



SUBCONTRACT
Guaranteed Maximum Price Form of Agreement

Job Name: _____

GLY Job No: _____

Subcontract No.: _____

Subcontractor: _____

THIS AGREEMENT, made and entered into this _____ (“Contract Date”), by and between GLY Construction, Inc., hereinafter referred to as “Contractor,” and _____, hereinafter referred to as “Subcontractor.”

WHEREAS, Contractor entered into a contract dated the _____ (“Contract Date”), with _____, hereinafter called the “Owner,” for the construction and performance of _____, hereinafter the “Project,” according to the terms and conditions of said contract and the general specifications and supplements, addenda, general and special provisions and conditions, plans, drawings, and other documents made a part thereof, and all change orders or amendments, collectively referred to as the “General Contract.”

WHEREAS, Subcontractor acknowledges that it is familiar with the General Contract and agrees that the General Contract is a part hereof and is incorporated as a part of this Subcontract and in instances of conflict between the General Contract and this Subcontract the stricter provision shall control.

IT IS HEREBY AGREED AS FOLLOWS:

Subcontractor agrees to be bound to Contractor by the General Contract and any interpretations as to the meaning thereof to the same extent as the Contractor is bound to the Owner, and Subcontractor agrees to strictly comply therewith.

SUBCONTRACT PRICE. In accordance with Article 2 of the Terms and Conditions of this Subcontract, Contractor agrees to pay and Subcontractor agrees to receive and accept as full compensation for doing all work and furnishing all materials, supplies and equipment contemplated and embraced herein, and for well and faithfully completing the work aforesaid and the whole thereof in the manner and according to the requirements of the Contract Documents, the Guaranteed Maximum Price of _____ dollars subject to additions, Change Orders, deletions or Extra Work Orders pertaining to Subcontract items.

1. WORK TO BE PERFORMED:

Subcontractor agrees to furnish all materials, labor, tools, equipment, supervision, supplies, and other items and services herein necessary or required to perform fully and completely, at the price or prices set out herein, all that portion of the work required to be done under the General Contract and all related documents for _____. Subcontractor’s SCOPE OF WORK, hereinafter the “Work,” includes, but is not limited to, the following:

SCOPE OF WORK

2. BASIS FOR SCOPE AND PAYMENT:

2.1 Enumeration of Contract Documents:

The Work of this Subcontract is based on the General Contract and all related documents including the Drawings and Specifications (see attached listing), the Contractor’s Project schedule dated _____ (attached), and also includes, but is not limited to, the following:

Item	Description
	Exhibit “A” - Insurance Requirements
	Exhibit “B” - Subcontractor’s List of Actual Salaries/Wages for Project Staff
	Exhibit “C” - Subcontractor’s Owned Equipment Rental Rates
	Exhibit “G” - Sustainability Requirements
	Exhibit “Z” - Crane Supervisor Checklist and Critical Lift Plan

This listing is not intended to be all-inclusive and Subcontractor remains responsible to identify and perform all Work generally described above and as required by the General Contract.

2.2 Derivation of Contract Amounts:

Cost Code	Description	Amount

Total Contract Sum



SUBCONTRACT
Guaranteed Maximum Price Form of Agreement

2.3 Exclusions:

Item	Description

2.4 Alternates Not Included In Contract Price:

Alternate(s) listed below may be accepted by Contractor | Owner at a later date and added to the Subcontract by change order. Price(s) listed incorporates the full Cost of the Work including all labor, material, equipment, taxes, overhead and profit.

Item	Description	Amount

3. SUBCONTRACTOR RESPONSIBILITIES:

3.1 General Scope:

- .1 No direction shall be taken from architects, engineers, Owner, or anyone other than an authorized representative of Contractor. Authorized representatives on this Project are _____, Project Principal; _____, Project Manager; and _____, Project Superintendent.
- .2 Layouts and field measurements are the responsibility of the Subcontractor. Contractor will provide grid line intersections and an elevation reference point.
- .3 Subcontractor shall provide all necessary lifting and hoisting equipment for material distribution and performance of Work including scaffolding and rigging. If Subcontractor's Work coincides with the Contractor's crane or hoisting equipment on site, Subcontractor may request shared use for hoisting and distribution of bulk materials to accessible areas.
- .4 Delivery and on site storage of material and prefabricated items must be coordinated and approved as to quantity, timing, and location by Contractor AT LEAST 24 HOURS PRIOR to offloading.
- .5 Subcontractor shall submit any shop drawings, samples, or other submittals that require approval no later than _____. Subcontractor shall be responsible for the installation times required for use in the Project Schedule (see Article 1 of Terms and Conditions).
- .6 Subcontractor agrees to work only during those hours established and approved for this Project by Contractor. Contractor must approve in advance any deviations from these approved hours of operation.
- .7 Subcontractor shall provide all traffic control, including flagging personnel and barricades as specifically necessary for the completion of Subcontractor's Work as required.
- .8 Subcontractor shall maintain competent Supervisory Personnel, vested with the authority to act on behalf of Subcontractor, on site at all times that Subcontractor is performing work on site.
- .9 Subcontractor shall utilize union labor to the extent required to comply with Contractor's union agreements.
- .10 Subcontractor shall maintain Daily Logs sufficient in form and substance to meet requirements of Contractor, which Subcontractor shall submit to Contractor upon request.
- .11 Contractor is using the platform PlanGrid as a means for sharing/distributing written information in lieu of some of the more conventional means/methods (fax, email, mail, etc.) in accordance with the General Contract. Notice of available documentation/information will still be given via conventional means but may refer to a source document posted on PlanGrid. PlanGrid is also a means for the Contractor to give information for which the Subcontractor can refer back to. The required hardware is a PC with internet connection. Subcontractor will also be required to have a PlanGrid license. If Subcontractor does not already have PlanGrid licenses, one can be obtained through PlanGrid at their price or from GLY at its current rate per named user license (no sheet limit). A license obtained from GLY shall be good for one (1) year from date of purchase. If a longer time period is needed it can be renewed for an additional year at the then current rate. The annual rate will be updated each year at the beginning of each calendar year. It is Subcontractor's obligation to contact Contractor to request access to PlanGrid. To do so, please reach out to Project Coordinator. Lastly, Subcontractor understands and agrees that each employee is to be the sole user of his/her assigned access password and shall not share or disseminate same; any such action shall constitute a breach of this Subcontract by Subcontractor and may expose Subcontractor to termination and/or penalties and/or damages.
- .12 Subcontractor and any of its sub-tier subcontractors and suppliers shall provide Environmental Product Declarations (EPD) for its materials where available.



SUBCONTRACT Guaranteed Maximum Price Form of Agreement

- .13 Subcontractor shall comply with any Contractor, Owner, or government mandate(s) or directive(s) regarding vaccination status and/or testing for contagious illness. When vaccination is required, Subcontractor assumes full responsibility for vaccination verification of its employees and the employees of any sub-tier subcontractor or supplier and shall complete and/or provide any documentation required. Subcontractor attests to the truthfulness and accuracy of any declaration and/or verification provided by it or its sub-tier subcontractors and suppliers and further assumes liability and/or responsibility for fines, penalties, claims, losses, damages and/or costs resulting from any inaccuracy or non-compliance. Subcontractor shall pass this requirement on in full to its sub-tier subcontractors and suppliers, without exception.
- .14 Contractor is using Oracle Textura Payment Management (TPM) system as a means for collecting all Applications for Payment and all supporting documents (including, but not limited to: lien waivers, sworn statements, statutory declarations and the like) for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Oracle Textura Payment Management (TPM) system. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of TPM. Subcontractor shall include a similar provision in its sub-subcontracts and purchase orders. Fees to Subcontractors are calculated as 0.22% (22 basis points) of contract value (plus applicable taxes), with a maximum fee of \$5,000.00. Multiply your contract value by 0.0022 to determine your fee, ex \$100,000 contract will incur a \$220.00 fee (plus applicable taxes). Fees to Subcontractors' sub-subcontractors and suppliers are a fixed fee of \$100 per sub-subcontractor or supplier contract.

3.2 Safety:

- .1 **SAFETY ON OUR JOBSITE IS VITAL:** Subcontractor, Subcontractor's sub-tier subcontractors and their respective employees, shall take all reasonable and necessary safety precautions pertaining to Work and the conduct thereof, including, but not limited to, compliance with all applicable laws, ordinances, rules, regulations and orders issued by public authority, whether federal, state, local, OSHA, DOSH or other State or Federal regulatory agency, and any safety measure requested in good faith by Contractor, including, but not limited to, substance abuse testing, and all laws or regulations that incorporate ASME standards and definitions relating to crane operations (including completing and returning an executed Crane Supervisor Checklist, included as page 1 of Exhibit "Z" hereto, to Site Superintendent for every task involving rigging and/or hoisting as per ASME).
- .2 **FALL PROTECTION AND SAFETY PLAN:** According to DOSH regulation #WAC296-880-10020, proper fall protection and safety shall be observed at all times. A job-specific Safety and Fall Protection Plan shall be submitted, for Contractor's approval prior to commencement of the Work. Contractor does not recognize the "monitor system" as an approved method of fall protection.
- .3 Subcontractor shall at all times be responsible for the work performance of the Work and safety of all employees, personnel, equipment and materials within Subcontractor's or its sub-tier subcontractors' care, custody or control.
- .4 Subcontractor shall immediately provide Contractor with notice (verbal and written) of any safety hazards, unsafe condition or practice in any way observed or made known to Subcontractor on Jobsite or Project.
- .5 Subcontractor, its sub-tier subcontractors, all their respective employees, agents and visitors are required to wear appropriate clothing, safety glasses, orange vests and hard hats at all times while on the Jobsite. It is the Subcontractor's responsibility to provide such parties with required safety gear. Subcontractor, Subcontractor's sub-tier subcontractors and their respective employees will at all times utilize safety equipment and protective gear appropriate to any Work being performed (ear protection, respirators, etc.).
- .6 In the event Subcontractor does not promptly correct any safety violation, Contractor may order Subcontractor to stop work in the affected area until the violation is corrected and/or correct the violation and reduce amounts otherwise owing to the Subcontractor by the cost thereof.
- .7 Subcontractor agrees to defend, indemnify, and hold Contractor harmless from any governmental agency claims, demands, proceedings, violations, penalties, assessments or fines that arise out of or are related to Subcontractor's failure to comply with any safety-related laws, ordinances, rules, regulations, orders or obligations hereunder.
- .8 Subcontractor shall immediately notify Contractor, and subsequently supply all reports, information and documentation as requested by Contractor, regarding any injuries to any parties related to Work performed under this Subcontract. Furthermore, Subcontractor shall promptly notify the Contractor in writing of any claims made or legal action taken against the Subcontractor related to safety on this Project. Subcontractor shall ensure that its employees and all of its sub-tier subcontractor employees cooperate with any investigations performed by Contractor in a timely manner.
- .9 Contractor may direct Subcontractor, to remove from the Jobsite, any of its employees, sub-tier subcontractors' employees, agents or visitors not in compliance with the Jobsite safety rules.



SUBCONTRACT Guaranteed Maximum Price Form of Agreement

- .10 Subcontractor acknowledges that violations of Contractor's safety program are of grave importance with the potential to threaten bodily injury to its workers and those other persons in the vicinity, the loss of property and are generally detrimental to the Project as a whole and as such agrees that all Contractor directed recommendations and requests shall be strictly and immediately adhered to at all times and further agrees that Contractor has the right to assess fines for such violations and seek reimbursement for added Contractor supervision during Subcontractor's presence on the Jobsite both of which Subcontractor shall promptly pay to Contractor.
- .11 **IMPORTANT:** Subcontractor is required to attend a preconstruction meeting prior to mobilization and all subsequent on-site safety meetings held by Contractor throughout the duration of Subcontractor's performance of its Work.
- .12 Subcontractor shall predetermine the existence of a Critical Lift in accordance with Section "G" of Contractor's Critical Lift Plan (see Exhibit "Z" hereto) and shall fully comply with Contractor's Critical Lift Plan and shall coordinate all Critical Lifts with Contractor's Superintendent. Further, in every instance of a Critical Lift, Subcontractor shall:
 - .1 Provide Contractor with a copy of a fully executed written agreement between it and any of its equipment suppliers and/or subcontractors having involvement with the Critical Lift. Said written agreement shall incorporate, at a minimum, the safety protocols and insurance requirements (including the identical Additional Insured requirements) of this Subcontract.
 - .2 Provide Contractor with a Certificate of Insurance acceptable to Contractor evidencing, at a minimum, compliance with the insurance requirements of this Subcontract.
 - .3 Any time structural accessories are added to a mobile crane standard configuration, contract and coordinate a third-party inspection and testing agency to be present at the jobsite on the day of the modified mobile crane assembly to perform third party inspection and approval of all mobile crane accessories. Said third party inspection will ensure visual review of all structural accessories, including but not limited to: welds, fasteners, lacings, and components of the luffing lattice jib. Once structural accessories have been added and visually inspected, a load test will be performed to no less than 85% of rated capacity at a 25 degree angle and held for no less than 5 minutes. Written evidence of the third-party inspection contract, inspection results and load testing results shall be provided to Contractor.
 - .4 Ensure that a representative of Subcontractor, acceptable to Contractor, is present on the jobsite during any Critical Lift and, when requested by Contractor, at any relevant meetings prior to the Critical Lift.
 - .5 Complete and return a fully executed copy of Exhibit "Z" hereto to Contractor's Site Superintendent.
 - .6 At least 10 working days prior to crane mobilization, Subcontractor shall provide the following to Contractor for review and approval:
 - .a Executed contract between Subcontractor and crane company stating that GLY Construction, Inc. will be named as an additional insured.
 - .b Certificate of Insurance from crane company naming GLY Construction, Inc. as an additional.
 - .c Site Specific Safety Plan from all parties involved (hoisting company, Subcontractor and any other sub-tier).
 - .d Fall protection plan if any Work requires tie off or work over 4'.
 - .e Full Pick Plan including, but not limited to: weights, radius, capacities, crane configurations and wind thresholds for mobile cranes.
 - .f Full Rigging Plan including, but not limited to: a plan for each individual pick, load and hoisting sequence, and all under the hook attachments.
 - .g All crane certifications.
 - .h All operator and rigger certifications.
 - .i Traffic control plan with noise variance if applicable. Subcontractor shall take into account pedestrian routing and sidewalk closures.
 - .j Trucking route to suppliers.
 - .k Subcontractor shall notify all sub-tiers that attendance shall be required at Contractor provided job site orientations prior to any work on site.
 - .l Other requirements stated in Section 3.2.12 of this Subcontract.
- .13 In order to effectively promote safety at the site, Subcontractor shall identify, prior to commencement of its Work, an employee or officer of Subcontractor who is responsible for job site safety, and such employee or officer shall report to Contractor and respond to all inquiries or concerns of Contractor during the course of its Work.
- .14 Subcontractor shall submit required safety documentation using Salus (Contractor's safety management program) if required for this Project including, but not limited to: job hazard analysis and weekly safety audits. Documentation must be uploaded on a weekly basis to the Salus program.



