



# Contract 25-0035-12500

Project: 250035 - UCF One Central Plaza 7&8  
832 Georgia Ave  
Chattanooga, Tennessee 37402

## Subcontractor Agreement

|                   |   |                  |                           |
|-------------------|---|------------------|---------------------------|
| CONTRACT COMPANY: | Read Window Products LLC<br>5900 Weisbrook Lane<br>Knoxville, Tennessee 37909 | PROJECT MANAGER: | Guy Campbell              |
| START DATE:       | 02/19/2025  | COMPLETION DATE: | 03/10/2025                |
| RETAINAGE:        | 10.0%   |                  |                           |
| PLANS DATE:       |   |                  | ARCHITECT:                |
| ADDENDUM NUMBER:  | none  |                  | Grant Interior Design Lab |

**NOTES:**

Solar window shades for 7th and 8th floor offices, conference room and boardroom complete and per quote #25-139 Rev3, dated 2/17/2025.

| # | Budget Code              | Description         | Amount                                 |
|---|--------------------------|---------------------|--|
| 1 | 12-12500.000.Subcontract | Solar Window Shades | \$15,910.00                            |
|   |                          |                     | <b>Grand Total:</b> <b>\$15,910.00</b> |

**TERMS AND CONDITIONS:**

By entering into a contract with P&C Construction for the above stated project, the above subcontractor/supplier is also bound to the contract between P&C Construction and the Owner and assumes all obligations P&C has to the Owner that arise under subcontractor's scope of work. All pay requests must be submitted on a monthly basis no later than the 20th day of the month. All subcontractors and/or suppliers shall comply with all payment terms stated in the P&C subcontract agreement. P&C will not issue any future payments to a subcontractor until it has provided a detailed breakdown for every progress billing including supplier's invoices for the job specified above. To ensure that sub-subcontractors and suppliers are properly and promptly paid, and in order to prevent liens from being filed, P&C is providing three payment options:

P&C will issue joint checks to you and your sub-subcontractors and/or suppliers which are indicated on your billings.

P&C will accept lien waivers for the full amount signed by your sub-subcontractors and/or suppliers for the above specified job.

P&C will pay the sub-subcontractors and/or suppliers direct and deduct from the subcontract amount.

**Read Window Products LLC**  
5900 Weisbrook Lane  
Knoxville, Tennessee 37909

DocuSigned by:

0A7659A6410B400...

SIGNATURE

2/19/2025

DATE

DocuSigned by:

069001125675400...

SIGNATURE

2/19/2025

DATE



## **Subcontractor Instruction Packet**

This Packet contains documents that are needed by P&C Construction Inc. Please complete the required documents and return an electronic copy within 3 days of receipt. Please see below as to when each document is required. If you have any questions, please feel free to contact us.

**REQUIRED ITEMS-** These are items that are required before you are permitted on our jobsite.

- 1) P&C Summary Page (signed and dated)
- 2) P&C Subcontract (completely filled out, each page initialed, and last page signed)
- 3) Verification of Eligibility to Work Form (signed and notarized)
- 4) Progress Billing, Schedule of Values, Subcontractors Waiver and Release of Lien, Exhibit 1, Exhibit 1A, and P&C General Warranty- All initialed at the bottom of each page.

**PROGRESS BILLING-** Submitted every 30 days from start of project

- 1) P&C Progress Billing Application
- 2) Schedule of Values
- 3) Subcontractors Waiver and Release of Lien
- 4) Exhibit 1- Provide a listing of ALL Vendors
- 5) Proof of vendor payments (Exhibit 1A, copies of checks, etc.)
- 6) Owner specific lien waiver (if required)
- 7) Certified Payrolls (if required)

### **FINAL and RETAINAGE Billing**

Retainage should be billed separately at the completion of your contract even if you are submitting your final regular draw at the same time.

- 1) P&C Progress Billing Application- (Total contract amount minus Retainage)
- 2) P&C Progress Billing Application- (Retainage Only)  
\*\* Often the owners will release the regular draw before the retainage and by billing them separately we can process your regular draw more quickly.
- 3) Schedule of Values
- 4) Subcontractors Waiver and Release of Lien - Amount of waiver & total contract amount MUST match
- 5) Exhibit 1- Provide a listing of ALL Vendors
- 6) Exhibit 1A- Final Affidavit and Waiver of Lien from EVERYONE listed on Exhibit 1
- 7) Owner specific final lien waiver (if required)
- 8) Certified Payrolls (if required)
- 9) P&C General Warranty- Filled out and notarized
- 10) All Closeout documents as required per the project's specification manual including but not limited to:
  - a. Properly executed product warranties with serial numbers
  - b. Manufacturer's operations and maintenance manuals
  - c. As-built drawings (preferably on CD-ROM)
  - d. Any additional information required by the Owner

Our goal is to pay you as quickly as possible after we receive payment from the owner. By completing your application properly with all the supporting documentation on a timely basis, this can be achieved upon payment by the owner. Should you have any questions about these procedures, please feel free to call us.



