

HAZARDOUS MATERIALS WORK TERMS AND CONDITIONS

VERSION 2.0, REVISED JULY 1, 2018

1. SUBCONTRACTOR'S BONDS.

1.1 Payment and Performance Bonds.

Upon execution of any Subcontract containing asbestos or lead abatement or any other activities that may be environmentally hazardous, Subcontractor shall at its own expense furnish to the Contractor performance and payment bonds in a form provided by the Contractor or other form acceptable to the Contractor and from a surety acceptable to the Contractor. The performance and payment bond provided shall be in the full amount of the Subcontract Price.

1.2 Sub-subcontractors.

Subcontractor shall not subcontract any portion of its work relating to the asbestos or lead abatement or any other activities that may be environmentally hazardous, without the prior written consent of Subcontractor's surety and the Contractor. The Subcontractor shall provide financial, insurance, and bonding information regarding the potential Lower Tier Subcontractor to Contractor so Contractor may evaluate potential Lower Tier Subcontractor. Contractor may withhold its consent to Subcontractor's subcontracting to a Lower Tier Subcontractor. All Lower Tier Subcontractors and purchase orders awarded by Subcontractor are subject to the provisions of the Subcontract Agreement, including the *Standard Terms and Conditions* and these *Hazardous Materials Terms and Conditions*, and Subcontractor shall include these provisions in its subcontract documents.

2. WORKING CONDITIONS.

2.1 Submittals.

Subcontractor shall submit all submittals, product data sheets, and shop drawings required by the Subcontract Agreement for the Contractor's and Owner's review within seven (7) days from the date the Contractor issued the Subcontract Agreement. Product data sheets and shop drawings (if applicable) are to be submitted for approval prior to the start of work.

2.2 Daily Report.

Subcontractor shall submit a Daily Report to the Contractor identifying its staffing, work descriptions, equipment used and the results of any daily testing. The report format must be acceptable by the Contractor and shall provide all information that may be required for the Contractor or Owner to meet the requirements of any law or regulation. Unless otherwise stated in writing by the Contractor, the Subcontractor shall submit its Daily Reports to Contractor through the LCP Tracker system.

2.3 Work Hours.

Unless specifically otherwise provided in the Subcontract Agreement, the working hours for the Subcontractor shall conform to regular working hours. All job site work required hereunder shall be performed Monday through Friday between the hours of 7:00 a.m. and 4:30 p.m. The Subcontractor shall obtain approval for any deviation from the regular working hours or days by submitting a written request to be received at least three (3) working days in advance for the approval of Contractor. While the regular workday hours are 7:00 a.m. to 4:30 p.m., Contractor shall have the option to revise the Subcontractor's work schedule as necessary to accommodate the project schedule.

2.4 Subcontractor Supervision.

The Subcontractor shall assign a full time on site supervisor acceptable to Contractor throughout the performance of Work. Subcontractor shall furnish work and cell phone numbers to the Contractor for its site supervisor, a project manager, and an executive responsible for the work.

2.5 Non-continuous Work.

The work includes any and all non-continuous work, required by the Contractor and the work requirements, necessary to meet job progress, such as, but not limited to: work made necessary by removal of shoring, temporary wiring, temporary piping, braces, guys, etc., which are not removed until the building is substantially complete, or work in the mechanical rooms, or work necessary for temporary installations, or work necessitated by the special construction phasing requirements of the project. The Subcontractor shall also recognize that completion of portions of the work may be required in order to provide occupancy or parts of the project prior to its final completion and that such work may not necessarily be in sequence with other work by the Subcontractor. The cost of all such non-continuous work shall be included in the Subcontractor's Price.

2.6 Temporary Facilities.

Subcontractor shall, as a part of the Scope of Work, supply, install, properly maintain and remove all temporary construction equipment, facilities, utilities, and consumables necessary for full and complete performance of the work. Such items shall include, but not be limited to, those listed below. The type of facilities, move-in and move-out dates, and locations on jobsite shall be subject to and in accordance with the review and approval of Contractor.

- a. All temporary buildings, including change rooms.
- b. All temporary walls, decon facilities, locker rooms, and storage areas.
- c. First aid facilities.
- d. Fuels and lubricants.
- e. Heating fuels.
- f. Transportation facilities on and off site.
- g. Communication facilities.
- h. Compressed air and gases.
- i. Maintenance of Subcontractor's lay down, storage and work areas and roads within such areas
- j. Electric distribution wiring. Connections to, and disconnections from, the power source shall be by the Subcontractor.
- k. All cranes and other necessary equipment for lifting and moving equipment.
- l. All stress-relieving equipment and complete stress relieving operations.
- m. All small tools.
- n. All standard expendable or consumable construction items and supplies.
- o. Site clean-up and transportation to dumpsters will be by Subcontractors.
- p. Containers, ice, cups for drinking water.