SUBCONTRACT Guaranteed Maximum Price Form of Agreement

.15 Subcontractor shall not use restricted tools on the Project including, but not limited to: single trigger band saws.

3.3 Hazardous Materials | Pollution Control:

- .1 Before transporting, storing or using at the Project any material or substance considered hazardous under applicable federal, state or local law, regulation or ordinance, Subcontractor shall furnish Contractor with a copy of the Safety Data Sheet for such material or substance, and Subcontractor shall file a copy of such Safety Data Sheet for such material or substance and documentation as may be required by the proper authorities.
- .2 Subcontractor shall notify Contractor in advance of transporting, storing or using any hazardous materials on the Project site. Subcontractor shall label all hazardous materials on the Project site, and shall be solely responsible for the proper storage, protection, removal and disposal thereof.
- .3 Subcontractor shall immediately notify Contractor in writing if Subcontractor becomes aware of the presence of any hazardous materials in, on, under or about the premises, or of any occurrence or condition on any real property adjoining or in the vicinity of the premises which could be introduced onto or into the Project or the surrounding atmosphere or persons engaged in the performance of the Work, Subcontractor, any sub-subcontractors, material suppliers, or any person or entity under the direct control of any of them.
- .4 Pollution control during construction shall be in compliance with all Federal, State, City and Local noise, air and water quality standards. The Subcontractor will be responsible for compliance, control, damage, remediation and any fines associated with pollution caused by its Work or the Work of its sub-tier subcontractors, suppliers, or any employee or agent thereof.

3.4 Excavation / Trenching:

Subcontractor shall verify the location of all existing utilities and make all necessary notifications to the appropriate agencies prior to commencing excavation and/or trenching. Damage to existing utilities caused by Subcontractor's operations shall be repaired immediately at Subcontractor's expense.

3.5 Intentionally Deleted

3.6 Contract Handling:

- .1 Execution of this document: Please sign the Subcontract Agreement at the signature block(s) provided following the Indemnification Section and the Terms and Conditions.
- .2 Return all copies for Contractor's signature. (A fully executed copy will be returned for your records.)
- .3 **IMPORTANT: Do Not Alter This Contract.** All requests for modifications or clarifications to any aspect of the Scope of Work or exclusions should be directed to GLY Project Manager, _____. All requests for modifications or clarifications to the Terms and Conditions or other contract provisions, should be directed to GLY Contracts Manager, Amie Smith at amie.smith@gly.com.

3.7 Monthly Draw Requests:

- .1 Subcontractor shall submit monthly draw requests on the enclosed "Subcontractor Application for Payment Form" no later than the 20th of each month. Invoices not received by this deadline will be processed the following month. All draw requests shall be on a percentage of completion basis on pre-approved schedule of values.
- .2 Subcontractor must provide all waivers and release of liens on form or forms as required for this Project in a timely manner. Unless indicated otherwise, an interim unconditional waiver and release of lien form must be signed, notarized and returned to Contractor before subsequent progress payments will be released. In addition, Subcontractor is required to obtain and provide to Contractor, appropriate waiver and release of lien forms, from all material suppliers or sub-tier subcontractors who file a preliminary notice of intent to lien on the Project relating to Work performed or materials supplied under this Agreement. Failure to provide these lien waivers will result in delay of further payments. Final waiver and release of lien form(s) will be required for final payment. Electronic waivers can be downloaded at <https://www.gly.com>.
- .3 Additional Project specific billing requirements, if any, will be provided under separate cover.

3.8 Correspondence:

- .1 All correspondence on this Project should be directed to _____, GLY Project Manager at P.O. Box 6728, Bellevue, WA 98008-0728.
- .2 Jobsite Address:



SUBCONTRACT
Guaranteed Maximum Price Form of Agreement

Jobsite Phone:

3.9 As-Builts:

Subcontractor shall continuously update a set of as-built drawings as the job progresses to represent the as-built condition. Subcontractor shall maintain at the Jobsite, one set of documents as a master record set to indicate the as-built condition. This record document set shall be available for Contractor's inspection and audit.

4. INSURANCE:

4.1 Insurance Requirements:

Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, in companies acceptable to Contractor as required in **EXHIBIT "A" INSURANCE REQUIREMENTS** as attached hereto and incorporated fully herein.

4.2 Property Insurance: Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

- .1 Upon written request of Subcontractor, Contractor shall provide Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment insurance in force for the Project and procured by Contractor. Subcontractor shall satisfy himself as to the existence and extent of such insurance prior to commencement of Subcontractor's Work.
- .2 If Builder's Risk insurance purchased by Owner or Contractor provides coverage for Subcontractor for loss or damage to Subcontractor's Work, Subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to Subcontractor's Work and/or damage to other work caused by Subcontractor.
- .3 If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, Subcontractor shall procure and maintain at its own expense property and equipment insurance for portions of Subcontractor's Work stored off the site or in transit.
- .4 If Owner or Contractor has not purchased Builder's Risk or equivalent insurance including the full insurable value of Subcontractor's Work, then Subcontractor may procure such insurance at its own expense as will protect the interests of Subcontractor, and its sub-tier subcontractors in the Work. Such insurance shall also apply to any of Owner's or Contractor's property in the care, custody or control of Subcontractor.

5. GUARANTEED MAXIMUM PRICE CONTRACT SUM:

5.1 The Contractor shall pay the Subcontractor for the Subcontractor's performance of the Subcontract, the contract sum consisting of the **Subcontractor's Overhead and Profit** identified in Subparagraph 6.1.31 and **Cost of the Work** as defined below:

- .1 The sum of the Cost of the Work and the Subcontractor's Overhead and Profit is guaranteed by the Subcontractor not to exceed the sum of \$ _____ (Guaranteed Maximum Price) subject to Additions, Change Orders, Deletions or Extra Work Orders pertaining to Subcontract items.
- .2 In the event the sum of the **Cost of the Work** and the **Subcontractor's Overhead and Profit** is less than the **Guaranteed Maximum Price**, the difference (**Savings**) shall be distributed between the Contractor and Subcontractor as follows:

Contractor _____ %
 Subcontractor _____ %

Any savings retained by the Subcontractor is limited to _____ % of total Subcontract Price before savings.

6. COST OF THE WORK:

6.1 Costs To Be Reimbursed:

Reimbursed costs shall be those costs necessarily incurred by the Subcontractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the location of the Project except with prior consent of the Contractor and shall be in accordance with the Agreement between Owner and Contractor except as specifically modified herein. The costs allowed are limited to those items set forth in the subparagraphs below. Subject to the



SUBCONTRACT Guaranteed Maximum Price Form of Agreement

Guaranteed Maximum Price and specifically excluding Costs Not To Be Reimbursed per Article 6.2, the "Costs of the Work" shall include the items set forth below:

- .1 Amounts due under subcontracts, supply agreements and purchase orders made in accordance with the provisions of this Agreement including the costs of transportation and storage. In the event that Subcontractor utilizes affiliated entities to perform a portion of the Work, the same provisions of this Subcontract shall apply to the affiliate's costs, and no additional markup shall be allowed on the affiliate's cost. In the event that Subcontractor desires to use affiliated entities to perform a portion of the Work on a fixed price basis, Subcontractor must first obtain approval from Contractor and demonstrate that the affiliate's price is advantageous by obtaining competitive bids as directed by Contractor.
- .2 Wages and salaries for all labor, including Worker's Compensation insurance, benefits and taxes as described in subparagraph 6.1.14 of this section, including services for Project Manager, Project Superintendent, field Superintendents, assistants to superintendents, engineers, draftsmen, salaried foremen, timekeepers, field accountants, paymasters, clerks, expeditors, inspectors, tradesmen, and such others as may be necessary for the proper conduct of the Work, employed by the Subcontractor at the Jobsite (and in the case where Subcontractor has an off-site fabrication facility, any labor performed at the fabrication facility specifically for the Project). In all cases, actual labor costs and actual labor burden will be a reimbursable cost, and percentage markups for labor burden will not be allowed. The wages and salaries of Subcontractor's employees that are expected to be charged to the Project shall be as set forth in Subcontractor's List of Actual Salaries/Wages for Project Staff (Exhibit "B" hereto) and supplied to Contractor. Subcontractor's Project Manager is a reimbursable cost, whether stationed on or off site, to the extent of actual time spent on the Project. This time will be accounted for on a time card, which shall be kept contemporaneously and retained for inspection if required by the Contractor. To the extent that pre-construction, design and/or engineering services are provided, they will be a reimbursable cost only to the extent approved in advance by the Contractor and then under the same provisions described in this paragraph.
- .3 The cost (including transportation, storage, operating, maintenance and repair costs), of all materials, temporary structures, and small tools (non-power tools with a cost of less than \$200) not owned by workmen of Subcontractor or supplies purchased for use on the Jobsite. If the cost of any small tools purchased by Subcontractor pursuant to this paragraph is included in the Cost of the Work, such tools shall become the property of the Contractor upon completion. At the request of Contractor, any such small tools will be sold by Subcontractor and the salvage value received shall reduce the Cost of the Work. Any tools or equipment (including computers, software or other office equipment) with a cost in excess of \$200 shall not be a reimbursable cost, but shall be capitalized by Subcontractor and rented to the Project in accordance with subparagraph 6.1.4 below.
- .4 The cost of all rental equipment or materials, including any repair and maintenance costs except normal wear and tear. Rental equipment shall be obtained from the lowest cost rental source whether it be the Subcontractor or a third party. The rental equipment rate for equipment owned by Subcontractor shall be charged at the lowest of seventy five percent (75%) of the current Associate Equipment Distributors (AED), Mechanical Contractors Association of America (MCAA) or National Electrical Contractors Association (NECA) published rate, seventy five percent (75%) of local market rates. Repair and/or maintenance of Subcontractor's equipment is not intended to restore Subcontractor's equipment to a condition better than it was when it initially came to the Project. With respect to Subcontractor-owned equipment, rental shall be based on monthly rates but prorated on a daily basis. All rental equipment owned by Subcontractor that has been used to construct the Project and that has accumulated rental charges equal to seventy five percent (75%) of the Subcontractor's current replacement cost shall be provided for the duration of the Project at no additional rental cost and shall remain as property of the Subcontractor.
- .5 Actual expenses of reasonable traveling by representatives of the Subcontractor incurred in obtaining or inspecting materials, or for other purposes applying to the Work, and by mechanics or laborers and the Subcontractor's staff employees in the case it is necessary to secure them at a distance from the Site; travel outside Western Washington must be approved by the Contractor in advance. Normal commuting costs to and from the Jobsite will not be a reimbursable cost unless approved in advance by the Contractor.
- .6 The cost of renting, subject to the approval of the Contractor, real property necessary for storage, job office, or performing any other part of the Work.
- .7 The cost of telephone, local area networks (LAN), internet provider service fees, telegrams, postage, photographs (including negatives) and similar items, blueprints, transportation and storage charges, surveys, and soil and other investigations, incurred at the Jobsite. Cell phone or similar costs will be a reimbursable cost proportionate to the time that the employee using the cell phone or equivalent is chargeable to the Project during the time frame covered by the cell phone or equivalent billing period.
- .8 The cost of protecting, crossing or alerting any public utility on or adjacent to the Site.
- .9 Premiums and any deductibles (other worker's compensation policy deductibles) on all insurance authorized and procured by the Subcontractor under the Contract Documents; provided, however, that the deductible portion of any loss resulting from the negligence, willful act intended to cause harm or injury, or violation of written state, federal or local laws, statutes, ordinances or regulations by the Subcontractor, its subcontractors, or their employees shall not be included in the Cost of the Work.
- .10 Fees for all permits, licenses and patents and royalties, if any, which are required to be provided by Subcontractor under this Subcontract.