## SUBCONTRACTOR'S AGREEMENT

THIS SUBCONTRACTOR'S AGREEMENT is entered into this date , by and between P&C Construction, Inc., a  
 Tennessee corporation (hereafter referred to as "P&C"), and [state],  
 [corporation/partnership/sole proprietorship] ("Subcontractor"), with reference to

### **RECITALS:**

- A. P&C Construction Inc. is a General Contractor/Design Build Firm/Construction Management Corporation.
- B. P&C has the authority to enter into, implement, and terminate contracts for the performance of services and/or the supplying of materials at its own discretion.
- C. P&C desires to engage Subcontractor to perform services and/or supply materials to P&C and Subcontractor desires to perform services and/or supply materials to P&C.
- D. The parties desire to set forth the terms and conditions under which Subcontractor will perform service and/or supply materials to P&C.
- E. The Contractor and Subcontractor are hereby mutually bound by the terms of this Subcontract. To the extent the terms of the prime contract between the Owner and Contractor apply to the work of the Subcontractor, then the Contractor hereby assumes toward the Subcontractor all the obligations, rights, duties and redress that the Owner under the prime contract assumes toward the Contractor. In an identical way, the Subcontractor hereby assumes toward the Contractor all the same obligations, rights, duties, and redress that the Contractor assumes toward the Owner and Architect under the prime contract. Subcontractor acknowledges it has reviewed and familiarized itself with the terms of the prime contract relevant to it. In the event of an inconsistency among the documents, the specific terms of this Subcontract shall govern.
- F. This agreement once signed will stand good for a period of two (2) years for any P&C Project.

**IN CONSIDERATION** of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby enter into this Subcontractor's Agreement **including the "Terms and Conditions" attached hereto** (the "Agreement"), on the terms and conditions contained herein.

**DESIGNATED CONTACT PERSONS:** Unless otherwise specified on a Purchase Order (as defined in Paragraph 1), or as may be changed from time to time in a written notice to the other party (as provided in Paragraph 1), the following shall be the designated contact person(s) at P&C Construction:

| <u>NAME</u>                       | <u>Telephone Number</u> | <u>Fax Number</u> |
|-----------------------------------|-------------------------|-------------------|
| Project Manager:                  | (423) 493-0051          | (423) 493-0058    |
| Alternate Contact: Nic Cornelison | (423) 493-0051          | (423) 493-0058    |

All communications regarding the Scope of the Work in this Subcontract must go between the above named contact persons. Failure of Subcontractor to comply with this obligation may result in Subcontractor's waiver of potential claims for relief out of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first set forth above.

### **General Contractor:**

**P&C Construction Inc.**, a Tennessee Corporation  
 Telephone Number (423) 493-0051  
 Fax Number (423) 493-0058  
 Website [www.pc-const.com](http://www.pc-const.com)

### **Sub-contractor:**

a

|                   |        |                  |
|-------------------|--------|------------------|
| Name:             | Class: | Expiration Date: |
| License #:        |        |                  |
| FEIN:             |        |                  |
| Telephone number: |        |                  |
| Fax number:       |        |                  |
| Email:            |        |                  |

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If Sub-contractor has obtained any state or federal certification as a minority, women, or disadvantaged business enterprise, please indicate certification designation.

