



Contractor's Project No. _____
Contractor's Cost Code No. _____
Project Name: _____

Subcontract

Contractor Job Number
Subcontract Number
Date

CONTRACTOR:

Attention:

**Cross Street Partners LLC
2101 E. Biddle St., Suite 1201
Baltimore, MD 21213**

SUBCONTRACTOR:

Attention:

WORK:

PROJECT:

OWNER:

ARCHITECT-ENGINEER:

PRIME CONTRACT: Dated:

SUBCONTRACT PRICE:

MONTHLY BILLING DATE: By the 25th of the month

RETAINED PERCENTAGE: Ten Percent (10%)

PAYMENT AND PERFORMANCE BONDS: Required Not Required

MBE/WBE PARTICIPATION: SELF-PERFORMED: N/A Applicable Certification No. _____

LOWER-TIER PARTICIPATION COMMITMENTS: MBE Percentage: (____) WBE Percentage: (____)

The above terms are incorporated by reference as part of this Agreement, as set forth more fully below.

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SUBCONTRACT AGREEMENT

MADE THIS ____ day of _____, **20** by and between the Contractor, as identified on the signature page of this Subcontract Agreement ("Contractor"), and a subcontractor _____, whose address is _____, (Federal Tax I.D. No. _____) ("Subcontractor"). Attention: _____.

WHEREAS, the Contractor, as Construction Manager has entered into a contract, dated the ____ day of _____ ("Prime Contract") with _____ ("Owner") for the construction of _____ ("Project").

WHEREAS, the Subcontractor desires to perform certain items or portions of the work specified in the Prime Contract as more fully delineated in this Agreement, and the Contractor is willing to sublet said items or portions of the work to the Subcontractor at the prices and upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed and with the intention of being legally bound, the Contractor and Subcontractor contract and agree as follows:

FIRST: SCOPE OF WORK. (a) The Subcontractor shall perform all of the work described in Exhibit A hereto in strict accordance with the requirements of the Prime Contract as such requirements relate to the Subcontractor's assumed scope of work (the "Work"). By entering into this Subcontract, Subcontractor assumes toward the Contractor in reference to the Work all the obligations that the Contractor has assumed toward the Owner under the Prime Contract, and the Contractor assumes towards the Subcontractor those rights and remedies which the Contractor has available under the Prime Contract, which contract is incorporated herein by reference, and available for inspection at the Contractor's principal office.

SECOND: PAYMENT. (a) The Contractor shall pay to the Subcontractor the amounts set forth on Exhibit A as the work is performed and after payment is received for the Work by the Contractor from the Owner, subject to additions or deductions for changes to the work provided for in the Prime Contract with a retainage of 10% withheld from each progress payment. The retained percentage will be forwarded within 30 days after receipt by the Contractor from the Owner.

(b) It is specifically understood and agreed that the payment to the Subcontractor is dependent, as a condition precedent, upon the Contractor receiving contract payments, including retainer, from the Owner. Subcontractor will only be paid on a *pro rata* basis those funds which are actually received from the Owner, and will receive retainage after completion of all outstanding punch list items, and after furnishing required warranties and as-builts, providing a general release in favor of Contractor, Owner, the Project and others as may be required by the Prime Contract.

(c) The provisions of this Second Article shall not prevent the Subcontractor from filing any action at law or equity in order to preserve any right that it may have with respect to the Owner's property or any payment security, including payment bonds, that were supplied by the Contractor. However, to the extent any such filing relates to amounts not yet paid by the Owner (including retainage), then the Subcontractor expressly agrees that it will, at the sole written request of the Contractor, voluntarily "stay" any such action until thirty (30) days after such funds (including retainage) have been released by the Owner to the Contractor.

THIRD: BONDS. Required Not Required The Subcontractor shall, if required, provide performance and payment bonds for itself in the full amount of this Subcontract, unless a lesser amount is approved in writing by Contractor. Subcontractor shall deliver to Contractor copies of required bonds within five (5) days of Subcontractor's acceptance of this Subcontract. No payment for work shall be made until Contractor has received a bond or other security that is acceptable to Contractor and/or the Owner.

FOURTH: INSURANCE AND INDEMNIFICATION. (a) The Subcontractor shall provide such insurance for itself in amounts and for coverage as set forth in the Prime Contractor on Exhibit B, if attached hereto, whichever is greater and shall provide to the Contractor a certificate of such insurance, which certificate shall provide that the Contractor will receive forty-five days advance written notice of any material alteration, cancellation or non-renewal of such coverage and ten days written notice for non-payment of premium.

(b) The Subcontractor shall cause the Owner and Contractor to be named as an Additional Insured on all applicable insurance policies, and hereby agrees to defend, indemnify and hold harmless to the fullest extent permitted by law the Contractor and the Owner, their officers, agents, and employees, from and against any and all claims, demands, injuries, losses, expenses (including attorney's fees), damages and liability of every and any nature (including contractual liability) arising from or in any way relating to the work performed by the Subcontractor on the Project, whether or not the Contractor was negligent jointly with the Subcontractor or otherwise (excepting only where the Contractor was solely negligent). The Contractor shall have the right to set-off any damages incurred by it in satisfying the Subcontractor's obligations under this section against any current or future payments due to the Subcontractor under this or any other agreement for work.

FIFTH: SUBCONTRACTOR'S INVESTIGATION AND REPRESENTATIONS. The Subcontractor has carefully examined the portion or portions of the Prime Contract affecting its work and the Subcontractor represents that it is fully qualified and experienced to perform the work required by this Subcontract. Subcontractor represents and acknowledges that prior to the execution of this Subcontract it has, by its own independent investigation, ascertained the general and local conditions involved in performing its work including, but not restricted to, those bearing upon location of the work, accessibility and character of the site, and all other matters which could affect the work or its cost under this Subcontract. Subcontractor shall promptly notify the Contractor in writing of any deficiencies, discrepancies, ambiguities or errors before proceeding with the affected work. Should inconsistencies or omissions appear in the Subcontract documents, or if the Subcontractor shall contend the Work materially differs from Work as set forth in this

Agreement, it shall be the duty of the Subcontractor to so notify the Contractor in writing within three (3) days of execution of the Subcontract or the Subcontractor's discovery of thereof. Upon receipt of said notice, the Contractor shall, within reasonable period of time instruct the Subcontractor as to the measures to be taken and the Subcontractor shall comply with the Contractor's instruction. Failure to provide such notice prior to performing any changed or differing work for which the Subcontractor shall seek additional compensation shall constitute a waiver of any rights and claims, by the Subcontractor concerning inconsistencies or omissions in this Subcontract and its Exhibits.

SIXTH: TIME. (a) The Subcontractor shall commence work upon receipt of notice to proceed from the Contractor and shall prosecute his scope of work in a manner that will not delay the completion of the Prime Contract and in accordance with any schedule provided by the Contractor. Contractor schedule may be updated from time to time and Subcontractor shall prosecute his scope of work in accordance with the revised schedule. The Subcontractor shall be entitled to such extensions of time as the Contractor may receive from the Owner and as applicable to the Subcontractor's work. Unless agreed to in writing by the parties hereto, the Subcontractor shall not be entitled to any damages for hindrances or delays in the performance of its work from any cause whatsoever.

(b) Subcontractor will proceed with Subcontractor's Work in accordance with Contractor's schedules as amended by Contractor from time to time. Contractor shall have the right, reasonably exercised, to direct the sequence and pace of Subcontractor's Work, without monetary compensation to Subcontractor. Subcontractor shall supply sufficient labor, equipment and material to enable Contractor, Owner and all other subcontractors to complete the construction in the time required by the contract between the Owner and Contractor. The Subcontractor shall furnish to the Contractor in such detail and as often as required, full reports of the progress of the Subcontractor's Work. Time of Subcontractor's performance is of the essence.