Due to the limited availability of storage space on the jobsite, Subcontractor shall coordinate the delivery of all equipment and materials to allow for timely installation and erection. Subcontractor shall be responsible for the storage, protection, and security of all materials falling under his jurisdiction on the jobsite.

- a. Delivery Hours: Materials will be received only during established working hours, Monday through Friday.
- b. Subcontractor shall submit to Contractor, for review and approval, the size and location of the lay down area requirements.

3. FINANCIAL INFORMATION FROM SUBCONTRACTOR.

Subcontractor shall furnish to Contractor a copy of Subcontractor's, and, if applicable, the Subcontractor's holding company's, audited financial statement for the most recent fiscal year. Each year, Subcontractor shall furnish to Contractor a copy of Subcontractor's, and, if applicable, the Subcontractor's holding company's audited financial statement for the concluding fiscal year within 120 days of the close of its fiscal year.

4. LICENSES, REGISTRATIONS AND REGULATIONS

4.1 Business Licenses and Registrations.

As required by federal, state and local regulations, the Subcontractor shall possess valid and current licenses and registrations for all aspects of the Work to be performed. For example, if the work requires asbestos abatement, the Subcontractor shall possess the necessary asbestos handler and asbestos contractor licenses, as well as the necessary hazardous material license and endorsements to haul the asbestos from the site.

4.2 Personnel Licenses and Registrations.

As required by federal, state, and local regulations, the Subcontractor shall only employ persons in possession of valid and current licenses and registrations for all aspects of the Work to be performed. For example, if the Work requires asbestos abatement, the Subcontractor shall employ a person licensed as asbestos contractor supervisor, as required, as well as licensed asbestos handlers, air monitors, etc.

If the Work requires laboratory analysis of material or air samples, the laboratory should carry all of the necessary licenses, certifications, and approvals necessary to perform the Work. Additionally, the laboratory selected shall comply with all standard testing procedures and prepare its reports in accordance with then current requirements.

4.3 Indemnification.

IF SUBCONTRACTOR, ITS EMPLOYEES, AGENTS OR LOWER TIER SUBCONTRACTORS FAILS TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS RELATING TO ANY ASPECT OF THE WORK AND THAT FAILURE TO COMPLY, DIRECTLY OR INDIRECTLY, RESULTS IN INJURY, DEATH, ANY PROPERTY DAMAGE, LOSS OR DESTRUCTION, OR CRIMINAL OR CIVIL PENALTY, FINE, WORK STOPPAGE OR SUSPENSION, SUBCONTRACTOR ASSUMES THE LIABILITY THEREOF, AND TO THE FULLEST EXTENT PERMITTED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS CONTRACTOR AND ITS AGENTS, SERVANTS, EMPLOYEES, AND SURETIES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND FINES, ARISING OUT OF OR RELATED THERETO. SUBCONTRACTOR'S OBLIGATIONS UNDER THIS ARTICLE SHALL BE IN ADDITION TO ANY INDEMNITY LIABILITY IMPOSED BY THE STANDARD TERMS AND CONDITIONS, PROJECT TERMS AND CONDITIONS, OR CONTRACT DOCUMENTS.

5. INSURANCE REQUIREMENTS

5.1 General Liability.

In addition to the insurance requirements specified in the *Subcontract Agreement*, the Subcontractor shall provide Asbestos Abatement Insurance, Lead Paint Liability Insurance, Lead Abatement Liability Insurance, Lead Abatement Contractors Insurance, and Pollution Insurance, as necessary, coverage up to \$2,000,000 per occurrence.

The Subcontractor shall provide General Liability Insurance, which does not exclude asbestos, lead abatement, or other environmentally hazardous activity, written on the comprehensive form of the policy or Pollution Liability coverage. Said insurance shall cover damages related to current and future claims based on incidents occurring during the performance of work under this contract. The insurer and policy provisions proposed by the Subcontractor are subject to the prior written approval of Contractor.

5.2 Insurance Policy

Subcontractor shall furnish to Contractor for approval one copy of each applicable insurance policy, certified by the issuing insurance company.