAGES, ACTIONS, CAUSES OF ACTION, SUITS, LOSSES, JUDGMENTS, OBLIGATIONS AND ANY LIABILITIES, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO INVESTIGATIVE AND REPAIR COSTS, ATTORNEYS' FEES AND COSTS, AND CONSULTANTS' FEES AND COSTS) ("CLAIMS") WHICH ARISE OR ARE IN ANY WAY CONNECTED WITH THE WORK PERFORMED, MATERIALS FURNISHED, OR SERVICES PROVIDED UNDER THIS AGREEMENT BY SUBCONTRACTOR OR ITS AGENTS. THESE INDEMNITY AND DEFENSE OBLIGATIONS SHALL APPLY TO ANY ACTS OR OMISSIONS, NEGLIGENT OR WILLFUL MISCONDUCT OF SUBCONTRACTOR, ITS EMPLOYEES OR AGENTS, WHETHER ACTIVE OR PASSIVE. SAID INDEMNITY AND DEFENSE OBLIGATIONS SHALL FURTHER APPLY, WHETHER OR NOT SAID CLAIMS ARISE OUT OF THE CONCURRENT ACT, OMISSION, OR NEGLIGENCE OF THE INDEMNIFIED PARTIES, WHETHER ACTIVE OR PASSIVE. SUBCONTRACTOR SHALL NOT BE OBLIGATED TO INDEMNIFY AND DEFEND CONTRACTOR OR OWNER FOR CLAIMS FOUND TO BE DUE TO THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF INDEMNIFIED PARTIES.

7. INSURANCE REQUIREMENTS

The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability.

- 1) Commercial General Liability (CGL) with limits of Insurance not less than \$1,000,000 each occurrence, \$2,000,000 Annual Aggregate, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Per Person or Organization (Personal and Advertising Injury).
 - A) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - B) CGL coverage shall be written on ISO occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - C) Contractor and Owner shall be named as additional insured on the CGL policy using ISO Additional Insured Endorsement CG 20-37 and CG 2038(or an endorsement(s) providing equivalent coverage. This insurance for the additional insured shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and Non-Contributory Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
 - D) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for a period equal to the applicable state statute of repose, or a period of 10 years after completion of the work.
- 2) Automobile Liability
 - A) Business Auto Liability with limits of at least \$1,000,000 each accident.
 - B) Business Auto coverage must include a liability arising out of all owned, leased, hired and non-owned automobiles.
- 3) Workman's Compensation and Employers Liability
 - A) Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
 - B) Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.
 - C) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.
- 4) Waiver of Subrogation
 - A) Subcontractor waives all rights against Fort Construction, Owner, and Architect and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or worker's compensation and employers' liability insurance maintained per requirements stated above.

5) Certificate of Insurance

- A) Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement(s) that is part of the Subcontractor's Commercial General Liability Policy.
 - B) The Subcontractors' insurer/insurers shall maintain a rating of A-VII or better as set by A.M. Best and Company. Each Certificate of Insurance shall provide that the insurer must give the Contractor at least 30 days' prior written notice of cancellation and termination of the Contractor's coverage there under. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Subcontractor shall supply the Contractor with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Contractor and Owner as set forth above.
- 6) Subcontractor's materials, equipment, and tools, which are utilized in executing this Subcontract or will become incorporated into the completed Project either on the site or in the building, may be covered by a Builder's Risk and Extended Coverage Insurance Policy containing certain deductibles and exclusions taken out either by Contractor or the Owner. Subcontractor shall be responsible for such deductibles and exclusions on losses which are related to this Subcontractor (or pro-rated share on multi-affected contractor occurrence). It is the Subcontractor's responsibility to evaluate the protection afforded by that policy and to carry his own Risk Insurance, if so desired, against all losses not covered by said policy, or all losses in the absence of such a policy. A copy of said policy will be available for Subcontractor's inspection at Contractor's office, if applicable.
- 7) No acceptance or approval of any insurance by Contractor will relieve or excuse the Subcontractor or the surety of any bond(s) called for under the Subcontract, from any liability or obligation imposed upon either or both of them by the provisions of the Subcontract.
- 8) The Subcontractor will require each of its lower tier subcontractors to carry Commercial General Liability insurance, Workers' Compensation insurance, Commercial Auto Liability, and Employer's Liability, together with such other insurance that may also be required of Subcontractor and will require that the insurance be furnished prior to the commencement of any work, or entering into any contracts with said lower tier subcontractors, or approving contracts with any lower tier subcontractor, whichever is earliest. Limits required for lower tier Subcontractors shall be the same as required for the Subcontractor. SUBCONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD CONTRACTOR AND OWNER HARMLESS FOR ANY FAILURE OF SUBCONTRACTOR OR ANY OF ITS LOWER TIER SUBCONTRACTORS TO OBTAIN THE REQUIRED INSURANCE COVERAGES.