(c) Subcontractor shall, immediately after the award of the Subcontract, prepare and submit for Contractor's information an estimated progress schedule for the Work in a form acceptable to Contractor. The progress schedule shall be related to the entire Project to the extent required by the Subcontract Documents and shall provide for expeditious and practicable execution of the Work. This Schedule shall indicate the dates for the starting and completion of the various stages of the Work. This schedule shall be revised as required by the conditions of the Work and shall be subject to Contractor's approval. Any delays in the progress schedule shall be presented at the project meetings and Contractor's receipt, review and/or acceptance of Subcontractor's schedules shall not constitute an amendment to this Subcontract Agreement nor satisfy any notice requirements of this Subcontract Agreement or of the Contract Documents.

(d) Subcontractor shall be responsible for and will prepare for performance of the Work, including without limitation thereto, the submission of shop drawings, samples, tests, field dimensions, mock-ups, determination of labor requirements, and ordering of materials as required to meet the Project schedule.

(e) Except as otherwise provided by law, should the Subcontractor's performance in whole or in part, be interfered with, delayed, re-sequenced, or disrupted, or be suspended in the commencement, prosecution or completion the Subcontractor's sole remedy shall be an extension of time in which to complete the Work, but only if the Subcontractor shall have notified the Contractor in writing of the cause of the delay within three (3) days of the occurrence of the event. Unless otherwise agreed in writing, in no event shall the Subcontractor be entitled to recover any of the following items of damage: (1) profit; (2) loss of profits; (3) work in-efficiency; (4) loss of productivity; (5) overtime premiums; (6) escalation; (7) home office overhead, including but not limited to costs of any kind for home office personnel; and/or (8) consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities and insolvency.

SEVENTH: CHANGES. The Contractor may order changes in the work, in writing, which changes the Subcontractor shall perform. The amount to be paid to or deducted from the Subcontractor shall be determined as (i) the amount agreed to between the parties; (ii) the unit prices stated on Exhibit A, if applicable, or (iii) for Owner changes, the net cost or credit allowed by the Owner for the Subcontractor's changed work. If the Contractor and Subcontractor are unable to agree upon the method of adjustment, then the Subcontractor shall provide written notice to the Contractor to preserve the dispute, and proceed with the changed work on a basis of tracking actual time, materials, and equipment expended to perform the work, and it shall be the responsibility of the Subcontractor to have such records verified by the Contractor at the close of each work day, and the parties shall resolve any disputes in accordance with the provisions of Article Eighth, below.

EIGHTH: DISPUTES. (a) In the event of any dispute between Subcontractor and Contractor arising out of or relating to this Subcontract, or the breach thereof, which involves the correlative rights and duties of Owner and/or the rights of the Contractor under the Prime Contract, the dispute shall be decided in accordance with the provisions of the Prime Contract (which provisions are incorporated herein by reference. In such case, the Subcontractor, and its suppliers, subcontractors and its guarantors, surety, or sureties, shall be bound to Contractor to the same extent that Contractor is bound to Owner by the terms of the Prime Contract and by any decisions or determination made under the Prime Contract by an authorized person, board, court, arbitration, or other tribunal. Subcontractor shall be afforded a reasonable opportunity to present information and testimony involving its rights. Subcontractor shall be solely responsible for the preparation of (and costs and expenses associated with the preparation and presentation of) any information or testimony hereunder unless Contractor notifies Subcontractor in writing of its intention to provide attorneys and provide for the presentation of any case governed by this paragraph, in which case Subcontractor shall have the duty to cooperate with Contractor and its attorneys.

(b) If a dispute should arise between Contractor and Subcontractor under or relating to the Subcontract, or the breach thereof, which does not involve the correlative rights and duties of Owner and is not, therefore, controlled by the foregoing provision, then either party may seek redress of its grievances as to such disputes at law or in equity in a court of competent jurisdiction located in the State in which the Project is located.

(c) In the event of any dispute as to whether any item or portion of the Project Work is within the scope of the Work to be performed by Subcontractor or any dispute as to whether Subcontractor is entitled to an extra payment, Subcontractor shall continue to proceed diligently with the performance of the Work, this Subcontract, and any disputed Work, pending any resolution. The existence of a dispute shall not be grounds for any failure to perform by Subcontractor nor limit the right of Contractor to proceed to remedy any default by Subcontractor.

(d) Claims, disputes, or other matters in controversy arising out of or related to this Subcontract and not resolved by informal negotiations, shall be subject to mediation as a condition precedent to binding dispute resolution, and shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

NINTH: WRITTEN NOTICE OF CLAIMS. In the absence of the issuance of a written change order or change directive to the Subcontractor, or written notice of an unresolved dispute under Article Seventh hereof, the Subcontractor shall not be entitled to receive any extension of time or any additional compensation for any change or extra to the Subcontract, unless claim shall be made therefore in writing, within the lesser of either: (a) five (5) days after the commencement of any condition giving rise to a delay; (b) in the case of a claim for additional costs, upon written direction from the Contractor acknowledging such alleged changed or additional Work, or (c) within such time as provided for by the Prime Contract. Unless agreed to in writing, Subcontractor shall not have any greater right against Contractor for extra work, additional compensation or allowance for omissions than the Contractor shall have against the Owner.

TENTH: PATENTS. The Subcontractor shall indemnify and save harmless the Contractor and the Owner from any and all manner of claims or suits for infringements of patents or violations of patent rights (including all costs, legal fees and expenses connected to same) arising out of or relating to the Work.

ELEVENTH: CLEAN UP. The Subcontractor shall at all times keep the Project site free from rubbish, debris, and waste and/or surplus materials resulting from its operations and shall turn over the subcontract work in such condition as to permit the next succeeding or intervening work to be commenced without further cleaning. At the time of completion of the Work, such Work is to be clean and, in a condition, acceptable to the Owner. If the Subcontractor fails to comply with provisions of this Article, after 24 hour notification by the Contractor, the Contractor shall have the right itself or through others to perform such cleaning and to charge the cost thereof to the Subcontractor.

TWELFTH: TERMINATION FOR CAUSE: (a) In the event the Subcontractor shall commit a default of this Subcontract, including but not limited to: (1) fail to promptly pay for materials, supplies, labor, rental equipment, or other items purchased or used in connection with the subcontract work, (2) fail to pursue the Work in accordance with this Subcontract and the schedules established by the Owner and/or the Contractor, (3) fail to supply a sufficiency of properly skilled supervisors, workmen, or of material, tools, equipment, or supplies of the proper quantity or quality (including failure occasioned by strike, boycott, picketing, or other cessation of work by Subcontractor's employees), (4) interfere with or disrupt, or threaten to interfere with or disrupt the operations of the Contractor, the Owner, or any other laborer, materialman, supplier, subcontractor, or other person working on the Project, whether by reason of any labor dispute, picketing, boycotting, or by any other reason, (5) have filed against it any lien for unpaid taxes for federal, state or municipal authorities, or (6) commit any other breach of this Subcontract, all such events hereby being deemed to be material breaches of this Subcontract, then upon providing two (2) calendar days written notice to the Subcontractor and in the absence of a timely cure (or immediately in the event the default will, in the reasonable judgment of the Contractor, materially affect the Work in terms of timely completion or cost if repeated or permitted to continue) the Contractor may, without prejudice to any other right or remedy, declare the Subcontractor in default of this Subcontract, in whole or in part.

(b) In the event of a default hereunder, the Contractor may terminate all or any part of this Subcontract, take possession of, use and incorporate into the Project, all or any of the Subcontractor's materials, supplies, equipment and tools pertaining to the Project, whether on the Project site, in the Subcontractor's shop or in transit, and may make independent arrangements for completion of the affected Subcontract Work. No further sums shall be paid to the Subcontractor until said Work is completed. The cost to complete the Work, as well as any other costs, damages or expenses, including the Contractor's legal fees and administrative expenses, incurred as a result of such default shall be charged against the Subcontractor; and, if said total costs, damages, or expenses shall exceed the balance due, the Subcontractor agrees to pay the amount of said excess upon demand of the Contractor. The Contractor shall have a lien upon all materials, supplies, equipment, tools and other property of the Subcontractor to secure payment thereof.