SUBCONTRACT
Guaranteed Maximum Price Form of Agreement

- .11 The cost of engineering and accounting services directly related to the Work which are performed at the Jobsite.
- .12 The cost of obtaining and using all utility services required to be provided by Subcontractor under this Subcontract.
- .13 Materials, supplies, equipment, temporary heat, light, power, water, freight, and temporary structures required for proper execution of the Work, maintenance required for any of such items, and all sales and other taxes related thereto.
- .14 Federal, state, municipal and other taxes, and such actual employee benefits, pension, apprentice training and employment fund contributions as required under the applicable Union contracts and tax codes; including for salaried employees, all benefits uniformly applied and actually paid by Subcontractor; except for performance bonuses and those benefits based on profits.
- .15 The costs of royalties, damages for infringement on patents, and costs of defending suits therefore for causes other than (a) negligence, (b) willful acts intended to cause harm or injury, or (c) violation of written state, federal, or local law, statutes, ordinances, or regulations, by the Subcontractor, its sub-tier subcontractors or their respective employees, for construction methods or techniques required by the Owner shall be added to Guaranteed Maximum Price, without any increase in Subcontractor's Fee, unless Subcontractor demonstrates that its actions were in accordance with standard industry practice and/or the non-compliance related to requirements which are seldom applied to such work or are subjective in nature.
- .16 Paid time off for vacations, holidays, sick leave or personal leave for supervisory or administrative personnel shall be direct charges to the Cost of the Work provided the Project duration is twelve (12) months or longer. When the Project duration is less than twelve months, the paid time off for vacations for personnel stationed at the jobsite shall be prorated to the Cost of the Work in the same proportion as the Project duration is to one year. Other paid time off for holidays and sick or personal leave for personnel not stationed at the jobsite shall be recovered within the Subcontractor's fee.
- .17 Premiums and fees for all performance and payment bonds as required by the Contractor for the Subcontractor. The cost of bonds if required by Contractor may be paid as a reimbursable expense outside of the Contract amount.
- .18 Other expenses or charges incurred in the prosecution of the Work and approved in writing by the Contractor.
- .19 To the extent that any of the foregoing items are not net, the amount of all trade discounts, rebates or other credits received by the Subcontractor shall be deducted from the Cost of the Work.
- .20 Overtime premium shall be included in the Cost of the Work, to the extent actually paid to employees on the Project. For the purposes of this paragraph, overtime shall be deemed to include payroll taxes and insurance premiums actually incurred. No overtime premium shall be included in the Cost of the Work if the occasion for such overtime shall be the negligence of the Subcontractor.
- .21 Incidental supplies and expenses incurred in performance of the Work on Site which are normally considered expendable such as office supplies, files, sandpaper, emery paper, light globes, paint brushes, lumber crayon, hand lines, etc.
- .22 Cost of housekeeping, cleanup and debris removal on the Project Jobsite.
- .23 Costs incurred to comply with safety requirements, but not including any fines for safety violations.
- .24 Actual costs incurred as a result of an emergency affecting the safety of persons and/or property located at the Site, excluding those caused by or arising from Subcontractor's failure to comply with the Contract or the negligence, willful act intended to cause harm or injury, or violation of written, state, federal or local laws, statutes, ordinances or regulations by the Subcontractor, its subcontractors or their respective employees or agents.
- .25 Costs incurred for security or guard service with the Contractor's prior approval.
- .26 The Cost of the Work shall include (but the same shall not be reimbursable to Subcontractor as set forth below in Costs Not to be Reimbursed and no Subcontractor's Fee shall be paid) any amount or expense paid or incurred by Owner or Contractor to persons other than Subcontractor as a result of the breach of any obligation of Subcontractor under the Contract Documents, including the cost or expense of Owner and/or Contractor to perform any such obligation. Except in the event of an emergency involving the threat of damage to persons or property, no such expenses shall be paid or incurred by the Owner and/or Contractor unless Subcontractor fails within seven (7) days after receipt of written notice from Owner and/or Contractor to commence and continue correction of such default or neglect with diligence and promptness.
- .27 Pre-construction costs authorized by Contractor.
- .28 For mechanical or other subcontractors with a fabrication facility, shop burden shall be a reimbursable Cost of the Work at ____% of the sum of allowable direct base wage for shop labor plus associated actual union fringe benefits as paid under applicable union labor contracts.
- .29 Intentionally Deleted
- .30 Cost of warranty is agreed to be ____% of allowable direct unburdened field labor costs.
- .31 Subcontractor's Overhead and Profit as a percent of allowable Cost of the Work as follows:
 _____% Overhead + _____% Profit = _____% Fee



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6.2 Costs NOT To Be Reimbursed:

Except as specifically provided for in Cost of the Work, reimbursement of expenses to Subcontractor shall not include:

- .1 Salaries or other compensation of Subcontractor's personnel normally situated at the Subcontractor's principal office and branch office without prior approval of Contractor, or for any officer of Subcontractor except as expressly provided in Cost of the Work.
- .2 Expenses of Subcontractor's Principal and Branch Offices other than the Field Office.
- .3 Any part of Subcontractor's capital expenses, including interest on Subcontractor's capital employed for the Work.
- .4 Overhead or general expense of any kind, except as may be expressly included in Cost of the Work.
- .5 Costs due to the (a) negligence, (b) willful acts intended to cause harm or injury, or (c) violation of written state, federal, or local law, statutes, ordinances, or regulations, by the Subcontractor, its sub-tier subcontractors or their respective employees, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable.
- .6 The cost of any item not specifically and expressly included in the items described above, except with the Contractor's prior written approval.
- .7 Costs in excess of the Guaranteed Maximum Price.
- .8 The Cost of the Work shall include (but the same shall not be reimbursable to Subcontractor) any amount or expense paid or incurred by Owner and/or Contractor to persons other than Subcontractor as a result of the breach of any obligation of Subcontractor under the Contract Documents, including the cost or expense of Owner or Contractor to perform any such obligation. Except in the event of any emergency involving the threat of damage to persons or property, no such expenses shall be paid or incurred by the Owner and/or Contractor unless Subcontractor fails within seven (7) days after receipt of written notice from Contractor to commence and continue correction of such default or neglect with diligence and promptness.
- .9 Unless purchased at the direction of the Contractor, the costs of purchase, maintenance and operation of any computer located at Subcontractor's principal office, or branch offices.
- .10 Costs of any fines as imposed by DOSH, OSHA, or other regulatory agency for violations which occur during performance of the Work, including, but not limited to, and without limitation, all acts and omissions which relate to or arise from, in any way, the performance of the Work of Subcontractor, its agent, sub-tier subcontractors, supplier or materialmen on the Project.
- .11 Any accrual costs not identified in Costs of the Work.
- .12 Any amount or cost which is inconsistent with the pre-contract disclosure of pricing by the Subcontractor that Contractor has not otherwise approved in writing.

7. INDEMNIFICATION:

Subcontractor agrees to defend, indemnify and hold harmless Contractor and Owner, hereinafter referred to as "Indemnitees" from any and all claims, demands, losses and liabilities resulting from or connected with services performed or to be performed under this Subcontract by Subcontractor or Subcontractor's agents or employees to the fullest extent permitted by law and subject to the limitations provided below.

Subcontractor's duty to indemnify Indemnitees shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Indemnitees or the agent or employees of Indemnitees.

Subcontractor's duty to indemnify Indemnitees for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) Indemnitees or the agents or employees of Indemnitees and (b) Subcontractor or Subcontractor's agents or employees, shall apply only to the extent of negligence of Subcontractor or Subcontractor's agents or employees.

Subcontractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Further, the indemnification obligation under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability acts or other employee benefits acts; provided Subcontractor's waiver of immunity by the provisions of this paragraph does not include or extend to any claims by Subcontractor's employees directly against the Subcontractor.

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

Subcontractor's duty to defend, indemnify and hold harmless the Contractor and any other indemnified party begins at the time of the incident and may not be rejected pending a legal complaint or demand.



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Guaranteed Maximum Price Form of Agreement

THE UNDERSIGNED HEREBY CERTIFY THAT THIS INDEMNIFICATION OBLIGATION AND THE WAIVER HEREIN OF THE IMMUNITY GRANTED BY THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW WAS MUTUALLY AND SPECIFICALLY NEGOTIATED.

CONTRACTOR:

GLY Construction, Inc.
PO Box 6728, Bellevue, WA 98008-0728
425.451.8877 | Fax 425.453.5680
Contractor's License No. GLYCOI*01809

Authorized Signature: Project Manager

Date

SUBCONTRACTOR:

Authorized Signature

Date



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ARTICLE 1. COMMENCEMENT AND PROGRESS OF WORK

- .1 Time Is Of The Essence Of This Agreement - Subcontractor agrees to comply with and perform the Work of this Subcontract to the full and complete satisfaction of the Contractor and the Owner, according to the requirements of the Contractor's construction schedule as Contractor may from time to time determine and submit to the Subcontractor. Within three (3) calendar days after being notified by Contractor, Subcontractor shall commence actual construction Work hereunder at such point or points at the site of the Work, or to deliver such needed materials and supplies as and when required to such storage or Work areas, or both, as Contractor may designate and to thereafter continue diligently in the performance of the Work.
- .2 Upon request, the Subcontractor shall prepare and submit to the Contractor for approval a practicable progress schedule in the form requested to meet the dates as shown by Contractor's current construction schedule and showing the order in which Subcontractor proposes to carry on the Work and the date on which it will start the salient features (including drawings, procurement of materials, plant and equipment and the contemplated dates for completing the same). The Subcontractor shall enter on the schedule the actual progress at the end of each month or at such intervals as directed by Contractor, and submit two (2) copies to the Contractor's Project representative.
- .3 Subcontractor shall keep Contractor fully and formally advised at all times of any pending or possible delays in deliveries and/or Work accomplished which could impact immediate or long range scheduling of this Project.
- .4 If the Subcontractor falls behind the progress schedule, the Subcontractor shall take such steps as may be necessary to improve the subcontract progress, and Contractor may require Subcontractor to increase the number of shifts and/or overtime operations, days of Work, and/or increase equipment and/or tools being used, and to submit for approval such supplementary schedule or schedules as may be necessary to demonstrate the manner in which the agreed rate of progress will be regained.
- .5 The Subcontractor agrees to submit all shop or fabrication drawings, design, and performance data, tests, samples, templates, operating and/or maintenance manuals; together with any and all other data related to the materials, methods, and equipment used or proposed for use in the performance of this Subcontract promptly and/or as directed by Contractor or required by the General Contract, and in sufficient number to provide adequate information to all parties requiring same. Approval of any of the foregoing by the Contractor, the Owner or the Owner's Representative shall under no circumstances alter the requirements of the subcontract documents for quality, quantity, finish dimension, design, and configuration; nor shall such approval constitute acceptance by the Contractor of any method, material, or equipment not ultimately acceptable to the Owner or the Owner's Representative.
- .6 In the event any acts or omissions of Subcontractor delay Contractor in meeting its own construction schedule or that of any other subcontractor in the performance of the Work under the General Contract resulting in penalties, liabilities or damages under the General Contract, Subcontractor agrees to indemnify and hold Contractor harmless from any penalties, liabilities, and/or damages, and to promptly pay to Contractor any such costs, penalties, liabilities or damages so incurred.
- .7 Violation by Subcontractor of any of the provisions of this Article shall be grounds for the Contractor to exercise the rights provided by Article 10 hereof.

ARTICLE 2. BASIS AND SCOPE OF PAYMENT

Payment, except as elsewhere herein specified, will be made to the Subcontractor for Work actually performed and completed, as measured and certified by the Owner's Representative or by the Contractor, which shall be accepted by the Subcontractor as full compensation for furnishing all material and for doing all Work contemplated and embraced in this Agreement; for all loss and damage arising out of the nature of the Work aforesaid, and for all risks of every description connected with the said Work. Subcontractor expressly agrees that payment by Owner is an express condition precedent to Contractor's obligation to pay Subcontractor and Subcontractor assumes the risk of nonpayment or delayed payment by Owner. Nothing contained herein shall be construed to limit Subcontractor's lien rights or legal right to recover unpaid sums from the Owner.

ARTICLE 3. PARTIAL PAYMENT(S)

Upon timely application, partial payments for Work performed under this Agreement will be made by Contractor as and when it is paid therefore by Owner (provided Subcontractor has complied with all other requirements to receive payment), and will equal the value of the Work done by Subcontractor (see Article 2 above) less 5% retainage, and less the sum of previous payments. Provided, that if Subcontractor is indebted to Contractor or anyone else for cash advances, supplies, materials, equipment, rental, or other charges, the amount of such indebtedness may be deducted by Contractor from any payment or payments made under this provision. Provided, further, that the Contractor may from time to time require and Subcontractor shall promptly provide a statement in writing setting forth what amounts, if any, are due or payable by Subcontractor to third parties for labor, materials, taxes, equipment, and/or supplies in connection with, or arising out of the performance of Subcontractor. Subcontractor further agrees to make available to Contractor throughout the course of the Project such financial records and information as are reasonably necessary, in Contractor's discretion, to evaluate Subcontractor's ability to continue to perform the Work and meet its obligations as set forth in this Agreement. Contractor may withhold, or may pay directly or by joint check, all upon the account of Subcontractor, such sums as the Contractor reasonably may determine are necessary to secure and protect the Contractor or the Owner from claims or liens that may be asserted by said third parties.