8. BONDS

If required by the Contractor, a Performance Bond and a Payment Bond in a form satisfactory to the Contractor shall be furnished in the full amount of this Agreement, and the normal and reasonable costs thereof shall be paid by Contractor as a change under Article 9. This obligation shall continue throughout the term of this Agreement and may be required at any time during the performance of Subcontractor's Work. These bonds will be furnished by an insurance company on the list of Acceptable Sureties by the Department of the Treasury within the limits stated thereon.

9. CHANGE ORDERS

(a) No alterations, additions or deletions shall be made in the materials to be furnished or the work to be performed under this Subcontract or the Contract Documents except pursuant to a written change order signed by Contractor. The value of the materials or alterations, additions or deletions by written change order shall be determined by both the Contractor and the Subcontractor and shall be added to or deducted from the contract sum, as the case may be. No extra charge will be processed unless accompanied by a signed change order.

(b) If Subcontractor receives a signed change order from the Contractor, but disputes the validity or amount of the change order, or if Contractor disputes Subcontractor's contention that certain work warrants a change order, the Subcontractor shall promptly follow the directions of the Contractor pending resolution of the dispute. The Subcontractor shall not be entitled to make a claim for extra work unless the Subcontractor has given the Contractor written notice of the claim for extra compensation prior to the time that the claimed extra work begins. All claims for extra work done without the above-referenced written notice are waived.

10. PROTECTION OF MATERIALS/TOOLS/EQUIPMENT

Subcontractor shall secure and adequately protect, all materials, tools, and equipment delivered for or incorporated in the Work until the time of final acceptance by the Owner. This shall include protection from the weather and all other elements of nature, as well as any damage which may be done to same due to vandalism, theft, or any cause.

11. DAMAGE TO OTHER WORK

In carrying out his work, Subcontractor shall take necessary precautions to protect the finished work of other trades from damage caused by his operations and Subcontractor shall repair and/or replace to Contractor's satisfaction and on Contractor's demand all damage caused by his operation at no expense to the Contractor.

12. CLEANUP

Subcontractor shall at all times and on a daily basis keep the premises free from accumulations of waste material, debris, or rubbish caused by his employees or work, and at the direction of the Contractor, he shall remove all the waste material, debris and rubbish from and about the project and all his tools, equipment, waste and surplus materials and shall leave his work clean. In case of dispute, the Contractor may remove the rubbish and charge the cost to the Subcontractor.

13. SAFETY

Subcontractor shall take all reasonable safety precautions with respect to his work, shall comply with all safety measures initiated by the Contractor and with all applicable laws, ordinances, rules, regulations and orders of any government agency or political subdivision for the safety of any persons or property. Subcontractor shall submit to Contractor, within 3 days copies of all accident reports arising out of any injuries to his employees or those of any firm or individual to whom he may have sublet work or any property damage arising or alleged to have arisen on account of any work done by Subcontractor under this Subcontract.

14. ASSIGNMENT

Subcontractor shall not assign this Subcontract or any amounts due or to become due thereunder to any third party without prior written consent of the Contractor, and shall not subcontract the whole or any portion of this Subcontract without prior written consent of the Contractor.

15. WARRANTY

Subcontractor warrants that all materials and equipment furnished and incorporated by it in the job shall be new unless otherwise specified and that all work under this Subcontract will be performed in accordance with the Contract Documents and in a good and workmanlike manner. The term of Subcontractor's warranty shall extend for the full term of any warranty included in the Contract between Contractor and Owner but in no event less than one (1) year following the date of final acceptance of the Project by the Owner. All work performed and materials furnished by Subcontractor must be satisfactory to the Contractor and Owner and the warranties contained in this section shall be in addition to and not a limitation of any other warranty or remedies provided by law or Contract Documents.