(c) In addition, upon two (2) calendar days written notice to the Subcontractor (or immediately, if necessary to maintain the progress of the subcontract work), the Contractor may provide or arrange for the provision of such workmen and materials necessary to continue and/or complete any part of the subcontract work for the account of the Subcontractor and at Subcontractor's cost and expense, and apply any and all funds which may be or become due to the Subcontractor thereto, all without terminating, rescinding, or voiding this Subcontract or releasing the Subcontractor from any liability hereunder. The Contractor, in such event, shall be entitled to recover from the Subcontractor, in addition to the direct cost actually incurred, ten (10%) percent of said cost for overhead and an additional ten (10%) percent for profit.

(d) If this Subcontract is erroneously terminated it shall be deemed as a termination for convenience under this Agreement.

THIRTEENTH: TERMINATION FOR CONVENIENCE: If the Prime Contract terminates for any cause, or if Contractor wishes to terminate this Subcontract at any time for any reason, Subcontractor shall discontinue the work immediately but no later than twenty-four (24) hours after receipt of written notice of Contractor's termination of this Subcontract for Convenience. In case of a termination pursuant to this Article, the Contractor shall be obligated to pay the Subcontractor either the actual direct cost paid by Subcontractor for work and labor in place, plus ten (10%) mark-up for any and all overhead and profit, or a pro rata percentage of the Subcontract amount equal to the percentage of completion for the Subcontractor's work as approved by the Contractor, whichever is less. Subcontractor shall not be entitled to lost or anticipated profits on unperformed portions of this Subcontract. If the Prime Contract is terminated by the Owner for any reason, Contractor shall not be liable for more than the amount actually received by it for the work performed by Subcontractor.

FOURTEENTH: RESPONSIBILITY FOR WORK. The Subcontractor is responsible for the protection of the Subcontract Work, including all materials contained therein or stored at the Project site, until final completion of Subcontract Work and acceptance thereof by the Contractor and Owner. Prior to acceptance, the Contractor shall not be responsible for damages to the Subcontractor's work caused by other subcontractors. The Subcontractor shall also be responsible for any damage caused by it, its employees, and subcontractors, to the work of other subcontractors and the Contractor, and shall indemnify and hold harmless the Contractor from and against any and all claims or damages relating to damage caused by the Subcontractor to the work of the Contractor, and other subcontractor, to any separate contractor or the Owner. If the Subcontractor fails to comply with provisions of this section, the Contractor shall have the right itself or through others to perform such remedial work as may be required, and to charge the cost thereof to the Subcontractor.

FIFTEENTH: WARRANTY OF REPAIR. The Subcontractor warrants and guarantees the workmanship and materials covered by this Subcontract and upon receipt of written notice of defective conditions from the Contractor, Subcontractor agrees to make good, at its own expense and at the convenience of the Owner, a defect in material or workmanship which may occur or develop prior to the Contractor's release from responsibility to the Owner therefore. Subcontractor's obligations hereunder are cumulative in nature and are complimentary to the Subcontractor's obligations as described in the First Article of this Subcontract.

SIXTEENTH: LIENS AND CLAIMS. In consideration of progress payments made pursuant to the Second Article of this Subcontract, the Subcontractor agrees to execute, and/or obtain from its subcontractors and suppliers, such specific releases and/or waivers of liens and lien rights as may be required by the Prime Contractor requested by the Contractor, from time to time.

SEVENTEENTH: INDEPENDENT CONTRACTOR, COMPLIANCE WITH LAW, AND USE OF CONTRACTOR'S FACILITIES. (a) The relationship of the Subcontractor to the Contractor during the term of this Subcontract shall be that of an independent

contractor. The Subcontractor shall obtain and pay for all permits and licenses that pertain to the Subcontract Work, shall pay any and all fees that may relate to the Subcontract Work, and shall comply with all applicable laws, statutes, ordinance and regulations of any Federal, state or local government, department agency or administration concerned.

(b) Subcontractor agrees that it shall purchase and maintain appropriate worker's compensation insurance coverage for its employees who perform work under this Subcontract; that it shall be solely responsible for any compensation and other benefits, unemployment insurance payments and other payroll taxes which are due to or for its employees for work performed under this Subcontract; and that it shall comply with all applicable social security and other federal, state, and municipal tax laws and regulation with respect to any of its employees who perform work under this Subcontract. The Subcontractor further agrees to comply with any and all laws, statutes, ordinances and regulations of any Federal, state or local government, department or administration which apply to said employees, including the timely review, preparation and retention of those documents and Forms required under the employment eligibility verification provisions of the Immigration Reform and Control Act of 1986, as amended.

(c) Contractor's materials, vehicles, equipment, gas, electricity, water or other appliances or facilities, shall not be used without the prior written consent of the Contractor's superintendent before such use, and, if such written consent is obtained, the Subcontractor shall pay the Contractor's charge upon demand. Subcontractor agrees to use any of the Contractor's material, vehicles, equipment or other appliance or facilities, "as is," and such use shall be at the sole risk of the Subcontractor. Subcontractor agrees to hold harmless and indemnify the Contractor from and against all expenses (including attorney's fees), damages and liabilities of every nature arising from or relating to the Subcontractor's use.

(d) Upon written demand by the Contractor, the Subcontractor shall deliver to the location specified in the written demand all material, equipment or supplies needed for the successful completion of the Subcontractor's work. Subcontractor shall deliver all material, equipment or supplies within 5 business days of receipt of the demand. The Contractor's demand may be sent by facsimile or any other commercial means.

EIGHTEENTH: OWNER'S APPROVAL. This Subcontract is contingent upon the Subcontractor, or any material or product being furnished by the Subcontractor, being approved by the Owner or the authorized agent thereof. If, within five calendar days after written notice is given to the Subcontractor by the Contractor of any disapproval, the Subcontractor fails to overcome the Owner's or its agent's objection, the Contractor shall have the right to cure such problem or to treat such matter as a default by the Subcontractor.

NINETEENTH: ASSIGNMENT. This Subcontract and/or the proceeds from this Subcontract shall not be sublet or assigned, in whole or in part, without the prior written consent of an officer of the Contractor.

TWENTIETH: SAFETY. The Subcontractor shall take all safety precautions pertaining to its work and the conduct thereof. Subcontractor shall strictly comply with all applicable laws, ordinances, codes, rules, regulations and orders issued by a public authority, whether federal, state, local or otherwise, including, but not limited to, the Federal Occupational Safety and Health Act, (Maryland) Occupational Safety and Health Act and all regulations promulgated thereunder, and, in addition, the safety measures called for by the Prime Contract or the Contractor or as set forth in Exhibit G.

TWENTY-FIRST: APPLICABLE LAW. It is expressly agreed to and understood that the Contractor is a resident of the State of (Maryland) and that for venue and jurisdictional purposes, this Subcontract has been entered into within the State of (Maryland). Except for purposes of filing a mechanics' lien or bond claim, the Subcontractor agrees that the sole venue for any proceeding brought by a party hereto, whether in court or by arbitration, shall be in Baltimore City, Maryland and expressly consents to the jurisdiction of any tribunal, whether Federal or State, located therein.

TWENTY-SECOND: NON-WAIVER AND CUMULATIVE RIGHTS. In the event the Contractor accepts delayed completion of the Work by the Subcontractor such action shall not be construed as a waiver of the Subcontractor's obligation to reimburse the Contractor for any costs, damages, or expenses incurred as a result of such delay, and all such costs, damages, and expenses shall be paid or reimbursed to the Contractor upon demand. In addition, the Contractor's rights and remedies under this Subcontract shall be cumulative and shall not exclude any other rights or remedies provided to it by law.