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ARTICLE 4. FINAL PAYMENT

- .1 Upon the completion of the contract and payment therefore in full by the Owner, the Subcontractor will be paid the remaining amount due Subcontractor under this Agreement. All prior partial payments shall be subject to correction in the final payment. Final payment as herein provided shall release the Contractor from any further obligations whatsoever in respect to this Agreement. Subcontractor shall, as a condition precedent to final payment, and before payment of said remaining percentages, execute and deliver to Contractor a full and valid release and complete discharge of and from any and all claims and demands whatsoever for all matters growing out of, or in any manner connected with or founded upon, this contract or the Work contemplated thereby.
- .2 It is understood and agreed that Subcontractor shall receive no compensation for any Work done by it which is not approved and accepted by Owner (see Article 2 above).
- .3 Pertaining to final closeout requirements, no payments beyond 95% will be released until all warranties, Operations and Maintenance Manuals, extra material, and any other special requirements have been submitted as specified.

ARTICLE 5. SUBCONTRACTOR'S PRECONTRACT INQUIRY

Subcontractor acknowledges responsibility, prior to entering this Subcontract, to investigate and familiarize itself with all laws, ordinances and regulations applicable to Work under this Subcontract; with the availability and adequacy of personnel, workmen, material, supplies, equipment, power, utilities, fuel, etc., and, with respect to each of the foregoing, the cost and suitability thereof; with the prevailing wage scales, union scales, benefits and working conditions, craft jurisdictions, craft area practices, existing labor agreements, with all options, site conditions, considerations and restrictions, lease agreements, royalties, underground conditions, prevailing weather and climatological conditions and history; and any other factor or factors which may affect Subcontractor's Work under this Subcontract. The Subcontractor hereby warrants and agrees that it has investigated all such matters and familiarized itself therewith to the extent that it deems necessary. Subcontractor further agrees that Contractor shall not be liable to Subcontractor on any claim for additional payment or additional time or any claim whatsoever if such claim directly or indirectly results from Subcontractor's failure to investigate and familiarize itself sufficiently with the conditions under which this Subcontract is to be performed, including the foregoing but without restriction thereto, or from any misunderstanding thereof on the part of Subcontractor.

ARTICLE 6. CLAIMS FOR EXTRA WORK

- .1 The Contractor will pay for extra Work performed and materials furnished by Subcontractor, only under prior written authorization by Contractor. Any claim of Subcontractor for extra Work and materials not so authorized shall be deemed waived; and any claim for other damages of any nature whatsoever, shall be deemed waived by Subcontractor unless written notice thereof is given to Contractor within ten (10) days after the date of its origin.
- .2 The Contractor agrees to forward to Owner any claims of the Subcontractor arising out of Owner-ordered changes, but is not obligated to Subcontractor for any amounts greater than that allowed by and paid by the Owner in compensation for such changes. Subcontractor shall not deal directly with Owner.

ARTICLE 7. STOPPAGE OR SUSPENSION OF WORK

- .1 If the Owner for any cause stops or suspends Work under the General Contract, or the General Contract between Owner and Contractor is canceled in whole or in part, then Subcontractor is to stop or suspend Work hereunder and, after and only in the amount and to the extent that Contractor has been paid shall Subcontractor be paid for such Work.
- .2 In the event that Contractor's Work is terminated for convenience by the Owner, then an equitable settlement for Subcontractor's Work will be made as provided in the Contract Documents. Contractor may also terminate Subcontractor's Work at any time in whole or from time to time in part for Contractor's convenience. If Subcontractor's Work is terminated for convenience of Contractor, Subcontractor shall suspend its Work on the date and to the extent specified by Contractor, terminate all agreements relating to that portion of its Work being terminated and, if requested by Contractor, assign to Contractor Subcontractor's rights therein, provide lien and bond claim releases from subcontractors, suppliers and laborers affected by the termination, and deliver to Contractor all documents and property which Subcontractor would be required to deliver if Subcontractor had completed its Work. If Subcontractor's Work is terminated for convenience, in whole or in part, Subcontractor shall be entitled to payment at the Subcontract price(s) (not in quasi contract or quantum meruit) for only that portion of its Work which it performed, less applicable back charges due Contractor. Subcontractor shall not be entitled to payment for Work not performed or to overhead allocable or profit anticipated on that portion of its Work not performed.
- .3 No extension of time for completion will be made or compensation paid in any event for delays or suspension of Work caused by the fault or negligence of the Subcontractor or its subcontractors or suppliers.

ARTICLE 8. CLAIMS OF SUBCONTRACTOR

- .1 If Subcontractor shall claim that it is entitled to additional compensation or damages by reason of any act or omission of Owner or for which Owner is responsible or any delay caused by an act or omission of Owner, Subcontractor shall, promptly and within time to allow Contractor to comply with any applicable limits in the General Contract, submit such claims in writing to Contractor and Contractor will on behalf of Subcontractor submit the claim to Owner.
- .2 In the case of any dispute between Subcontractor and Contractor, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to Owner both by the terms of the General Contract and by any and all decisions or determinations made thereunder. It is agreed that in the event the General Contract contains a provision, such as a



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“Disputes Clause,” whereby claims may be resolved under an administrative procedure or arbitration, such clause is incorporated herein by reference as though fully set forth. As to any claims asserted by Subcontractor for or on account of acts or omissions of the Owner or its representative or any claims made by the Owner for which Subcontractor is responsible, Subcontractor agrees to prosecute or defend such claims in Contractor’s name, in accordance with the provisions in the general contract for determining disputes. Contractor shall have the option to present such claims upon Subcontractor’s behalf. Contractor and Subcontractor further agree to cooperate in prosecuting or defending claims. Subcontractor shall have full responsibility for preparation and presentation of such claims and shall bear expenses thereof, including attorneys’ fees. Subcontractor agrees to be bound by the procedure and final determinations as specified in any such disputes clause, and agrees that it will not take, or will suspend, any other action or actions with respect to any such claims and will pursue no independent litigation with respect thereto, pending final determination under such disputes clause. Subcontractor shall not be entitled to receive any greater amount from Contractor than Contractor actually does receive from the Owner on account of Subcontractor’s Work, less any mark-ups or costs incurred by the Contractor and to which the Contractor is otherwise entitled, and Subcontractor agrees that it will accept such amount, if any, received by the Contractor from Owner as full satisfaction and discharge of all claims for or on account of acts or omissions of the Owner or its representative.

- .3 Should a dispute arise which is not controlled or determined by the above paragraph of this section or other provisions of this Subcontract, then said dispute shall be settled by Contractor’s written decision with respect to such dispute. Such written decision shall be conclusive and shall be final and binding on Subcontractor and its surety. If arbitration or litigation is conducted involving Owner, Contractor, or any other party concerning or in any way relating to: responsibility under this Subcontract; any dispute relating to the Work required or alleged to be required herein; this Subcontract; or the Subcontractor; then, in any of these events, Subcontractor expressly agrees to a consolidated or joint proceeding, if and as called for by Contractor.

No dispute shall interfere with the progress of construction and Subcontractor shall proceed with its Work as directed.

- .4 In the event either party institutes an arbitration proceeding or suit in court against the other party, or against the surety of such party, in connection with any dispute or matter arising under this Subcontract, the prevailing party shall be entitled to recover its attorneys’ fees, in addition to other relief granted.
- .5 Venue and jurisdiction for any matters arising under or related to this Agreement or this Project will be King County, Washington. Washington State law shall control.

ARTICLE 9. DELAYS AND EXTENSIONS OF TIME

- .1 In the event that Subcontractor’s performance of this Subcontract is delayed or interfered with by the acts of the Owner, Contractor, or other Subcontractors, Subcontractor may request an extension of the time, as hereafter provided, but only upon the same terms and conditions and only to the extent actually allowed to Contractor by Owner and Subcontractor shall not be entitled to any increase in the subcontract price or to damages or additional compensation as a consequence of such delay or interference, or for acceleration relating to any such delay or interference, except to the extent that the General Contract entitles the Contractor to compensation for such delays and then only to the extent of any amounts that the Contractor may, on behalf of the Subcontractor, recover from the Owner for such delays.
- .2 No allowance for an extension of time, for any cause whatsoever, shall be claimed by, or made to, the Subcontractor unless the Subcontractor shall have made written request upon the Contractor for such extension within five (5) working days after the cause of such extension occurred, or, if the General Contract provides for a shorter period, within sufficient time to permit the Contractor to give notice to the Owner within the time allowed by the General Contract for such notice. However, no extension of time shall be made to Subcontractor for delay by the Subcontractor in preparing drawings or in securing approval by the architect or engineer when such drawings are not properly prepared or when the Subcontractor by the exercise of reasonable diligence and judgment, could have anticipated and avoided the delay.
- .3 In the event that Owner should assess actual or liquidated damages or penalties against Contractor, then Subcontractor shall be responsible for such portion of the assessment as may be directly attributable to it.

ARTICLE 10. COMPLETION OF WORK BY CONTRACTOR

If Subcontractor shall fail to commence the Work within the specified time, or to prosecute said Work continuously with sufficient workmen and equipment to assure its completion within the time herein specified for completion, or to perform said Work according to the provisions of the contract, or if for any other cause or reason whatsoever Subcontractor shall fail to carry on the Work in an acceptable manner, the Contractor may elect to give notice in writing of such default, specifying the same, and if the Subcontractor, within a period of seventy-two (72) hours after said notice, not including Saturday or Sunday, shall not proceed in accordance therewith, then the Contractor shall have full power and authority, without process of law and without violating this Agreement, to take the prosecution of all or part of the Work out of the hands of the Subcontractor and complete it with its own forces, or contract with other parties for its completion, or use such other measures as in Contractor’s opinion are necessary for its completion, including the use of the equipment, plant and other property of Subcontractor on the Work at no cost to the Contractor for the use of the same. Neither by the taking over of the Work nor by its completion in accordance with the terms of this provision shall Contractor forfeit its right to recover damages from Subcontractor or from Subcontractor’s surety for failure to complete or for delay in such completion. Should the expenses incurred by Contractor in taking over and completing the Work be less than the sum that would have become payable under this Agreement if said Work had been completed by Subcontractor, then Subcontractor shall be entitled to



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the difference. Should the expense exceed the said sum, Subcontractor and Subcontractor's surety shall be liable to the Contractor for the amount of such excess. Upon the taking over of the Work by Contractor as herein provided for, no further payment will be made to Subcontractor until the Work is completed, and any moneys due or that may become due Subcontractor under this Agreement will be withheld and may be applied by the Contractor to payments for labor, materials, supplies and equipment used in the prosecution of the Work, for the payment of rental charges on the equipment used therein, and to the payment of any excess cost to Contractor of completing the said Work.

ARTICLE 11. CONTRACTUAL RELATIONSHIP

Subcontractor represents that it is fully experienced and properly qualified as an expert to perform the class or Work provided for herein and that it is properly equipped, organized and financed to handle such Work. Subcontractor shall finance its own operations hereunder and warrants that it is, and shall operate as, an independent Contractor and not as an agent of Contractor.

ARTICLE 12. COOPERATION WITH CONTRACTOR AND OTHER SUBCONTRACTORS

The Work requires complete integration with Work to be performed by Contractor and its other Subcontractors as to time, location and schedules. Subcontractor shall fully cooperate with Contractor and others engaged in the Work on the Project, and shall not interfere with the performance of such Work, and Subcontractor shall coordinate its Work with the Work of Contractor and of others so that the Work on the entire Project may be performed with the utmost speed consistent with good practice. In case of conflict or other reason for coordination Contractor may direct, and Subcontractor will execute necessary coordination or the performance of certain Work, even at increased expense to the Subcontractor, without Contractor incurring liability therefore.

ARTICLE 13. INSPECTION AND CORRECTION

The materials and Work shall at all times be subject to inspection by Owner and Contractor, and their representatives. Subcontractor shall at all times provide all safe and necessary facilities for such inspection. Owner and Contractor shall be afforded full and free access to the shops, factories and places of business of Subcontractor and its Subcontractors and materialmen for the purpose of inspection and in order to determine the general conditions and progress of the Work. Subcontractor shall promptly furnish to Contractor all samples, drawings and lists required of it in connection with the Work, but approval thereof shall not relieve Subcontractor of responsibility for complying with requirements and conditions of this Subcontract. In the event that any part of the Work or any material is determined by Owner or Contractor to be improper or defective, either during the actual performance of Work under the General Contract or during any guarantee period provided in the General Contract, or, if no guarantee period is so provided, then within one (1) year after Substantial Completion of the Project, Subcontractor shall, immediately upon being notified in writing by Contractor to do so, proceed to remove, dispose and replace the same at its own cost and expense. If Subcontractor shall fail to replace or correct defective material or workmanship promptly and completely, Contractor, at its option, may replace or correct the same. Subcontractor agrees to pay the Contractor all costs, expenses (including attorneys' fees), liabilities and consequential damages of Contractor in connection with said replacement or corrections, regardless of whether said replacements or corrections are removed, disposed of and replaced by Subcontractor or Contractor.