16. BACKCHARGE

Should the Subcontractor fail at any time to supply a sufficient number of properly skilled workmen and/or sufficient materials and equipment of the proper quality, or fail in any respect to prosecute the Subcontract work with promptness and diligence, or fail to promptly correct defective work, or fail in the performance of any of the agreements contained herein, the Contractor may, in its sole discretion and without notice, provide such labor, materials and equipment and deduct the cost thereof, together with all loss or damage occasioned thereby from any money then due or thereafter to become due to the Subcontractor under this agreement.

17. TERMINATION

(a) If the Subcontractor at any time shall refuse or neglect to supply sufficient properly skilled workmen, or materials or equipment of the proper quality and quantity, or fail in any respect to prosecute Subcontractor's Work with promptness and diligence, or cause by any action or omission the stoppage or interference with the work of the Contractor or other subcontractors, or fail in performance of any of the covenants herein contained, or fail to pay suppliers, the Contractor may, at its option and discretion, terminate the Subcontractor's employment by delivering written notice of termination to the Subcontractor. Thereafter, the Contractor may take possession of the Project and Work, materials, tools, appliances and equipment of the Subcontractor at the building site, and through himself or others provide labor, equipment and materials to

prosecute Subcontractor's Work on such terms and conditions as shall be deemed necessary. The Contractor shall deduct the cost thereof, including without restriction thereto all charges, expenses, losses, costs, damages, and attorney's fees, incurred as a result of the Subcontractor's failure to perform, from any money then due or thereafter to become due to the Subcontractor under this Agreement.

(b) The Contractor may, at any time and without default of Subcontractor, terminate the whole or any part of this Agreement for the convenience of the Contractor. Subcontractor agrees that upon any such termination, the Subcontractor's sole remedy shall be payment of full value for all work properly performed, plus reasonable profit thereon, less all payments Subcontractor has previously received on account of such work performed. Subcontractor agrees to waive all claims for damages, including lost or anticipated profits, arising from or related to any such termination by Contractor.

18. GOVERNING LAW

This Subcontract shall be governed by the Laws of the State of Texas.

19. ATTORNEYS FEES

In the event Subcontractor defaults in the performance of any of the terms, covenants, agreements or conditions of this Subcontract, and Contractor seeks to enforce all or any part of this Subcontract, Subcontractor agrees to pay Contractor's reasonable attorney's fees, whether suit is actually filed or not.

20. INTERPRETATION

Although the parties have utilized Contractor's form, they agree and recognize that the language in said agreement is not to be construed against or for either party hereto.

21. DISPUTE RESOLUTION

Any controversy or claim arising out of or related to this Agreement, or the breach thereof, shall, at the election of Contractor, be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. In such event, notice of demand for arbitration shall be made in writing with Subcontractor and with the American Arbitration Association.

In the event of a demand for arbitration, both Contractor and Subcontractor shall assert in the arbitration all claims then known to either party on which arbitration is to be sought. When a party fails to include a claim through excusable neglect, or when a claim has matured or been acquired subsequently, the arbitrator or arbitrators may permit amendment to include such new or amended complaint. During arbitration proceedings, the Subcontractor shall continue to perform all work called for in its Subcontract with Contractor. Any arbitration or legal proceeding shall take place exclusively in Tarrant County, Texas.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The parties hereto have caused these present to be signed as of the day and year first written above.

Fort Construction, L.P.
Fort Management, LLC, General Partner

Subcontractor Name

By:	By:
Print Name: Ken Evans	Print Name:
Title: President/COO	Title:
Phone: (817) 885-7979	Phone:



EXHIBIT "A"
Scope of Work
Project Name

This Exhibit "A" is specifically incorporated by reference into the contract by and between Fort Construction, L.P. and Subcontractor Name.

Subcontractor shall furnish all labor, material, equipment, hoisting & accessories necessary to do a complete job of furnishing and installing all Scope of Work in strict accordance with the plans and specifications including but not limited to the following:

Inclusions:

Exclusions:



EXHIBIT "B"
Contract Documents
Project Name

This Exhibit "B" is specifically incorporated into the subcontract by and between Fort Construction, L.P. and Waldon Construction.