TWENTY-THIRD: SUBCONTRACTOR PROCEDURES. The Subcontractor shall adhere to Contractor's "Subcontractor Procedures" as listed in Exhibit D and as reasonably amended by Contractor during the course of the project.

TWENTY-FOURTH: ATTACHMENTS. Any attachments identified below are incorporated herein by reference and any additional items set forth therein shall prevail over any conflicting terms hereof:

- Exhibit A: Scope of Work and Statement of Price.
- Exhibit B: Insurance.
- Exhibit C: List of Documents.
- Exhibit D: Subcontractor Procedures.
- Exhibit E: Prime Contract - Available for review upon request at:

Cross Street Partners LLC
Attn: Kathy Schisler
2101 E. Biddle St., Suite 1201
Baltimore, MD 21213

- Exhibit F: Schedule & Schedule Statement.
- Exhibit G: CSP Safety Standards.

TWENTY-FIFTH: ENTIRE AGREEMENT. This Subcontract recites the entire agreement between the parties hereto and supersedes any and all prior negotiations, representations or agreements, oral or written, between the parties. It is expressly agreed and understood that this Subcontract may contain both unit and lump sum prices and that those prices as set forth in Exhibit A control the total value of this Subcontract, including any approved changes hereto.

BOTH PARTIES HAVE READ AND UNDERSTAND THIS SUBCONTRACT. THIS SUBCONTRACT IS NOT BINDING UPON THE CONTRACTOR UNTIL ACCEPTED AND SIGNED BY AN AUTHORIZED PERSON THEREOF.

IN WITNESS WHEREOF, the parties have signed this Subcontract effective as of the day and year first written above.

CONTRACTOR:

SUBCONTRACTOR:

Cross Street Partners, LLC
(Contractor name)

(Subcontractor name):

By: _____
(signature)

By: _____
(signature)

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A - Scope of Work and Statement of Price

In consideration of the sum of _____ , including Maryland State Sales and Use Tax and subject to all terms and conditions herein, you are hereby authorized to provide _____ services as required for the construction of "**Project Name**," as indicated in the contract documents, listed in Exhibit C herein except as herein amended, revised or modified. In addition, the following will apply as conditions of this agreement and will supersede where not in conformance with the above listed provisions:

1. The intent of this Subcontract, the specifications, contract drawings and addendum(s) is to provide for a complete installation of the systems described and indicated. Any listing or indications of items furnished or work to be performed shall not be construed to be complete in itself and shall not limit the general requirements to furnish and install all work, equipment, accessories, etc. to provide a complete and functional system. The scope of work in general to be as follows, however, not limited to where in conflict with the Contract Documents.
2. Subcontractor agrees to satisfy the following MBE/ WBE Participation levels:_____.
3. Subcontractor shall provide all supervision, labors, materials, tools, hoisting, equipment, scaffolding and ladders to install the scope of work in accordance with but not limited to the following:

Exhibit B - Insurance

1. Subcontractor agrees to add: **Cross Street Partners LLC** as additional insured in order to be accepted

IMPORTANT – This additional insured endorsement should be included for any liability arising out of the work that is performed by you or behalf of you for Cross Street Partners, LLC. This endorsement wording should be equivalent either of the following ISO endorsements and cover “**ongoing**” and “**product completed**” operations:

- CG2010 (11/85)
- Both CG2037 (10/01) and CG2010 (10/01)
- CG2026 (11/85)

Additional Insured status should be on a primary basis.

2. **Commercial General Liability Insurance** in amount not less than **\$1,000,000** per occurrence, **\$2,000,000** in the aggregate. Such insurance shall include Personal and Advertising Injury, Products and Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, Liability from Explosion, Collapse and Underground damage and additional Insured Endorsement Coverage to be written on the ISO standardized Commercial General Liability form on an occurrence basis. Per Project Aggregate included.
3. **Automobile Liability Insurance** in an amount not less than **\$1,000,000** for a combined single limit each accident. All requirements are met if the “Any Auto” box is checked. If this box is not checked, then we require that “All Owned Autos or Scheduled Autos” and “Hired and Non Owned Autos” boxes be checked to meet our requirements. If the subcontractor does not own any automobiles insured under the company name, then Hired Autos and Non Owned Autos must be covered.
4. **Excess/Umbrella Insurance** in amount not less than **\$1,000,000** for each occurrence/ **\$1,000,000** aggregate coverage to be written on occurrence basis.
5. **Worker’s Compensation Insurance** in an amount not less than **\$100,000** for each of the following: Each Accident, Each Employee by Disease and an amount not less than **\$500,000** Policy Limit by Disease. The Worker’s Compensation Statutory Limits box must be checked.
6. **Cancellation Notification** - 30 days. Insurance Carrier must be licensed to do business in the state of Maryland (or whichever state in which work is being performed) and have a best rating of A – or better.

- Evidence of the above insurance shall be provided through a certificate of insurance to:

c/o: Cross Street Partners, LLC
Attn: Kathy Schisler
2101 E. Biddle St., Suite 1201
Baltimore, MD 21213
kschisler@crossstpartners.com

- Errors & Omissions Insurance**

Architects and Engineers should provide Errors & Omissions Insurance in the amount of \$3,000,000 per claim/\$3,000,000 aggregate. Cross Street Partners, LLC must be provided with a certificate of insurance naming Cross Street Partners, LLC as certificate holder as well as additional insured, if possible. These provisions must also be provided in any extended reporting endorsements "tail coverage" that are issued or attached to the Errors & Omissions policy.

- Contractors Pollution Liability Coverage**

Contractors engaged in testing for, monitor, clean up, removal, containing, detoxify, neutralize, transporting, handling, storing, treating, disposing of or processing as waste pollutants or in any way respond to, or access the effects of pollutants should provide Pollution Liability coverage in the amount of \$5,000,000 per claim/ \$5,000,000 aggregate. Cross Street Partners, LLC must be provided with a certificate of insurance naming Cross Street Partners, LLC as additional insured.

- EFIS**

Contractors installing or repairing EIFS for CSP or one of our subcontractors must provide a certificate of insurance with EIFS covered, or at least not excluded. Keller Stonebraker Insurance must receive and approve the coverage in advance of Contractor performing any work.

- IF YOU HAVE ANY QUESTIONS ABOUT THE ABOVE INSURANCE REQUIREMENTS, PLEASE CONTACT LISA MCCONNELL AT Keller Stonebraker Insurance (CSP'S INSURANCE AGENT) AT 4301-302-8234.**

- Insurance Coverage should be carried for two years after project completion.

EXHIBIT C – LIST OF CONTRACT DOCUMENTS

<u>Dwg. No.</u>	<u>Description</u>	<u>Date</u>
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Exhibit D - Subcontractor Procedures

1. This Subcontractor shall maintain at the jobsite an English-speaking superintendent or foreman, fully knowledgeable and competent for the work involved and that he shall always be onsite when the subcontractor's scope of work is being performed. Subcontractor shall be represented by supervisory personnel at weekly or biweekly progress meetings scheduled by Contractor's Project Superintendent and shall be prepared to provide scheduling and other information required by the Project Superintendent to coordinate the project.

Subcontractor shall, by the **25th day of the month**, submit an original monthly requisition for work through the 30th day of that month. All invoices are to be submitted on AIA G702/703 and **email to: apinvoices@crossstpartners.com**.

2. Ten (10) days prior to the first requisition Subcontractor shall submit for Project Manager approval, a detailed Schedule of Value on the Contractor's Request for Payment form that will be used as basis for the monthly requisition calculations only.

If contract permits payment for stored material then a detailed invoice with inventory and prices shown must be submitted by the 20th day of that month with separate evidence of insurance to allow Contractor time to verify the information for the request for payment of stored material.

If requested by the Contractor, Subcontractor shall furnish a list of all vendors, suppliers, and lower tier subcontractors that Subcontractor is using on this project so that inquiries can be made as to whether they have been paid current on this project.

The Owner or Contractor may issue from time to time joint checks to be made payable to the Subcontractor and his suppliers.