ARTICLE 14. CLEANUP | RECYCLING

- .1 Subcontractor shall perform its Work as herein required so that the premises shall be neat, orderly and free from debris at all times. Upon termination or completion of its Work Subcontractor agrees to remove all unused materials and all equipment, utilities and facilities furnished by Subcontractor, to clean up all refuse and debris, and to leave the premises clean, orderly and in good condition. Upon twenty-four (24) hours written notice of failure to comply with these provisions, the Contractor may elect to perform such cleanup of the Subcontractor's refuse, debris, etc., as the Contractor reasonably deems necessary and the cost of the same will be charged to Subcontractor.
- .2 Recycling - To the greatest extent possible Subcontractor shall assist the Contractor in implementing a Project recycling program. This would include but not be limited to segregating the waste materials generated from its operation into containers as required.

ARTICLE 15. PUBLICITY RESTRICTIONS AND CONFIDENTIALITY REQUIREMENTS

No public news release, advertising, or other disclosure of Confidential Information may be released without Contractor's written approval. Confidential Information, as used herein, shall mean all Project information, including but not limited to, business plans, customer lists, prospective customers, leases, financial statements, Project lists (current and past) and devices disclosed or made available to Contractor, its subcontractors and suppliers. Examples of this restriction are the use of the Project in advertising, internal or external newsletters, brochures, and news releases to media sources of any kind. To request approval to utilize this Project for such purposes, please provide a complete copy of the proposed release and a listing of the agencies or uses for which it is intended, to the office of Contractor. Approval requests will be promptly processed. Subcontractor acknowledges and agrees that Confidential Information is confidential, proprietary to and a valuable trade secret and that any disclosure or unauthorized use thereof will cause irreparable harm and grave loss. Subcontractor agrees not to disclose any such Confidential Information without prior permission from Contractor. The restrictions and obligations of this Article shall survive any expiration, termination or cancellation of the Agreement and shall continue to bind all parties, their successors and assigns.

ARTICLE 16. SUBORDINATION OF LIEN RIGHTS



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To the extent and only to the extent required by the General Contract and/or the underlying construction financing agreements, Subcontractor expressly subordinates all contractual, constitutional and statutory mechanics' and materialmen liens to which the Subcontractor may be or may become entitled to all liens and security interests securing the loan used to finance construction of the Project and expressly waives any right to remove any removable improvements from the Project. This clause is intended solely to establish the priority of potential future liens and shall not be construed to limit the Subcontractor's lien rights as afforded under Washington State law.

ARTICLE 17. RESPONSIBILITY FOR THE WORK

- .1 Subcontractor shall be responsible for, and shall bear any and all risk of loss or damage to its Work, materials supplied and Subcontractor's property and equipment, until final acceptance of its Work.
- .2 Subcontractor shall be responsible for any and all damages to the Work of other trades or third party property caused by Subcontractor's Work or Subcontractor's personnel.

ARTICLE 18. AVAILABILITY OF CONTRACT DOCUMENTS

Subcontractor acknowledges availability of complete Contract Documents at office of Contractor, and acknowledges Subcontractor's responsibility to have read all portions therein pertaining to Work under this Agreement.

ARTICLE 19. UNEMPLOYMENT INSURANCE, TAXES AND UNION BENEFITS

Subcontractor has the status of an employer as defined by the Unemployment Compensation Act of the state in which this contract is to be performed, and all similar acts of the national government and including all Social Security Acts; Subcontractor will withhold from its payrolls as required by law or government regulation and shall have full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance or workmen's compensation, old age retirement benefits, life pensions and annuities, health and welfare, which may now or hereafter be imposed by the United States or any state or any labor agreement to which Contractor is a part, whether measured by the wages, salaries or enumerations paid to persons employed by Subcontractor or otherwise, for the Work required to be performed hereunder. Subcontractor shall comply with all federal and state laws on such subjects and all rules and regulations promulgated thereunder, and shall maintain suitable forms, books and records and shall indemnify and defend and save and hold Contractor harmless against any liability for the payment of any and all such taxes and contributions, or penalties arising by reason thereof. Subcontractor shall also pay any and all taxes, excises, assessments, penalties or other charges, levied by any governmental authority on or because of the Work to be done hereunder, or any equipment, supplies, services or materials used or supplied in the performance thereof and shall indemnify and defend and save and hold Contractor harmless against any liability for any such taxes, assessments or charges.

ARTICLE 20. LABOR CONDITIONS & EMPLOYMENT PRACTICES

- .1 We are an Equal Opportunity Employer and require full compliance with all applicable federal, state, and local laws and regulations.

Subcontractor shall comply with and be bound by the terms and conditions of Contractor's labor agreements as are applicable to the Work to be done hereunder, including without limitations, the terms and provisions of any such agreements providing for the assignment of Work or the settlement of jurisdictional disputes and the payment of wages and fringe benefits provided for in Contractor's labor agreement.
- .2 Subcontractor/Supplier (hereinafter "Subcontractor") shall comply with 41 CFR 60.4.2(d) (Executive Order No. 11246), Executive Order No. 11701, the Vietnam Era Veteran's Readjustment Assistance Act of 1972 and the Rehabilitation Act of 1973, and all other orders, rules and regulations promulgated thereunder (included but not limited to 41 CFR Part 60-1, et al., 41 CFR Part 60-250, et al. and 41 CFR Part 60-741), all as same may have been or may be amended. The "Equal Opportunity Clause" of 41 CFR Section 60-250.4 and the "Affirmative Action for Handicapped Workers" clause of 41 CFR Section 60-741.4 and 60-741.5 are incorporated herein by this reference. Subcontractor certifies that segregated facilities (within the meaning of 41 CFR Section 6-1.8) are not and will not be maintained or provided for Subcontractor's employees and that Subcontractor will not permit its employees to perform any work at any location under Subcontractor's control where segregated facilities are maintained. Subcontractor shall obtain a similar certification from any of its Support as required by 41 CFR 60-1.8. Subcontractor shall pass this requirement on in full to its sub-tier subcontractors and suppliers, without exception.
- .3 Subcontractor shall, if requested to do so by Contractor, remove from the Jobsite any employee whom Contractor reasonably determines to be unacceptable.
- .4 The following applies only in the event that this Subcontract is based on the Subcontractor being required to sign a "one job" union agreement to comply with contract requirements. The original Subcontract amount includes a mutually agreed "Not to Exceed" allowance (as called out in the Scope of Work above) for the actual costs incurred by Subcontractor due to the requirements of the "one job" union agreement (union benefits actually paid, increased wages actually paid, etc.). At completion and final acceptance of Work Subcontractor shall cooperate with Contractor in the reconciliation of this allowance based on actual costs incurred, complete with all appropriate documentation substantiating costs incurred, accompanied by a fully executed copy of the "one job" union agreement.



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- .5 Subcontractor shall comply with any Executive Order, law or statute requiring it to utilize “E-Verify” to electronically verify the employment eligibility of its employees, whether stationed working on this Project or not. It is the Subcontractor’s responsibility to ascertain the applicability of such Executive Order, law or statute to its Work under this Subcontract.

ARTICLE 21. BONDS

If requested, Subcontractor shall, prior to commencing Work, furnish a performance and payment surety bond or bonds with companies satisfactory to Contractor, in form and amount of all of the Terms and Conditions hereof. No change, alteration, or modification in or deviation from this Subcontract, its terms, conditions, plans or specifications, or in the manner, time or amount of payment as provided herein, whether or not made in the manner as herein provided, shall release or exonerate, in whole or in part, any surety on any bond given in connection with this Subcontract. The requirement for a surety bond is a material condition of this Subcontract. Failure to provide such bond is justification for default.

ARTICLE 22. LAWS AND REGULATIONS

- .1 Subcontractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal and state, county and municipal, and particularly those relating to wages, hours, fair employment practices, anti-harassment, non-discrimination, safety and working conditions.
- .2 Subcontractor shall procure and pay for all permits, licenses and inspections required by any governmental authority for any part of the Work hereunder and shall furnish any bonds, security or deposits required by such authority to permit performance of the Work.

ARTICLE 23. PATENTS AND ROYALTIES

Subcontractor shall indemnify and defend and save harmless Owner and Contractor, and each of them, from and against all claims, royalties, damages, liabilities, costs and expenses of whatsoever kind or nature (including attorney fees) in any manner resulting, or claimed to result from any alleged infringement of any patents or for the misuse of any patented article by Subcontractor, its representatives, employees or others acting on its behalf.

ARTICLE 24. DESIGN BUILD WORK

If and to the extent Subcontractor’s Work calls for or requires any design or engineering to be provided by or performed by Subcontractor, Subcontractor acknowledges it has full responsibility for the adequacy, accuracy and conformance of such design or engineering work and that the Contractor is entitled to rely thereon. Subcontractor warrants that all such design and engineering provided or performed by it shall fully comply with all contract requirements, all codes, laws and regulations, and shall be performed consistent with the highest professional standards. Subcontractor shall reimburse or indemnify, pursuant to the indemnification obligation herein, Contractor for all costs, losses, damages, etc., caused by or resulting from any nonconformity, inadequacy, or inaccuracy, etc., in Subcontractor’s design or engineering. Subcontractors who are required by the specifications to furnish engineering drawings and calculations by a qualified licensed professional shall require the licensed design professional to provide Design Errors and Omissions/Professional Liability insurance certification in compliance with Exhibit “A” to this Subcontract.

ARTICLE 25. ASSIGNMENT

Any subletting, assignment or hypothecation of this Subcontract, or any portion of its Work, or any amount due or payable hereunder, made by Subcontractor without the prior written consent of Contractor shall be void. Subcontractor agrees that if any portion of the Work covered by this Subcontract is further subcontracted, then such sub-subcontractor shall be bound by and observe the provisions of this clause to the same extent as herein required by Subcontractor, and that a copy of this clause imposing such obligations upon the sub-Subcontractor shall be included in any further subcontract.

ARTICLE 26. SEVERABILITY

In the event that any provision of this Subcontract shall at any time contravene in whole or in part any applicable federal or state law, ruling or regulation, then such provision shall remain in effect only to the extent permitted, and the remaining provision hereof shall remain in full force and effect.

ARTICLE 27. LATENT DEFECTS

Without limitation, Subcontractor shall be responsible for the repair of latent defects in its Work. Subcontractor shall pay for consequential damages related to any latent defects in their Work and Subcontractor shall pay for all costs necessary to repair the Work of others caused by uncovering and repairing defective Work.

ARTICLE 28. COMPLETE AGREEMENT

This document contains all covenants, stipulations and provisions agreed upon by the parties. No verbal agreement with any agent either before or after the execution of this Agreement shall affect or modify any of the terms or obligations herein contained and this contract shall be conclusively considered as containing and expressing all of the terms and conditions agreed upon by the parties hereto. No agents or representatives of either party has authority to make, and the parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this Subcontract.



SUBCONTRACT
Guaranteed Maximum Price Form of Agreement

ARTICLE 29. MISCELLANEOUS

- .1 The terms and conditions hereof shall inure to and be binding upon the parties hereto, their successors, assigns, executors, administrators and legal representatives. Wherever herein used the singular shall include the plural and the neutral gender shall include the masculine and feminine.
- .2 Subcontractor shall not in any event be entitled to damages arising out of actual or alleged loss of efficiency; morale, fatigue, altitude, or labor rhythm; constructive acceleration; home office overhead; expectant underrun; trade stacking; reassignment of workers; concurrent operations; dilution of supervision; learning curve; beneficial or joint occupancy; logistics; ripple; season change; extended overhead; profit upon damages for delay; impact damages; or similar theories of damages.

ARTICLE 30. QUALITY ASSURANCE / QUALITY CONTROL PLAN

- .1 Prior to starting its Work, Subcontractor shall provide Contractor a copy of its site specific QA/QC plan including, but not limited to:
 - a. Procedures for managing its scheduled inspections.
 - b. Permit pulling and renewal procedures.
 - c. Methods for prevention and correction of issues (punch list, trade damage, etc.).
 - d. Proprietary QA/QC checklists.
- .2 If deemed necessary, Contractor shall request adjustments to Subcontractor's QA/QC plan so long as adjustments requested conform to Subcontractor's Work. If adjustments are requested, Subcontractor shall promptly revise and resubmit its QA/QC plan.
- .3 Subcontractor shall comply with Contractor's QA/QC plan including, but not limited to:
 - a. Core drill and anchor bolt procedures or protocols as established and communicated by Contractor.
 - b. Completion of Contractor's QC checklists and compliance with relative procedures or protocols as they pertain to Subcontractor's Work.
 - c. Methods, procedures or protocols relating to Subcontractor issues as determined by Contractor.
 - d. Providing copies of permits and related information (e.g. expected submission dates and specific breakdown of related scope of work).

GLY Job No.:	Subcontract No.	Subcontract Date:
Agreed by Subcontractor: _____	Agreed by Contractor: <u>GLY Construction, Inc.</u>	
Authorized Signature: _____	Authorized Signature: _____	
Printed Name: _____	Printed Name: _____	
Title: _____	Title: <u>Project Manager</u>	



EXHIBIT "A" - INSURANCE REQUIREMENTS

1. Subcontractor Coverage Requirements:

To the fullest extent allowable by law, Subcontractor shall purchase and maintain such insurance as will protect it from the claims which may arise out of or result from Subcontractor's operations under this Subcontract Agreement whether such operations be by itself or by any sub-tier subcontractors, suppliers, vendors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Limits shall be all the Insurance Coverage and/or limits carried by or available to the Subcontractor, the minimum limits as required herein or as required in the General Contract, whichever is greater.