E1.0	Lighting Plan	3.17.16
E2.0	Power Plan	3.17.16
M1.0	Mechanical Plan	3.17.16
P1.0	Plumbing Plan	3.17.16



SAFETY REQUIREMENTS

As stated in the terms and conditions of the Subcontract Agreement, *Subcontractor shall . . . comply with all specific safety requirements promulgated by any government authority, without limitations, the requirements of the Occupational Safety and Health Act of 1970, and the Construction Safety Act of 1969, and all standards and regulations which have been and shall be promulgated by the agencies which administer such acts, including, but not limited to the following Jobsite safety rules and regulations:*

- 1) The Subcontractor shall ensure that his employees attend a brief safety meeting each week with their foreman. Material for the meeting can be provided by the General Contractor at the Subcontractor's request.
- 2) The Subcontractor shall supply and maintain a first aid kit on the jobsite for his employees. The Subcontractor shall supply non-emergency transportation for his injured employees.
- 3) The Subcontractor shall immediately notify the General Contractor of any fire, unusual incident, or injury to any Subcontractor employee, vendor, or visitor on the jobsite.
- 4) The Subcontractor shall supply and/or ensure the use of personal protective equipment for his employees, including:
 - a. Hard hats – to be worn at all times (except in *No Hard Hat* designated areas).
 - b. Safety glasses (**To be worn at All Times**), goggles, and face shields, when the employee's work operation poses a hazard to the eyes and/or face, such as drilling, grinding, chipping, chemical or solvent use, or sand/grit blasting.
 - c. Sturdy work shoes – no sneakers, thongs, or open-toed shoes are permitted on jobsites.
 - d. Hearing protection, safety belts, weld shields, cutting goggles, and respiratory equipment, when applicable.
- 5) Scaffolds and staging built by Subcontractor's employees must comply with OSHA 1926 § 451, including:
 - a. Standard guardrails and mid-rails on all open sides of work decks over 10' high.
 - b. A completely planked or covered deck, minimum 45" wide, secured to the bearers of cleats to prevent movement.
 - c. Toe boards of 1" x 4" or equivalent.
 - d. Structural integrity capable of supporting at least four times the maximum intended load. Components, lumber, or other material used must be free of obvious defects.
 - e. An access ladder shall be provided.
 - f. Suspended (or wings) staging shall be securely rigged and an independent lifeline to which an employee must be securely attached by use of a safety belt and lanyard. No more than two employees are permitted on staging with a working load of 500 lbs., and no more than three employees shall be permitted on staging with a working load of 750 lbs.
- 6) The Subcontractor shall maintain his work areas in a neat and orderly manner and shall remove scrap, debris, and rubbish from his work areas on a regular basis or when requested by the General Contractor.
- 7) The Subcontractor shall ensure that walkways, aisles, work areas and common areas are free of excess stored material, cables, hoses, weld leads, and scrap.
- 8) Motor vehicles used by any Subcontractor, visitor, or vendor which do not have clear visibility while backing up must be equipped with back-up alarms, except when the Subcontractor designates an employee to act as a signal man for the driver of the vehicle.
- 9) Excavations dug by the Subcontractor must comply with OSHA trenching and excavation requirements before any personnel are permitted in the excavation.
- 10) Electrical cords used by the Subcontractor must be in good repair and a third-wire ground maintained when applicable.
- 11) Compressed gas cylinders used or stored by the Subcontractor must be kept upright and secured from falling. The caps should be in place and gages disconnected when cylinders are not in use.
- 12) The Subcontractor shall notify the General Contractor whenever chemical solvents, flammable solvents, toxic or carcinogenic materials are to be used. The Subcontractor should be prepared to provide a copy of a Material Safety Data Sheet to the General Contractor for such products. Storage requirements and personal protective requirements shall apply to such products.
- 13) The Subcontractor shall notify the General Contractor of any intended use or disturbance of asbestos containing materials.
- 14) The Subcontractor shall be responsible for instructing his own employees of any special hazards or jobsite requirements, such as lock-outs, fire protection, or evacuation/emergency procedures.
- 15) All Subcontractors are required to comply with the project STORM WATER POLLUTION PREVENTION PLAN and SPILL PREVENTION PLAN. Copies of these documents are available at the Fort Construction Project Office.

Subcontractor Name _____

Subcontractor

Print Name

Title

By: _____

Signature