3. Subcontractor shall submit to the Project Manager the names of all vendors, suppliers and lower tier subcontractors for the Owner and Contractor approval.
4. Subcontractor shall furnish all close-out documents, including but not limited to, guarantees, operating instructions, as built drawings, operation and maintenance manuals, etc., as required by the specifications, thirty (30) days prior to completion of the Subcontract's scope of work. The quantity will be as directed by the project manager.
5. Subcontractor shall furnish and be responsible for all storage facilities, for their materials, etc., unless specifically called for in this Subcontract

Agreement to be furnished by others. Location of these storage facilities shall be coordinated with the Project Superintendent.

6. Subcontractor shall begin the scope of work covered by this Subcontract as soon as the construction, upon which said scope of work is to be done, is ready for said scope of work, and shall carry on said scope of work promptly, efficiently and at a speed that will not cause delay in the progress of Contractor's portion of the work that is being carried on by other subcontractors. Subcontractor shall prosecute certain portions of the scope of work in preference to others, if so ordered by Contractor.
7. If additional work is required, the Contractor reserves the right to pay for said work on a negotiated basis, a unit basis, or on a time and material basis. If a time and material (T & M) basis is selected, Contractor will pay the workmen wages plus all documentable payroll burden, cost of materials including freight, and rental costs of equipment along with a mark-up for overhead and profit per the General Conditions section of the Prime Contract. Any "extra" work as defined by the Seventh and Ninth articles of the Subcontract must be authorized by the Contractor's Project Manager; Contractor's "field" representatives are not authorized to bind Contractor to pay Subcontractor for any additional compensation. As a condition precedent to submitting a claim for extra payment under either Article Seventh or Ninth of this Subcontract, Contractor's "field" representative must verify, by signing the proposed extra work ticket, that the work has been performed.
8. The Project Schedule is per EXHIBIT F that is included with this Subcontract Agreement. The Subcontractor is obligated to perform his scope of work in the time periods described in this Project Schedule, as reasonably amended from time to time.
9. Subcontractor shall remove from the building area all trash, debris, and waste generated from the performance of the scope of work under this Subcontract Agreement to an onsite dumpster on a daily basis. Subcontractor shall provide the onsite dumpster at a location agreed to by the Contractor.
10. Major deliveries to the site are to be coordinated with the Project Superintendent by giving him a written notice at least 48 hours prior to the delivery.
11. The staging or storage of any materials on site must be coordinated with the Project Superintendent at least one (1) week before material or equipment arrives on site.
12. Subcontractor is responsible for coordination of his scope of work with all applicable trades in advance of installation of other work. Failure to supply

timely coordination will subject Subcontractor's work being removed, resized or reinstalled at no cost to the Contractor. Subcontractor shall be represented by supervisory personnel and field superintendent or foreman at all coordination meetings set up to coordinate his scope of work as required by the Contractor.

13. Subcontractor shall be responsible for layout of his own work from vertical and horizontal control provided by the Contractor.
14. All submittals, shop drawings and certifications required for commencement of Subcontractor's scope of work are to be supplied within ten (10) days of signing of this contract or written release. Any time frames longer than ten (10) days must be approved in advance by Contractor's Project Manager. The quantity and type of submittal will be as directed by the Project Manager.
15. Subcontractor is responsible for coordinating with other Subcontractor's all openings and penetrations required to perform his scope of work. If Subcontractor's scope of work cannot be installed in advance of other Subcontractor's scope of work, then this Subcontractor shall supply and install sleeves as required.
16. The Contractor and Owner are equal opportunity employers and are bound by all such prevalent legislation. Subcontractor shall not discriminate in any manner against any employee or applicant for employment because of race, sex, creed, color, national origin or age and will include a similar clause in all subcontracts.
17. Subcontractor is responsible to remove all non-essential stickers and markings, from ductwork, mechanical equipment, electrical equipment, etc. prior to project completion.
18. Subcontractor's superintendent or foreman shall provide a daily report on the work that was performed, location of the work performed and quantity of different trade personnel on the project on a daily basis. This report is to be turned into the Site Manager by noon of the following day.

Exhibit E – Prime Contract

The Prime Contract is located at **2101 E. Biddle St. – Suite 1201, Baltimore, MD 21213** and is available for review.

Exhibit F - Statement of Schedule

The completion date of this entire project is _____, which is not subject to negotiation or written adjustment.

Subcontractor shall commence work within five (5) days of written notice to proceed.

This rate is critical and time is of the essence, since it affects the overall production rate for the Project and the Contractor's work under the Prime Contract.

Shop Drawings, Product Data, etc... shall be submitted per the requirements of the Prime Contract and as follows:

SUBMITTAL INSTRUCTIONS

1. Send a separate submittal according to each spec section.
2. Include a cover sheet for each submittal. The cover sheet should include:
 - Reference relevant spec number (use current CSI Masterformat Specification Divisions)
 - List product manufacturer(s)
 - Note whether it is a specified item or if it is a substitution
 - State reason for substitutions
 - Indicate what the product will be used for (and which building if applicable) etc.
3. If markups or highlighting are required, green is suggested color to avoid confusion – AE reviewers use red and blue.

EXHIBIT G - PROJECT SAFETY STANDARDS

- 1.1 PURPOSE
 - 1.2 SCOPE
 - 1.3 RESPONSIBILITY
 - 1.4 CSP'S COMMITMENT TO SAFETY
 - 1.5 GENERAL RULES
 - 1.6 COMPETENT PERSONS
 - 1.7 PERSONAL PROTECTIVE EQUIPMENT
 - 1.8 PERIMETER FALL PROTECTION
 - 1.9 PERSONAL FALL PROTECTION
 - 1.10 VEHICLE SAFETY
 - 1.11 COMPRESSED AIR AND GAS CYLINDERS
 - 1.12 ELECTRICAL SAFETY
 - 1.13 EXCAVATIONS /TRENCHES
 - 1.14 FLOOR/WALL OPENINGS
 - 1.15 LADDERS
 - 1.16 SCAFFOLDS
 - 1.17 TOOLS
 - 1.18 POWDER/AIR-ACTUATED TOOLS
 - 1.19 STABILITY CONTROL
 - 1.20 HEAVY EQUIPMENT
 - 1.21 CHEMICAL/SOLVENTS AND PAINTS
 - 1.22 RELEASE OF POLLUTANTS
 - 1.23 CONFINED SPACE ENTRY
 - 1.24 HEARING CONSERVATION
 - 1.25 MATERIAL HANDLING
 - 1.26 OPEN YARD STORAGE
 - 1.27 INDOOR STORAGE
 - 1.28 BUILDING UNDER CONSTRUCTION
 - 1.29 LUMBER
 - 1.30 BRICKS AND MASONRY BLOCKS
 - 1.31 CEMENT AND LIME
 - 1.32 SAND AND GRAVEL, AND CRUSHED STONE
 - 1.33 REINFORCING, SHEET, AND STRUCTURAL STEEL
 - 1.34 PIPE, CONDUIT, AND CYLINDRICAL MATERIAL
-

1.1 PURPOSE

The primary purpose of these Safety Standards is to establish a minimum level of performance regarding construction safety on CSP jobsites and facilities. These standards do not cover all aspects of construction safety. Contractors and personnel are advised to familiarize themselves with the CSP Safety Program and the OSHA 29 CFR 1926 Construction Standards for in depth information.

1.2 SCOPE

These standards apply to all CSP controlled facilities, jobsites, personnel and Subcontractors.

1.3 RESPONSIBILITY

Project management and front line supervision are responsible for vigorously supporting these Standards and for the aggressive implementation and enforcement necessary to ensure compliance by all personnel.

1.4 CSP's COMMITMENT TO SAFETY

The successful operation of this organization depends not only on quality and productivity but also how safely each job is performed.

Here at Cross Street Partners, LLC we consider the health and safety of our employees and subcontractors to be of primary importance and are committed to providing a safe work environment at all times.