- 1.1 Workers' Compensation and Employer's Liability Insurance (Stop Gap): Subcontractor and its sub-tier subcontractors shall provide coverage for industrial injury to their employees (or leased employees as applicable) in strict accordance with the provisions of the State or States in which Project Work is performed or where jurisdiction is deemed to be applicable or regulation. Employer's Liability (Washington Stop Gap) insurance shall be provided in amounts as specified below in Section 1.9. Workers' Compensation shall be provided in a statutory form on either a state or, where applicable, federal (U.S. Longshore & Harbor Workers Act, Maritime - Jones Act, etc.) basis as required in the applicable jurisdiction.

A Subcontractor Employer, qualified as a self-insurer, will be so certified by a letter signed by Corporate officer setting forth the limits of any policy of excess insurance (specific and aggregate showing also self-insured retention) covering its employees.

Owner-Operators and/or Sole Proprietors are required to furnish proof of Workers' Compensation Insurance, notwithstanding any statutory exemptions.

- 1.2 General Liability Insurance: Commercial general liability coverage shall be no less broad than ISO policy form CG 00 01 12 07 which shall include but not be limited to products/completed operations; premises and operations; blanket contractual; advertising/personal injury; independent contractors. Coverage shall be on an occurrence form, (including any umbrella/excess). Minimum limits of liability shall not be less than the amounts specified below in Section 1.9.
- .a No exclusions for subsidence shall apply.
 - .b No exclusion for damage to work performed by Subcontractors (CG 22 94 or similar) shall be attached to the policies.
 - .c No exclusions for cross liability for any person / organization.
 - .d No exclusion for explosion, collapse, underground hazards, and liability assumed under an insured contract (including tort liability of another assumed in a business contract).
 - .e No removal or limitation of the "Damage to Your Work" exclusion exception if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.
 - .f No residential exclusion (if residential work is performed).
 - .g If any work or operations are within fifty feet of any railroad (including any light rail, fixed rail, or other rail system), Subcontractor shall obtain Contractual Liability - Railroads Endorsement - CG 24 17 or its equivalent.
 - .h Professional Liability Exclusion shall include exception for Construction Means and Methods (CG 22 79 or CG 22 80 or their equivalents).
 - .i Deductibles and/or Self-Insured Retentions shall be made known and acceptability determined at the sole discretion of Contractor.
- 1.3 Commercial Automobile Liability Insurance: Coverage for any owned, non-owned or hired autos. Provided per ISO CA 00 01 or its equivalent with limits not less than the amount specified below in Section 1.9.
- .a Coverage shall apply to all owned autos and including hired and non-owned autos.
 - .b If applicable, broadened pollution for covered autos shall apply per ISO CA 99 48 or its equivalent.
 - .c If any work or operations are within fifty feet of any railroad (including any light rail, fixed rail, or other rail system), Subcontractor shall obtain Construction Liability - Railroads Endorsement - CA 20 70 or its equivalent.
- 1.4 Commercial Umbrella/Excess Insurance: Commercial umbrella/excess liability insurance for bodily injury and property damage liability over Subcontractor's primary Commercial General Liability, Business Auto Liability and Employers Liability with limits available to the Project in the amount specified in Section 1.9 below. All coverage terms required under the Commercial General Liability, Business Auto Liability and Employers Liability shown above must be included on the Umbrella Liability policy.
- 1.5 Contractor's Pollution Liability (CPL): If required under Section 1.9 below, Subcontractor shall provide evidence of Pollution Liability; specifically including coverage for mold, covering all operations necessary or incidental to the fulfillment of all contract obligations hereunder. Subcontractor's coverage shall expressly extend the definition of pollutant to include Microbial Matter. Microbial Matter includes, but is not limited to, fungi or bacterial matter including, but not limited to, mold, mildew and viruses, whether or not the Microbial Matter is living. Such insurance shall provide coverage for bodily injury, property damage (including loss of use of damaged property or of property that has not been physically injured), clean-up costs and remediation expenses (including costs for investigation, sampling, characterization, and monitoring), legal costs, defense costs, natural resource damage, transportation of pollutants on



EXHIBIT "A" - INSURANCE REQUIREMENTS

and off the project site, and non-owned disposal site liability if Subcontractor's scope of work (or Subcontractor's sub-tier subcontractors, suppliers, vendors or consultants) includes the responsibility of manifesting and disposing of contaminated material or waste from its activities. Coverage shall also extend to pollution conditions arising out of the Subcontractor's operations including coverage for sudden as well as gradual release arising from Subcontractor's operations including operations of any of its sub-tier subcontractors, suppliers, vendors or consultants. Such insurance shall provide coverage for wrongful acts, which may arise from all activities from the first point of Subcontractor engagement. Such insurance shall be in the amount specified in Section 1.9 below.

- 1.6 Professional Liability Insurance (E and O): If required under Section 1.9 below, Subcontractor shall provide evidence of professional liability insurance covering claims that arise from the actual or alleged errors, omissions or acts of the Subcontractor or any entity for which the Subcontractor is legally responsible, for the provision of all professional services necessary or incidental to the fulfillment of all contract obligations hereunder. Such insurance shall be in the amount specified in Section 1.9 below.

Coverages shall not include any exclusion or other limitations related to scopes of services or project type or construction type, or delays in project completion and cost overruns. Subcontractor is required to provide notice to the Contractor if their Professional Liability limits are impaired by payments or reserves for claims or expenses in excess of 10% of the policy limit, regardless of whether such payments or reserves are related to work performed for this Project. Contractor is required to then provide written notice to Owner of such impairment.

- 1.7 Riggers Liability: Should Subcontractor's work involve the moving, lifting, lowering, rigging or hoisting of property or equipment, Subcontractor shall carry Rigger's Liability Insurance to insure against physical loss or damage to the property or equipment.
- 1.8 Other Coverages: Subcontractor shall procure and maintain, or cause to be secured and maintained as may be identified as appropriate to the work under this Subcontract Agreement, additional coverages as required under Section 1.9. Such coverage may include, but is not limited to:

- a Aircraft Liability - If Subcontractor (or its sub-tier subcontractors or suppliers, regardless of tier) use any owned, leased, chartered or hired aircraft of any type or any unmanned aerial vehicle (drones) in the performance of this contract, they shall maintain aircraft liability including Passenger Liability. Coverage shall be on an occurrence basis and include bodily injury, property damage, personal & advertising injury and products/completed operations coverage in the amounts specified below.

- 1.9 Policy Limits: The following minimum policy limits must be met. In the event where the general liability, automobile liability, and/or employers liability limits cannot be met, umbrella/excess liability may be used to meet the required limits. Coverage must be on a follow form basis and be primary / non-contributory as noted above. If the policy does not have an endorsement providing that the general aggregate limit applies separately to this Project, or if defense costs are included in the general aggregate limit, then the required aggregate limits shall be increased by \$1,000,000. All coverages and endorsements must be in effect prior to commencement of Work and remain in effect, renewed and reissued as necessary, for a minimum of six years beyond substantial completion of the Project or the period of time Subcontractor may be held legally liable for its Work, whichever is longer.

Commercial General Liability, General Aggregate	\$ 2,000,000
Products - Completed Ops Aggregate.....	\$ 2,000,000
Personal and Advertising Injury.....	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Auto Liability.....	\$ 1,000,000
Washington Stop Gap (Employers Liability)	\$ 1,000,000
Contractor's Pollution Liability, General Aggregate	\$ TBD by GLY on Case by Case Basis
Umbrella / Excess Liability	\$ TBD by GLY on Case by Case Basis
Professional Liability (Errors and Omissions), General Aggregate....	\$ TBD by GLY on Case by Case Basis

- 1.10 Additional Insureds: The following will be included as additional insured(s) on a primary/non-contributory basis for both ongoing and products/completed operations basis on all required liability coverages with the exception of Workers Compensation and Professional Liability:

GLY Construction, Inc., _____ and their respective officers, directors and employees

General Liability Additional Insured forms CG 20 10 10/01 and CG 20 37 10/01 or their equivalents must be utilized. Additional Insured status shall be for the full limits carried, not limited to the minimum acceptable as required herein. Subcontractor's insurance shall be Primary as respect to Contractor and Owner, and any other insurance maintained by Contractor and Owner shall be excess and not contributing insurance with Subcontractor's insurance until such time as all limit available under the Subcontractor's insurance policies have been exhausted.

Additional Insured endorsements that contain comparative fault, vicarious liability or sole negligence limitations of the Contractor / Owner or any other party required by the Subcontract Agreement, will not be accepted.



EXHIBIT "A" - INSURANCE REQUIREMENTS

It is further agreed that the additional insured coverage required under this Subcontract Agreement shall not be subject to any Defense Costs Endorsements such as Form IL 01 23 11 13, allowing for the recovery of defense costs by the insurer if the insurer initially pays defense costs but later determines the claims are not covered.

Contractor reserves the right, in its sole and subjective discretion, to reject any Additional Insured forms that are deemed not equivalent to what is required herein.

1.11 Other provisions:

- .a The Subcontractor acknowledges and understands that the purchase and maintenance of this insurance shall not release the Subcontractor from its respective obligations or liabilities in connection with this Subcontract Agreement or the General Contract. Furthermore, the Subcontractor is responsible for any losses, claims, and costs of any kind, which exceed the limits of liability or which may be outside the coverage scope of the policy.
- .b To the fullest extent allowable by law, all insurance maintained by Subcontractor shall include a waiver of any rights of subrogation of the insurers themselves thereunder against all parties required in 1.10 above.
- .c All coverages shall be written with carriers with an A.M. Best rating of A- VII or better or acceptable to Contractor at its sole discretion.
- .d Should any of the described policies be cancelled before the expiration date thereof, notice will be delivered to Contractor in accordance with the policy provisions or such longer time as required by law.
- .e Certificates of insurance shall be provided to Contractor evidencing all required coverages and limits. Copies of all additional insured, primary/non-contributory and waiver of subrogation forms / provisions shall be attached.
- .f If requested by the Contractor, Subcontractor shall provide a certified and true copy of any or all policies.
- .g Acceptance of the certificates or endorsements by the Contractor shall not constitute a waiver of Subcontractor's obligations hereunder.
- .h It is the Subcontractor's sole responsibility to require and monitor compliance and appropriate coverage and minimum limits as required herein for all sub-tier subcontractors, suppliers, and vendors. For any coverage required herein where the Subcontractor shall name Contractor and Owner as additional insured(s) the Subcontractor shall require its sub-tiers to name as additional insured(s).
- .i Completed operations coverage along with additional insured status shall be maintained for a minimum of the applicable statute of repose or limitation or the amount of time Subcontractor may be held legally liable for its work or work performed on its behalf, whichever is greater.
- .j If Subcontractor fails to secure and/or pay the premiums for any of the policies of insurance required herein, or fails to maintain such insurance, Contractor may, in addition to any other rights it may have under this Subcontract Agreement or at law or in equity, terminate this Subcontract Agreement or secure such policies or policies of insurance for the account of Subcontractor and charge Subcontractor for the premiums paid therefore, or withhold the amount thereof from sums otherwise due from Contractor to Subcontractor. Neither the Contractor's rights to secure such policy or policies nor the securing thereof by Contractor shall constitute an undertaking by Contractor on behalf of or for the benefit of Subcontractor or others to determine or warrant that such policies are in effect.
- .k Any obligation of any insurer to an Additional Insured(s) shall begin at the time of the incident and may not be rejected pending a legal complaint or demand.
- .l Contractor, upon request, shall be afforded counsel separate from Subcontractor in all matters whereby Contractor is entitled to indemnity, defense and/or additional insured status by the terms of this Subcontract Agreement.

1.12 Certificates of Insurance: Certificates of Insurance with applicable endorsements are strictly required under this Subcontract Agreement. Subcontractor will be required to leave the Jobsite, assuming risk of resulting penalties, liabilities or damages associated therewith, and payments will be held until the following insurance requirements are met and a certificate of insurance with applicable endorsements evidencing such coverage is provided to Contractor.

- .1 If Subcontractor is working on multiple projects for Contractor, Subcontractor shall provide blanket coverage showing maximum limits and include "for any and all projects contracted with GLY Construction Inc." in the description of operations box. If this cannot be provided, Contractor will accept a certificate referencing GLY job number _____ and job name _____. Subcontractor shall have the Certificate of Insurance completed with the Certificate Holder listed as:

GLY Construction, Inc.
c/o IMA Certificate Compliance
1705 17th Street, Suite 100
Denver, CO 80202

- .2 Subcontractor must provide required additional insured endorsements along with the Certificate in order to have met its obligations under this provision.



EXHIBIT "A" - INSURANCE REQUIREMENTS

- .3 Subcontractor will receive an e-mail from TrustLayer. Follow the instructions therein to upload the certificate and additional insured endorsements. Certificates received through the mail or via email will not be accepted. If your broker has questions, they may contact IMA directly at certificatecompliance@imacorp.com.

Exhibit “B”

Subcontractor List of Actual Salaries/Wages for Project Staff

CONFIDENTIAL

This list needs to identify ACTUAL employees that work for your company, by name and job title, and the ACTUAL wage/salary of each identified employee. You can submit this list per Project (listing each employee that will work on this specific Project) or yearly (submitting a master list of ALL employees that work for your company annually with updates as needed). This Exhibit “B” can be sent confidentially to our Risk Manager, Amie Smith @ amie.smith@gly.com. Only necessary GLY personnel and auditors, upon request will see this list.

Exhibit "C"

Subcontractor's Owned Equipment Rental Rates



PROGRESS BILLING FORM
Application for Payment

Contractor: **GLY Construction, Inc.**
PO Box 6728
Bellevue, WA 98008-0728

Job Name: _____
GLY Project Manager: _____
Phone: 425.451.8877 | Fax: 425.519.4395

GLY Job No: _____
Subcontract No.: _____

Subcontractor: _____

Complete Through Date: _____

Application No.: _____ Invoice No.: _____ Invoice Date: _____

AR Contact: _____ Phone: _____ Email: _____

A	B	C	D	E	F	G	H
CSI Code/ Item #	Description	Scheduled Value	Previously Billed	This Application Completed	Total Complete Contract to Date	% Complete	Balance to Finish

BASE SUBCONTRACT SCOPE

		\$	\$				
--	--	----	----	--	--	--	--

Subtotal Original Contract: \$

Change Orders - Approved/Issued Only

C.O. #:							
C.O. #:							

Subtotal Change Orders:

Total:

Less Retention:

Net Amount Due:



INTERIM LIEN/CLAIM WAIVER

From
Vendor Address

Project:
Number:
Project
Project Address

Contact: _____
Phone: _____
Email: _____

Project Manager: _____
Project Accountant: _____
Jobsite Telephone: _____
Subcontract #: _____

Conditional Release

The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from: GLY Construction, Inc. in the sum of: \$ _____ and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers a progress payment for labor, services equipment, materials furnished and/or claims through _____ only and does not cover any retention or items furnished after that date. Before any receipt of this document relies on it said party and should verify evidence of payment to the undersigned.

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

Signature:

(Authorized Person/Corporate Officer/Partner/Owner)

Title

Dated this:

at:

Subscribed and sworn before me day and year above first written:

By:

Notary Public For:

Unconditional Release

The undersigned does hereby acknowledge that the undersigned has received progress payments in the sum of \$ _____ for labor, services, equipment or materials furnished to the above referenced job and does hereby release pro tanto any and all claims and rights of lien which the undersigned has on the above referenced job. This release covers all payment for labor, services, equipment, materials furnished and/or claims to the above referenced job through date: _____ and does not cover any retention or items furnished after that date.

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

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

Signature:

(Authorized Person/Corporate Officer/Partner/Owner)

Title

Dated this:

at:

Subscribed and sworn before me day and year above first written:

By:

Notary Public For:



INTERIM LIEN/CLAIM WAIVER

TIER SUPPLIER/CONTRACTOR WAIVER & RELEASE OF LIEN

Job Name:

GLY Job No:

Jobsite Location:

Subcontract No.:

To:

From: _____

Tier to: _____

Sign in this area if this is a waiver through the above referenced period.

Signed: _____ By: _____ Dated: _____
(Tier Name)

Sign in this area if this is a Final Waiver and you have been paid in full.

Signed: _____ By: _____ Dated: _____
(Tier Name)

Notary Public:

Sworn before me this _____ day of _____ 20 _____

By: _____

Notary Public in the State of Washington, residing in _____

My commission expires: _____



CRITICAL LIFT PLAN

Location: _____

Date of Lift: _____

Load Description: _____

Qualified Person-in-Charge: _____

A. LOAD

1. Load Condition: New _____ Used _____
2. Wt. Empty _____ lbs.
3. Wt. Contents _____ lbs.
4. Wt. Aux. Block _____ lbs.
5. Wt. Main Block _____ lbs.
6. Wt. Lifting Beam _____ lbs.
7. Wt. Sling/Shackles _____ lbs.
8. Wt. Jib/Ext. (erected/stowed) _____ lbs.
9. Wt. Hoist Rope _____ lbs.
10. Wt. Excess Load Material _____ lbs.
11. Other _____ lbs.

Total Weight of All Combined _____ lbs.

Source of Load Wt. Information (Drawings, Calcs, etc.) _____

Load Weight Confirmed by: _____

B: CRANE

1. Type of Crane _____
2. Maximum Capacity _____
3. Radius at Pick-up _____ ft.
Radius of Swing _____ ft.
Radius at Set-down _____ ft.
4. Boom Length Min. _____ Max. _____
5. Crane Capacity at Pick-up Radius _____ lbs.
Crane Capacity at Swing Radius _____ lbs.
Crane Capacity at Set-down Radius _____ lbs.
6. Boom Angle at Pick-up Point _____ deg.
Boom Angle at Set-down Point _____ deg.
7. Gross Capacity of Crane at Longest Radius & Lowest Boom Angle for this Lift: _____ lbs.
8. Gross Load of Crane is _____ lbs.
9. Lift is _____ % of the Crane's Rated Capacity

C: JIB/EXTENSION

1. Erected _____ Stowed _____
2. If Jib/Ext. to be used: Length _____ Offset _____
3. Rated Capacity of Jib/Ext. from Chart _____ lbs.

D: HOIST ROPE

Main: _____ Aux. 1: _____ Aux. 2: _____

1. Rope Diameter _____ Number of Parts _____
2. Lift Capacity based on Parts _____ lbs.

E. RIGGING

1. Hitch Type(s) _____
2. No. of Slings _____ Size _____
3. Sling Type WR _____ FW _____ RS _____ Chain _____
4. Sling Assembly Rated Capacity _____ lbs.
5. Shackle Size(s) _____
6. Shackle Rated Capacity(s) _____
7. Shackle Secured to Load by: _____
8. Shackle to Lifting Lug Mating OK? _____

F. CRANE PLACEMENT

1. Any deviation from Smooth Solid Foundation? _____
2. High Voltage or Electrical Hazards? _____
3. Obstructions to Lift or Swing? _____
4. Travel with Load Required? _____
5. Work Clearance due to Local Traffic? _____
6. Swing Direction? _____
7. Other _____

G. CONSIDERATIONS

1. If lift exceeds 75% of crane's capacity, attach additional special instructions/restrictions.
Diagrams for crane, rig, lift, etc. Yes _____ No _____
2. Multiple crane lifts require a separate plan for each crane.
3. Potential for hazardous material release.
4. High dollar material/equipment.
5. Load replacement lead time at 30 + days.
6. Personnel lifting.
7. Any changes in the crane configuration, load, placement, rigging, lifting scheme or calculations require that a new critical lift plan be developed.

H: PRE-LIFT CHECKLIST [complete prior to lift]

- | | |
|--|--|
| <input type="checkbox"/> Crane Inspected | <input type="checkbox"/> Rigger Qualifications |
| <input type="checkbox"/> Rigging Inspected | <input type="checkbox"/> Signal System |
| <input type="checkbox"/> Crane Set-up | <input type="checkbox"/> Tag Lines |
| <input type="checkbox"/> Boom Sweep Area | <input type="checkbox"/> Window/Temperature |
| <input type="checkbox"/> Hoist Height | <input type="checkbox"/> Safety Spotter |
| <input type="checkbox"/> Head Room | <input type="checkbox"/> Traffic |
| <input type="checkbox"/> Crane Counterweight | <input type="checkbox"/> Tailboard |
| <input type="checkbox"/> Load Test | <input type="checkbox"/> Site Control |
| <input type="checkbox"/> Operator Qualifications | <input type="checkbox"/> Signature |

I: SIGNATURES / COMMENTS

Comments: _____

Signature _____

Date _____

Signature _____

Date _____

Signature _____

Date _____

TOWER CRANE SITE SUPERVISOR CHECKLIST

ASSEMBLY
 DISASSEMBLY
 CLIMB | DOWN CLIMB

SITE SUPERVISOR TO BE COMPLETED BY GLY

SITE SUPERVISOR NAME: _____

- | YES | NO | N/A | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | | Site Supervisor has read and understands all applicable W.A.C. requirements |
| <input type="checkbox"/> | <input type="checkbox"/> | | Site Supervisor has reviewed all applicable sections of the GLY Corporate Safety Manual |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Prior planning meeting has occurred where representatives of Site Supervisor, Lift Director, Tower Crane A/D Director, Mobile Crane A/D Director, Operator and Tower Crane Owner discuss coordination, sequencing, safety, hazards and responsibilities |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Tower Crane meets initial requirements [inspections, certifications, pick plans etc.] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Verify assembly or disassembly of Tower Crane is supervised by a Qualified Person <i>and</i> Competent Person [could be two different people or the same person] [Make sure specified below in A/D Director and Crane Owner Sections of this form] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Verify Lift Director, A/D Director, Operator(s), Crane Owner, Rigging Supervisor and Signal Person are identified and qualified and all certifications are current. Get written copies of certifications and qualifications. |
| <input type="checkbox"/> | <input type="checkbox"/> | | Crane operations are coordinated with other job site activities |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Review of permitting for critical lifts complete |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Access roads are adequate |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Sufficient room to assemble and disassemble [tower, mobile, assist crane] |
| <input type="checkbox"/> | <input type="checkbox"/> | | Work area is suitable for crane operations and adverse conditions addressed [area is level, free of underground utilities, proper distance from power lines, traffic controls, adequate support for outriggers etc.] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Monitor Operator Fatigue [is a multi-shift required?] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Weather forecast reviewed, documented and discussed |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Mobile Crane Site Supervisor Checklist Complete [Separate Document] |
| <input type="checkbox"/> | <input type="checkbox"/> | | Subcontractor has provided a current copy of the Contract and Certificate of Insurance for Second Tier Subcontractor performing Mobile Crane activities to GLY? |
| <input type="checkbox"/> | <input type="checkbox"/> | | Authority to halt work if unsafe conditions are observed |

CRANE DOCUMENTATION TO BE VERIFIED

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Crane Certifications [annual, quadrennial, tags] by certified inspector |
| <input type="checkbox"/> | <input type="checkbox"/> | | Crane Operators Manual [containing load charts, diagrams, different configurations, by serial number] |
| <input type="checkbox"/> | <input type="checkbox"/> | | Crane Maintenance Program [inspection, testing, using qualified technicians] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Safety Meeting Agenda + Sign-in Sheet [pre-assembly, assembly, disassembly] |

LIFT DIRECTOR TO BE COMPLETED BY THE LIFT DIRECTOR

LIFT DIRECTOR NAME + COMPANY: _____

- | YES | NO | N/A | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | | Lift Director is qualified and present during operations |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Verify all inspections have taken place |
| <input type="checkbox"/> | <input type="checkbox"/> | | Work area is suitable for crane operations; adverse conditions and potential hazards addressed [area is level, free of underground utilities, proper distance from power lines, weather, etc.] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Traffic controls in place |
| <input type="checkbox"/> | <input type="checkbox"/> | | Verify personnel involved in operations fully understand duties and hazards |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Crane crew informed of weight, radius, proper sequencing and placement of loads |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Load is properly rigged and balanced before lifting more than a few inches |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Read and understands Manufacturer's Instructions for Tower Crane |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Read and understands Manufacturer's Instructions for Mobile Crane in regard to windspeed, constraints, restrictions, reach and capacity. |
| <input type="checkbox"/> | <input type="checkbox"/> | | Authority to halt work if unsafe conditions are observed |

TOWER CRANE SITE SUPERVISOR CHECKLIST

SIGNAL PERSON TO BE COMPLETED BY THE LIFT DIRECTOR

SIGNAL PERSON NAME + COMPANY: _____

- | YES | NO | N/A | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Signal person qualified and conveyed to crane crew |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Signal person knows standard hand and voice signals |
| <input type="checkbox"/> | | | Authority to halt work if unsafe conditions are observed |

RIGGING TO BE COMPLETED BY THE LIFT DIRECTOR

RIGGING SUPERVISOR NAME + COMPANY: _____

RIGGER NAME + COMPANY: _____

- | YES | NO | N/A | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Rigging crew qualified and understand basic functions |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Identify who the rigging crew is, their role and communicate that to the crane crew |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Rigging crew knows load placement, weight, and rigging to be used. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Rigging crew supervised by qualified person Name of Supervisor: _____ |
| <input type="checkbox"/> | | | Authority to halt work if unsafe conditions are observed |

CRANE OPERATORS TO BE COMPLETED BY THE MOBILE CRANE OPERATOR

TOWER CRANE OPERATOR NAME: _____

MOBILE CRANE OPERATOR NAME: _____

ASSIST CRANE OPERATOR NAME: _____

- | YES | NO | N/A | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Valid, current copies [front and back] for each NCCCO personnel |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Operator qualified to operate type of crane |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Know crane functions and limitations, load charts, weight, radius and location of loads |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | MAXIMUM wind speed for operation of Mobile Crane per Manufacturer's Instructions _____
[MUST BE LISTED] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Verify calculations for the net capacity and verifying that the crane will safely lift all loads. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Review requirements and hazards with Lift Director prior to operations |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Perform maintenance and daily inspections |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Operator notified of any recent repairs prior to operating |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Read and understands Manufacturer's Instructions for Mobile Crane |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Mobile Crane Site Supervisor Checklist Complete (Separate Document) |
| <input type="checkbox"/> | | | Authority to halt work if unsafe conditions are observed |