It is our belief that all occupational injuries and illnesses are preventable through the exercise of personal initiative and common sense precautions. With the efforts and involvement of all our employees and subcontractors, an accident-free workplace can be achieved.

It is each employee's responsibility to assist in the elimination of safety hazards and to ensure that all operations conform to our health and safety guidelines. This can be done, in part, through safe work practices, prompt reporting of unsafe conditions and following established safety guidelines.

Additionally, it is equally important to ensure that our operations do not adversely affect non-employees, our community or the environment and that we comply with all federal, state and local regulations.

1.5 GENERAL RULES

Dress properly. Employees are visible representatives of our companies. Wear appropriate work clothes, shirts with a minimum 4" sleeve, gloves, and safety boots, safety glasses and hard hats. Loose clothing may be a safety hazard and will not be permitted. Loose jewelry must not be worn when operating any machinery.

Horseplay, practical jokes and fighting will not be tolerated at anytime.

When in doubt, ASK. Ask your supervisor whenever there is something about your work you do not understand.

Report all unsafe conditions to your supervisor immediately.

Report all injuries, no matter how slight, to your supervisor immediately.

Practice good housekeeping at all times. Do not leave materials in aisles, walkways, stairways, roads or other means of egress.

No employees are allowed to operate any machinery that they are not qualified or authorized to use.

Smoking is not allowed in any building under construction. Observe all "No Smoking" areas.

There is a zero tolerance for harassment of any type within CSP. Each employee and contractor is expected to exhibit, in his or her conduct and communications, sound judgment and respect for the feelings and sensibilities of every other employee, contractor and member of the public. Verbal, visual, or physical conduct that interferes with an employee's ability to perform his/her job duties or creates an intimidating work atmosphere is strictly prohibited.

Failure to comply with these Project Safety Standards will result in disciplinary action up to and including removal from the project site or termination of employment.

1.6 COMPETENT PERSONS

A competent person is defined by OSHA as one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has the authority to take prompt corrective measures to eliminate them. CSP requires that all subcontractor supervisors and competent persons read write and speak English fluently. This is vitally important for the safety of all. Generally speaking, project supervisors are the competent person on the job. Subcontractor supervisory personnel who are considered competent persons but cannot communicate with

CSP supervisory personnel must be replaced immediately with competent English speaking supervisory personnel.

1.7 PERSONAL PROTECTIVE EQUIPMENT

Construction/demolition and renovation work often provides exposures to a variety of chemical, physical and biological hazards. Job hazard analyses prior to the staffing of a project will ensure that the most obvious hazards are identified and the necessary PPE is planned for and obtained in advance. Use of Personal Protective Equipment is required wherever physical, chemical or biological hazards exist. The following PPE requirements will apply to all personnel on site, employees, subcontractors, delivery persons, visitors etc. These guidelines have been established in accordance with the CSP Safety Program to reduce the risk of incidents and injury while working in areas where hazards are present.

1.7.1 Decontamination Facilities

Following a hazard assessment (Job Hazard Analysis) and a choice of PPE it is necessary to consider decontamination facilities, the decontamination of equipment, personnel and personal protective equipment as well as storage of contaminated gear and materials. Consideration must be given to the proper disposition/disposal of contaminated wash water, soil and debris. All federal and local environmental controls must be addressed and the proper notifications submitted in accordance with established guidelines and directives.

1.7.2 Hard Hats

Hardhats shall be worn on the job site at all times. This requirement is inclusive of all trades, employees, subcontractors, visitors, and service vendors.

Employees, subcontractors, or any personnel using or working around (reach of equipment plus 30 feet) power equipment, backhoes, excavators, bobcats, etc., will be required to use hardhats and safety glasses.

1.7.3 Safety Glasses

Safety glasses shall be worn at all times.

1.7.4 Work Gloves

Appropriate work gloves must be provided to prevent injury from physical, chemical and biological hazards.

17.5 Work Boots

Steel toed work boots must be worn at all times.

1.8 PERIMETER FALL PROTECTION

Effective perimeter fall protection is critical to a safe work site. Guardrails, toe boards, and barricades must be set up to protect open elevator shafts, exterior perimeters of all floors, floor openings, open edges, and scaffolding. Under no conditions shall perimeter protections or barriers be removed unless accessing the protected area is critical to the task at hand. When perimeter protection is removed, the involved workers must use appropriate fall protection. Anyone who removes a protective barrier of any kind must remain in the immediate area to warn other employees of the danger and then when finished with the work at hand replace that barrier before leaving the area. Building entrances requiring falling object protection shall be protected by the erection of a canopy structure capable of withstanding collapse or penetration by material or equipment impact.

1.9 PERSONAL FALL PROTECTION

CSP requires without exception 100% fall protection for all personnel exposed to falls of six feet or more. All personnel exposed to falls of six feet or more must be protected by guardrails, personal fall arrest systems, positioning systems, and safety net systems, warning line systems, monitoring systems or a combination thereof.

Reference: 29 CFR 1926 Subpart M – Fall Protection

1.10 VEHICLE SAFETY

Vehicles within the project parking lot and perimeter fence must observe a maximum speed limit of 10 mph, unless otherwise posted.

All vehicles must be parked in authorized areas only.

Vehicles must only be operated by personnel holding a valid driver's license.

Vehicles will not block exits, walkways, fire hydrants, fire lanes, or fire-fighting apparatus.

Personnel will not ride in the rear of pick-up trucks unless designed for passengers.

Riding on side rails or tailgates is prohibited.

All vehicles will yield immediate right-of-way to emergency vehicles displaying energized warning lights or sirens.

Parking of vehicles for pick-up and delivery purposes or those carrying truck mounted equipment such as welding machines in other than designated parking areas will be scheduled and designated by CSP.

Equipment shall be inspected by the operator before being placed into operation and any defect that affects safe operation shall be corrected before use.

Audible warnings shall be sounded prior to starting or moving equipment.

All earth moving equipment and trucks rated 1.5 tons or greater shall have backup alarms.

Vehicles will have all required inspection and operating permits.

Seat belts, if provided by the manufacturer, will be used on all mobile equipment except construction equipment without overhead protection.

Construction equipment will not be left running without the operator at the controls.

All vehicles will be chocked and parking brake set (if provided) when left unattended.

Reference: 29 CFR 1926, Subpart O, Motor Vehicles and Equipment

1.11 COMPRESSED AIR AND GAS CYLINDERS

Propane gas cylinders shall not be stored inside buildings.

Whenever possible propane gas cylinders shall be kept outside and hoses shall be run to the heaters inside. In no case shall a portable heater be any closer to a gas cylinder than 6 (six) feet.

Valve protection caps will be in place when compressed gas cylinders are transported, moved, or stored.

Cylinder valves will be closed when work is finished, and when cylinders are empty or moved.

Compressed gas cylinders will be secured (roped or chained) in an upright position at all times.

Gas regulators will be in proper working order and be designed for the specific gas(es). Unless cylinders are secured on a special carrier, regulators will be removed before gas cylinders are relocated.

Cylinders will be marked or stenciled to identify contents.

Compressed breathing air will meet OSHA and/or MSHA specifications for breathing air quality.

Compressed breathing air cylinders will have their contents verified at the job site for correct oxygen content.

Oil and oily rags will be kept away from oxygen equipment.

Cylinders will have current hydrostatic tests.

Compressed air for cleaning and drying operations will never exceed 30-psi.

Compressed air will not be used to blow dust or dirt, etc., from personal attire.

Reference: 29 CFR, 1926.803, Compressed Air – 1926.153 (LP-Gas)

1.12 ELECTRICAL SAFETY

No employee shall volunteer or be required to work on an energized circuit or panel box unless that employee is fully trained, qualified and protected in accordance with 29 CFR 1926. Subpart K.

The non-current-carrying metal parts of fixed, portable, or plug-connected equipment will be grounded. Power tools and appliances protected by an approved system of double insulation need not be grounded.