TOWER CRANE SITE SUPERVISOR CHECKLIST

ASSEMBLY/DISASSEMBLY DIRECTOR FOR TOWER CRANE TO BE COMPLETED BY COMPETENT AND QUALIFIED PERSON(S) FILLING A/D DIRECTOR ROLE

ASSEMBLY/DISASSEMBLY DIRECTOR NAME + COMPANY: _____

- | YES | NO | N/A | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Assembly or disassembly directed by a single Competent and Qualified Person Name + Company of Competent Person: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Assembly or disassembly directed by a Competent Person and assisted by one or more other Qualified Person(s) Name + Company of Competent Person: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Has verified that the assembly/disassembly procedures are present and accessible on the jobsite. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Read and understands Manufacturer's Instructions for Tower Crane |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Preassembly Inspection completed by _____ with _____ [company name] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Crew instructions provided (review of potential hazards, proper procedures and sequencing, etc.) |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Formulate a plan to address hazards specific to the operation |
| <input type="checkbox"/> | | | Authority to halt work if unsafe conditions are observed |

TOWER CRANE OWNER

TOWER CRANE OWNER TECHNICIAN NAME + COMPANY: _____

- | YES | NO | N/A | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Providing the qualified person assisting the Assembly + Disassembly Director for the technical aspects of the assembly or disassembly of the tower crane. |
| <input type="checkbox"/> | <input type="checkbox"/> | | Using personnel that meet the WAC requirements for a qualified person for assembly or disassembly. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Read and understands Manufacturer's Instructions for Tower Crane |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Assist in planning and coordinating the implementation of procedures required by Manufacturer's Instructions |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Assist in planning and coordinating the implementation of sequence in accordance with Manufacturer's Instructions |
| <input type="checkbox"/> | | | Authority to halt work if unsafe conditions are observed |

****By signature below the parties to this operation affirm that they will comply with all pertinent provisions of the WAC as applicable to their roles and duties****

Site Supervisor Printed Name + Signature:	DATE:
Tower Crane A/D Director (Competent Person) Printed Name + Signature:	DATE:
Third Party Tower Crane Qualified Person (if applicable): Printed Name + Signature:	DATE:
Lift Director Printed Name + Signature:	DATE:
Tower Crane Owner (Technician) Printed Name + Signature:	DATE:
Mobile Crane Operator Printed Name + Signature:	DATE:



ARTICULATING BOOM CRANE SUPERVISOR CHECKLIST

SITE SUPERVISOR: TO BE COMPLETED BY GLY **NEW FORM TO BE COMPLETED WITH EACH DELIVERY**

YES NA SITE SUPERVISOR NAME [print]:

- Site Supervisor authorized by project Superintendent
- Site Supervisor has reviewed all applicable sections of the GLY Corporate Safety Manual
- Site Supervisor has reviewed all applicable W.A.C. requirements
- Articulating Boom Crane meets W.A.C. requirements
- Designated Lift Director is qualified
- Articulating Boom Crane operations are coordinated with other job site activities
- Access roads are adequate
- Work area is suitable for Articulating Boom Crane operations and adverse conditions addressed [area is level, free of underground utilities, proper distance from power lines, traffic controls etc.]
- Articulating Boom Crane Certifications [annual, quadrennial, tags] by certified inspector
- Articulating Boom Crane Operators Manual [containing load charts, diagrams, different configurations, by serial number]
- Articulating Boom Crane Maintenance Program [inspection, testing, using qualified technicians]
- Authority to halt work if unsafe conditions are observed

LIFT DIRECTOR: TO BE COMPLETED BY SUBCONTRACTOR

YES NA LIFT DIRECTOR NAME + COMPANY [print]:

- Qualified and present during operations
- Work area is suitable for Articulating Boom Crane operations and adverse conditions addressed [area is level, free of underground utilities, proper distance from power lines, traffic controls etc.]
- Traffic controls in place
- Personnel involved in operations understand duties and hazards
- Articulating Boom Crane crew informed of weight, radius, and placement of loads
- Load is properly balanced before lifting more than a few inches
- Authority to halt work if unsafe conditions are observed

SIGNAL PERSON: TO BE COMPLETED BY SUBCONTRACTOR

YES NA SIGNAL PERSON NAME + COMPANY [print]:

- Signal person qualified and conveyed to Articulating Boom Crane crew
- Signal person knows standard hand and voice signals
- Signal person has been delegated by the lift director and supervised by a qualified person
- Authority to halt work if unsafe conditions are observed

ARTICULATING BOOM CRANE OPERATOR: TO BE COMPLETED BY SUBCONTRACTOR

YES NA ARTICULATING BOOM CRANE OPERATOR NAME + COMPANY [print]:

- Valid NCCCO or Other Nationally Recognized Certificate
- Operator qualified to operate Articulating Boom Crane
- Knows Articulating Boom Crane functions and limitations, load charts, weight, radius and location of loads
- Calculating net capacity and verifying that the A.B.C. will safely lift the load
- Review requirements and hazards with Lift Director prior to operations
- Perform daily inspections + verify maintenance log
- Operator notified of repairs prior to operating
- Authority to halt work if unsafe conditions are observed

By signing the below, I certify that I possess the necessary qualifications to perform the duties that I have been assigned. I also understand my duties and responsibilities.

Company + Job #: _____

GLY Site Supervisor Signature: _____ Date: _____

Lift Director Signature: _____ Date: _____

Signal Person Signature: _____ Date: _____

Operator Signature: _____ Date: _____

Jobsite Superintendent _____ Date: _____



FORKLIFT HOOK OR WINCH SUPERVISOR CHECKLIST

SITE SUPERVISOR: ****THIS CHECKLIST IS VALID THROUGH PROJECT COMPLETION UNLESS OTHERWISE NOTED****

YES NA SITE SUPERVISOR NAME [print]:

- Site Supervisor authorized by project Superintendent
- Forklift Hook or Winch meets initial requirements
- Lift Director is appointed and qualified
- Rigging crew is supervised by qualified personnel
- Forklift Hook or Winch operations are coordinated with other job site activities
- Maintenance is performed
- Access roads are adequate
- Work area is suitable for Forklift operations and adverse conditions addressed [area is level, free of underground utilities, proper distance from power lines, traffic controls etc.]
- Forklift Hook or Winch Operators Manual [containing load charts, diagrams, different configurations, by serial number]
- Forklift Maintenance Program [inspection, testing, using qualified technicians]
- Forklift Hook or Winch qualification verified
- Authority to halt work if unsafe conditions are observed

LIFT DIRECTOR:

YES NA LIFT DIRECTOR NAME [print]:

- Qualified and present during operations
- Work area is suitable for Forklift Hook or Winch operations and adverse conditions addressed [area is level, free of underground utilities, proper distance from power lines, traffic controls etc.]
- Traffic controls in place [as needed]
- Personnel involved in operations understand duties and hazards
- Forklift crew informed of weight, radius, and placement of loads
- Load is properly balanced before lifting more than a few inches
- Authority to halt work if unsafe conditions are observed

SIGNAL PERSON:

YES NA SIGNAL PERSON NAME [print]:

- Signal person qualified and conveyed to Forklift crew [as needed]
- Signal person knows standard hand and voice signals
- Authority to halt work if unsafe conditions are observed

RIGGING CREW:

YES NA RIGGER NAME(s) [print]:

- Rigging Crew supervised by qualified Forklift Hook or Winch Operator

FORKLIFT OPERATOR:

YES NA FORKLIFT OPERATOR NAME [print]:

- Evaluation completed and authorized by Hoisting + Rigging Superintendent and/or Assistant Superintendent
- Review requirements and hazards
- Perform daily inspections + verify maintenance log
- Operator notified of repairs prior to operating
- Authority to halt work if unsafe conditions are observed

By signing the below, I certify that I possess the necessary qualifications to perform the duties that I have been assigned. I also understand my duties and responsibilities.

Company + Job #: _____

GLY Site Supervisor Signature: _____ Date: _____

Lift Director Signature: _____ Date: _____

Rigging Person Signature: _____ Date: _____

Operator Signature: _____ Date: _____

Hoisting + Rigging Evaluator Signature _____ Date: _____

Jobsite Superintendent Signature: _____ Date: _____

MOBILE CRANE SITE SUPERVISOR CHECKLIST

DESCRIPTION OF CRANE TASK(S):

SITE SUPERVISOR TO BE COMPLETED BY GLY

SITE SUPERVISOR NAME:

- | YES | NO | N/A | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | | Site Supervisor has reviewed all applicable W.A.C. requirements |
| <input type="checkbox"/> | <input type="checkbox"/> | | Site Supervisor has reviewed all applicable sections of the GLY Corporate Safety Manual |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Prior planning meeting has occurred where representatives of Site Supervisor, Lift Director, Tower Crane A/D Director, Mobile Crane A/D Director, Operator and Tower Crane Owner discuss coordination, sequencing, safety, hazards and responsibilities |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Mobile Crane meets initial requirements [inspections, certifications, pick plans etc.] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Verify Lift Director, A/D Director, Operator(s), Crane Owner, Rigging Supervisor and Signal Person are identified, qualified and competent and all certifications are current |
| <input type="checkbox"/> | <input type="checkbox"/> | | Crane operations are coordinated with other job site activities |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Review of permitting for critical lifts complete |
| <input type="checkbox"/> | <input type="checkbox"/> | | Subcontractor has provided a current copy of the Contract and Certificate of Insurance for Second Tier Subcontractor performing Mobile Crane activities to GLY? |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Access roads are adequate |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Sufficient room to assemble and disassemble [tower, mobile, assist crane] |
| <input type="checkbox"/> | <input type="checkbox"/> | | Work area is suitable for crane operations and adverse conditions addressed [area is level, free of underground utilities, proper distance from power lines, traffic controls, adequate support for outriggers etc.] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Monitor Operator Fatigue [is a multi-shift required?] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Weather forecast reviewed, documented and discussed |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Tower Crane Site Supervisor Checklist Complete [Separate Document] |
| <input type="checkbox"/> | | | Authority to halt work if unsafe conditions are observed |

CRANE DOCUMENTATION TO BE VERIFIED

- | | | | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Crane Certifications [annual, quadrennial, tags] by certified inspector |
| <input type="checkbox"/> | <input type="checkbox"/> | | Crane Operators Manual [containing load charts, diagrams, different configurations, by serial number] |
| <input type="checkbox"/> | <input type="checkbox"/> | | Crane Maintenance Program [inspection, testing, using qualified technicians] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Safety Meeting Agenda + Sign-in Sheet [pre-assembly, assembly, disassembly] |

LIFT DIRECTOR TO BE COMPLETED BY THE LIFT DIRECTOR

LIFT DIRECTOR NAME + COMPANY:

- | YES | NO | N/A | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | | Qualified and present during operations |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Verify all inspections have taken place |
| <input type="checkbox"/> | <input type="checkbox"/> | | Work area is suitable for crane operations; adverse conditions and potential hazards addressed [area is level, free of underground utilities, proper distance from power lines, weather, etc.] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Traffic controls in place |
| <input type="checkbox"/> | <input type="checkbox"/> | | Verify personnel involved in operations fully understand duties and hazards |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Crane crew informed of weight, radius, proper sequencing and placement of loads |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Load is properly rigged and balanced before lifting more than a few inches |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Read and understands Manufacturer's Instructions for Mobile Crane |
| <input type="checkbox"/> | | | Authority to halt work if unsafe conditions are observed |

MOBILE CRANE SITE SUPERVISOR CHECKLIST

SIGNAL PERSON TO BE COMPLETED BY THE LIFT DIRECTOR

SIGNAL PERSON NAME + COMPANY:

- | YES | NO | N/A | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Signal person qualified and conveyed to crane crew |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Signal person knows standard hand and voice signals |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Valid, current copies [front and back] for Signal Person |
| <input type="checkbox"/> | | | Authority to halt work if unsafe conditions are observed |

RIGGING TO BE COMPLETED BY THE LIFT DIRECTOR

RIGGING SUPERVISOR NAME + COMPANY:

RIGGER NAME + COMPANY:

RIGGER NAME + COMPANY:

RIGGER NAME + COMPANY:

RIGGER NAME + COMPANY:

- | YES | NO | N/A | |
|--------------------------|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Rigging crew qualified and understand basic functions |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Identify who the rigging crew is, their role and communicate that to the crane crew |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Rigging crew knows load placement, weight, and rigging to be used. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Rigging crew supervised by qualified person Name of Supervisor: _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Valid, current copies [front and back] for each rigging crew member |
| <input type="checkbox"/> | | | Authority to halt work if unsafe conditions are observed |

CRANE OPERATORS TO BE COMPLETED BY THE MOBILE CRANE OPERATOR

MOBILE CRANE OPERATOR NAME:

- | YES | NO | N/A | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Valid, current copies [front and back] for each NCCCO personnel |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Operator qualified to operate type of crane |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Know crane functions and limitations, load charts, weight, radius and location of loads |
| <input type="checkbox"/> | <input type="checkbox"/> | | MAXIMUM wind speed for operation of Mobile Crane per Manufacturer's Instructions _____
[MUST BE LISTED] |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Verify calculations for the net capacity and verifying that the crane will safely lift all loads. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Review requirements and hazards with Lift Director prior to operations |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Perform maintenance and daily inspections |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Operator notified of any recent repairs prior to operating |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Read and understands Manufacturer's Instructions for Mobile Crane |
| <input type="checkbox"/> | | | Authority to halt work if unsafe conditions are observed |