All subcontractors shall use an assured equipment grounding conductor program or shall use ground fault circuit interrupter devices to protect employees using portable tools and equipment. Inspection and testing of extension cords and tools will be conducted as defined in OSHA 29 CFR 1926.404(b).

All temporary electrical services and receptacles will be equipped with ground fault circuit interrupters (GFCIs).

Extension cords will be round, hard-service, three-wire 12 AWG or larger, the conductor will be of sufficient size for the capacity of the equipment being energized.

Extension cords will not be fastened with staples or suspended by nails or wire. Extension cords that are worn or frayed or that have split casings may not be used. Damaged or inadequate sized cords are subject to being cut and removed from the job.

Cords will not be run through doorways where the door could cut or damage them.

Where vehicles can run over extension cords or power conductors, they may be raised and suspended appropriately and or buried for protection. Sufficient use of sleeving and coverage of soil will be required to protect the lines.

Temporary lights may not be suspended by their electrical cords unless designed for this purpose. Bulbs in temporary lighting fixtures must be guarded to prevent accidental contact. All defective light cages and inoperative bulbs must be replaced immediately. Where possible, temporary lights should be suspended above eight (8) feet.

Receptacles for attachment plugs will be of the approved type.

Where different voltages, frequencies, or currents are supplied, receptacles will be designed so that attachment plugs are not interchangeable.

Reference: 29 CFR 1926, Subpart K – Electrical 29 CFR 1910, Subpart S – Electrical

1.13 EXCAVATIONS/TRENCHES

Before any excavation work begins, the appropriate permits will be obtained, as necessary.

All excavation work will be performed as defined in the contractor's approved work instructions.

Driveways adjacent to open excavations shall have guardrails or jersey barriers. Driveways shall be no closer to the excavation than three times the depth of the excavation.

Employees in excavations must be protected by protective systems (trench boxes, shoring, sloping or benching) when the depth of the trench is (5) feet or more.

CSP classifies all soil as Type C as such; all excavation must meet the Type C sloping and benching requirement of 1 ½ to 1. Trench boxes or approved engineered shoring may also be used.

Ladders must be used in trenches that are more than four (4) feet in depth with a lateral travel distance between ladders of no more than twenty-five (25) feet.

No employee shall be permitted underneath loads handled by lifting or digging equipment.

Reference: 29 CFR 1926, Subpart P – Excavations

1.14 FLOOR/WALL OPENINGS

Floor openings will be guarded by substantial barriers, railings, and/or covering materials strong enough to sustain at least twice the maximum anticipated load of pedestrian or vehicular traffic.

Floor hole covers shall extend adequately beyond the edge of the hole, shall be secured in place and clearly marked "hole".

Floor areas elevated more than 4 feet must be provided with standard guardrails.

Toe boards will be provided around floor openings when there is a possibility of falling objects striking personnel below.

Reference: 29 CFR 1910, Subpart D – Walking Work Surfaces

1.15 LADDERS

Contractors must have a competent person periodically inspect ladders for defects or damage.

Broken or defective ladders must be removed from the jobsite immediately

Ladders must not be placed in the travel path of a door unless the door is locked or guarded. Similarly, ladders placed in or adjacent to the travel path of motorized vehicles must be protected by securing the ladder to the structure to prevent displacement.

All employees working from ladders must maintain three point contact with the ladder at all times. Employees may not carry any material, while ascending/descending a straight or extension ladder.

Metal ladders are not allowed on CSP sites.

When work on a ladder exceeds 6 feet, the ladder must be tied-off to the structure. If tie-off is not feasible, another employee must hold the ladder when in use.

Step ladders must be fully extended when used.

Employees may not sit on or straddle the tops of stepladders.

Reference: 29 CFR 1926, Subpart X – Stairways and Ladders

1.16 SCAFFOLDS

Scaffolds, whether fabricated on site, purchased, or rented, will conform to the specifications found in 29 CFR 1926, Subpart L – Safety Requirements for Scaffolding.

No scaffold will be erected, moved, dismantled, or altered except under the direct supervision of a competent person(s).

All scaffolds and scaffold components shall be inspected for visible defects by a competent person before each work shift and after any occurrence which could affect a scaffold's structural integrity.

All employees shall receive scaffold training before being allowed to work from any scaffolding.

Rolling scaffolds will maintain a four-to-one height-to-base ratio.

All wheels shall be locked when personnel are working on mobile scaffolds.

The footing for a scaffold will be sound, rigid, and capable of supporting the maximum intended load without settling or displacement.

Base plates or jack stands must be used with all frame scaffolding.

All working platforms shall be fully planked.

All scaffold end frames and panels shall be locked together with pins or equivalent means.

All open sides and ends of working platforms must be protected by guardrails.

To protect against falling objects, toe boards shall be installed or a regulated area established.

A ladder for safe access must be built simultaneously with each additional level of scaffolding.

Scaffolding taller than 4 times the minimum base dimension must be tied, guyed or braced.

Reference: 29 CFR 1926, Subpart L – Scaffolding

1.17 TOOLS

Hand and power tools will be kept in safe operating condition.

Mushroom heads on cold chisels, star drills, etc., shall not be used.

Damaged tools will be identified with a "CAUTION DEFECTIVE – DO NOT USE" tag and removed from the jobsite.

Angle grinders must have the manufacturers' blade guard in place at all times.

Non-sparking tools will be used in areas where flammable materials are handled or where sparks could create an explosion.

Reference: 29 CFR 1926, Subpart I – Tools; Hand and Power

1.18 POWDER/AIR-ACTUATED TOOLS

All manufacturers' instructions concerning service, inspection, and operation will be available for reference.

Tools and powder loads will be stored in a safe place when not in use.

Appropriate warning signs for ear, face, or eye protection must be posted prior to use.

A loaded powder-actuated tool must never be left unattended.

Misfired cartridges will be segregated from fired cartridges and disposed of per manufacturer's recommendations.

Fired cartridges will be disposed of properly and not allowed to accumulate on the floor or in the work area.

Tethers (Whip-Checks) will be used on compressed air lines and couplings with an inside diameter greater than ½ inch.

Compressed air lines will be free of defects such as cracks, kinks, and frays.

Reference: 29CFR 1926, Subpart I – Tools, Hand and Power

1.19 STABILITY CONTROL

Two employees are required to carry material that is bulky, heavy, awkward or longer than 10 feet.

When working on heights, secure tools and equipment. Be especially careful when transporting or placing 4x8 sheets of plywood.

Secure or tie down all light and large-surface-area material that might be moved by high wind.

1.20 HEAVY EQUIPMENT

All tower cranes shall be inspected by a third party prior to erection and use.

Each crane operator will have a current NCCCO license or equivalent.

The employer must designate a competent person to inspect all crane machinery and equipment prior to each use and maintain a record of the dates and results of the inspections performed.

The swing radius of the crane superstructure shall be barricaded to prevent inadvertent entry and subsequent injury.

Whenever the crane operator's view is obscured a signal person shall be used to direct the operator.

Tag lines shall be used to control all loads in congested areas.

A competent person must be designated to supervise the erection, moving or dismantling of any crane.

Heavy equipment operators and riggers will have a signed statement from their supervisor stating that training has been provided for the specific type of equipment being operated.

The equipment operation manual shall be followed at all times. Inspection and training guidelines and requirements for wheel mounted cranes, fork lift trucks, aerial work platforms (scissor lift), and other heavy equipment will be inspected and approved according to manufacturer recommendations. These requirements must be met before work on site.

Roll over protection will be used when conditions or regulations mandate.

Reference: CFR 1926, Subpart N – Cranes, Hoists, Elevators, and Conveyors

1.21 CHEMICALS/SOLVENTS, PAINTS AND HAZARDOUS MATERIALS

All subcontractors shall submit copies of their Hazard Communication Program and the Associated Material Safety Data Sheets to CSP project management prior to beginning work.

MSDS for all chemicals/hazardous materials must be submitted to the Safety Director for approval before being brought on-site. Material Safety Data Sheets will be maintained by the contractor after review and approval by the Safety Director.

Containers of chemicals must be labeled to identify contents. Labels must identify manufacturer, product name, and appropriate hazard warnings.

Chemicals containing cyanide, phenols, mercury, cadmium, chromates, lead, or rare earths will not be used except with the written permission from the Safety Director.

Personal Protective Equipment (PPE) required on the MSDS must be referenced in the contractors work instructions.

Adequate ventilation must be maintained at all times when paints or solvents are used. Flammables and solvents will not be stored or used near welding operations.

Flammable solvents and materials must be used with extreme caution when possible sources of ignition are present.

When flammable or combustible liquids are stored inside buildings, the storage cabinets must be approved for such use. If an approved cabinet is not available, all flammable and combustible liquids must be removed from the building to an approved area.

Flammable liquids must be dispensed from safety cans with flash arresters. The safety can must have a Factory Mutual or Underwriters' Laboratories approval. These containers must be clearly identified as to their contents and with hazard warning labels. No plastic gas containers are allowed on site.

References: 29 CFR 1910, Subpart H – Hazardous Materials; 29 CFR 1910, Subpart N – Materials Handling and Storage; 29 CFR 1910, Subpart I – Personal Protective Equipment

1.22 RELEASE OF POLLUTANTS

The contractor is prohibited from discharging any hazardous substances into onsite drains (sanitary or storm) without specific prior approval from pertinent regulatory agencies. All waste and excess materials must be removed from the site upon completion of the job.

Reference: 29CFR 1910, Subpart G – Occupational Health and Environmental Control; 29CFR 1910, Subpart J – General Environmental Controls

1.23 CONFINED SPACE ENTRY

Confined space entry may include storage tanks, bins, sewers, in-ground vaults, vessels, tunnels, manholes, pits, etc. These enclosures, because of inadequate ventilation and/or the introduction of hazardous gasses and vapors, may present conditions that could produce asphyxiation or injury.

Any employer planning permit required confined space entry must have a written Permit Space Program.

All contractor employees must receive training in confined space entry prior to any confined space work.

References: 29 CFR 1910.146 Confined Space Entry; Reference: CFR 1926, Subpart C– General Safety & Health Provisions

1.24 HEARING CONSERVATION

Subcontractors working at the site are required to meet all applicable federal requirements for hearing conservation. In addition, subcontractors will comply with ACGIH noise exposure limits.

Locations where noise may be excessive at the site must be placarded with caution signs designating the nature of the hazard and necessary controls. If a noise exposure is in question, contact the Safety Director for assistance.

1.25 MATERIAL HANDLING

The weight and center of gravity of the object will be determined before handling.

Capacity of the handling device (crane, fork lift, chain fall, etc.) will not be exceeded.

Rigging from the forks or a bucket without an approved attachment is prohibited.

1.25.1 Slings

All slings and wire rope shall be inspected daily and prior to each use.

Slings and wire rope that show signs of wear and tear such as torn stitching, broken or cut fibers, deterioration – kinking, birdcaging, cracks, worn end attachments or six randomly broken wires in one rope lay or three broken wires in a strand shall be taken out of service tagged and removed from the job.

Bagged material, lumber, bricks, masonry blocks, and similar unsecured-type materials shall not be hoisted by slings unless secured against falling by straps, sideboards, nets, or other suitable devices that fully secure the load.

1.25.2 Taglines

Taglines shall be used for controlling loads when hoisting materials. Exceptions to this requirement can be granted by the Safety Director when it is shown by the contractor that use of taglines creates undue hazards.

1.26 OPEN YARD STORAGE

1.26.1 Combustible Material

Combustible materials shall be stacked securely, and stacks or piles shall not exceed 16 feet in height. No combustible material shall be stored within 10 feet of a building or structure.

1.26.2 Power Lines

Materials shall not be stored under overhead power lines without prior approval.

1.26.3 Access

Driveways between and around combustible storage piles shall be at least 15 feet wide and shall be maintained free from accumulations of material or rubbish. Driveways in open-yard combustible material storage areas shall be planned with a maximum grid system unit of 50 by 150 feet.

1.27 INDOOR STORAGE

1.27.1 Materials

Materials shall be stored in a planned and orderly manner, so as not to endanger the safety of employees. Building floor dead load capacity shall not be exceeded and shelved materials shall not exceed the rated shelving capacities. Stacks, tiers, and piles shall be stable and stacked to facilitate safe handling and loading. Storage of hazardous materials shall be in accordance with the requirements contained in the Material Safety Data Sheet. All materials planned for storage shall have readily available Material Safety Data Sheets.

1.27.2 Access

Materials shall not be placed or stored so as to interfere with access ways, doorways, or hoist ways. Accumulations of scrap or materials shall not be permitted to obstruct access to fire extinguishers, fire hose reels, electrical panels, fire panels, sprinkler heads, exits, etc. Aisle width shall be adequate to accommodate the fire fighting equipment.

1.28 BUILDINGS UNDER CONSTRUCTION

Materials stored inside buildings under construction shall not be placed within 6 feet of any hoist way or inside floor openings, nor within 10 feet of an exterior wall which does not extend above the top of the material stored.

A limited access zone must be established whenever a masonry wall is being built and until such time as the wall is adequately supported. All masonry walls in excess of eight (8) ft. must be braced to prevent overturning unless adequately supported.

1.29 LUMBER

1.29.1 Stability

Lumber shall be stacked on level and solidly supported sills in a manner that the stacks are stable and self-supporting.

1.29.2 Height

Lumber piles shall not exceed sixteen feet (16) in height.

1.30 BRICKS AND MASONRY BLOCKS

1.30.1 Stability

Brick and masonry blocks shall be stacked on level and solid surfaces.

Brick stacks shall not exceed 7 feet in height.

When a loose brick stack reaches a height of 4 feet, it shall be stepped back at least 2 inches in every foot of height above the 4-foot level.

Unitized brick shall not be stacked more than three units in height.

Masonry blocks stacked higher than 6 feet shall be stepped back one half block per tier above the 6-foot level.

1.31 CEMENT AND LIME

Bags shall be removed uniformly from the top of the stacks to avoid tipping of the stacks.

1.31.1 Lime

Un-stacked lime shall be stored in a dry area, and due to fire hazard shall be separated from other materials.

1.31.2 Stacking

Unless laterally supported, sacked cement and lime shall not be stacked over 10 bags high without stepping back the layers and cross-keying the bags.

1.32 SAND, GRAVEL, AND CRUSHED STONE

1.32.1 Bins and Partitions

Material stored against walls or partitions shall not be stored in an amount which will endanger the stability of the wall or partition.

Reference: CFR29, 1926 Subpart H, Materials Handling, Storage, Use and Disposal

1.33 REINFORCING, SHEET, AND STRUCTURAL STEEL

1.33.1 Stacking

Steel shall be safely stacked to prevent sliding, rolling, spreading, or falling.

1.34 PIPE, CONDUIT, AND CYLINDRICAL MATERIAL

1.34.1 Stacking

Pipe, conduit bar stock, and other cylindrical materials, unless placed in racks, shall be stacked on a firm, level surface and shall be blocked to prevent spreading, rolling, or falling; either a pyramided or battened stack shall be used.

Battened stacks shall be stepped back at least one unit per tier and securely chocked on both sides of the stack.

1.34.2 Removal

Removal of pipe or conduit from a stack shall be done from the ends of the pipe or conduit.

1.34.3 Unloading

Unloading from a carrier shall be done in such a manner that no person shall be exposed to the unsecured load.

1.34.4 Protection of Public

In areas accessible to the public, the contractor shall use chocks or other equivalent method to prevent pipe or conduit section from rolling.

1.34.5 Stockpiles

Stockpiles shall be located so as to provide safe access for withdrawing material.

Overhanging of material on vertical faces shall not be permitted