Type of Certification:

Certified by:

**Emergency Contact**

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

Telephone Number: \_\_\_\_\_

**TERMS AND CONDITIONS****I. PURCHASE ORDERS AND JOB NUMBERS**

From time to time P&C Construction may, but is not obligated to, request Subcontractor to perform services and/or supply materials (the "Work"). In the event P&C desires Subcontractor to perform the Work, P&C is authorized to enter into a purchase order with Subcontractor, substantially in the form attached hereto as Exhibit A ("Purchase Order"), which purchase order shall reference and incorporate the terms and conditions of this Agreement. Each Purchase Order shall specify the job number, location(s) of the Property, state the nature of the Work, including, as applicable, specifications, quantity, materials, time for performance, and the compensation to which Subcontractor is entitled for the Work and all other relevant terms. Each Purchase Order shall be governed by the terms and conditions of this Agreement. Where the Work to be performed by Subcontractor, in whole or in part, includes on-call services, the Purchase Order shall include a description of the on-call services and the compensation to be paid to the Subcontractor. When on-call services are requested by P&C, P&C may communicate a verbal request to Subcontractor to perform the Work and issue a job number to Subcontractor ("Job Number"). Any Work performed by Subcontractor pursuant to a Job Number shall be performed in accordance with the terms and conditions of this Agreement and Subcontractor shall reference the Job Number on any billing, invoice, or statement presented to Owner for compensation for such Work.

**II. SUBCONTRACTOR'S DUTIES AND OBLIGATIONS**

Subcontractor's duties and obligations include, but are not limited to, the following:

A) Subcontractor shall, or shall cause its employees and agents to:

- 1) Notify P&C Construction Inc. in writing before starting Work if any conditions at the Property where the Work will be performed are not acceptable. Subcontractor specifically agrees to abide by and observe all safety orders, rules, regulations, or requirements of all federal, state, and local government agencies exercising safety jurisdiction over the Work, including, but not limited to, all standards or regulations of the Occupational Safety & Health Administration which are applicable to the Work being performed.
  - The Subcontractor is responsible for providing and requiring the use of required personal protective equipment.
  - Approved hard hats shall be worn at all times while on any job site requiring them. Hard hats shall be worn with the bill forward unless the wearing of eye protection prevents this as in the case of welders. The bill forward is designed for facial and eye protection from falling objects and dust, etc.
  - No radios, tape players, jamboxes, etc. are allowed on the jobsite.
  - Long hair shall be contained under hard hat or net if working where it may get entangled.
  - Full length pants without excessive length or flare bottoms will be required. Shirt must cover the entire midsection. Net shirts, halter tops, etc. shall not be worn on any construction site.
  - A serviceable pair of work shoes or boots, made of leather or similar material, shall be worn. Tennis shoes, sandals, and other similar shoes are not permitted.
  - Fighting or horseplay shall not be tolerated.
  - No employee shall possess, use, or be under the influence of drugs or alcohol while on any project.
  - No fire arms are to be brought on to any jobsite.
  - Promptly report all unsafe conditions and all injuries to P&C's Supervisor.
  - Trash shall be disposed of properly in designated containers. Good housekeeping shall be maintained in all work areas.
  - The speed limit on all jobsites is 10 MPH. The speed limit must not be exceeded.
  - Safety meetings shall be held on a regular basis. Documentation of topic and attendees shall be maintained.
  - All electrical tools, cords, appliances, etc. must comply with applicable OSHA and the National Electrical Codes.
  - Always tag out defective tools, cords, appliances, etc.
  - All equipment with an obstructed view to the rear must be equipped with an audible reverse signal alarm. Equipment must be maintained in a safe operating condition.
  - Approved safety cans shall be used for flammable and combustible liquids. No smoking signs and fire extinguishers shall be provided within 50' of fuel storage tanks.
  - When burning and welding is being done, a fire extinguisher must be close at hand at all times.
  - Hearing protection shall be worn when required.

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- A respiratory protection program shall be established and implemented by subcontractors as required.
- Be alert and keep out from under overhead loads.
- Do not operate machinery if you are not an authorized operator.
- Do not leave material in aisles, walkways, stairways, roads, or other points of egress.
- Riding material hoist or other moving equipment is prohibited except on the seats provided.
- All open holes, excavations, floor openings, etc. shall be properly covered or barricaded. It shall be the responsibility of the Subcontractor to reinstall any barricade or open cover that may be required to remove to perform their work.
- Compressed gas cylinders shall be secured in an upright position at all times. Valve caps shall be in place when not in use. They shall be transported and stored in accordance with Federal and State standards. Cylinders shall be separated in storage per applicable regulations.
- Only vehicles approved by the project superintendent will be allowed on site. No vehicles shall be allowed in buildings without approval of P&C.
- All ladders must be inspected prior to use. Defective ladders must be removed from service immediately. All ladders shall have firm footings, made secure at the top, and extend 36" above landing.
- Each Subcontractor is responsible for flagging and fencing of their excavations and trenches.
- Each Subcontractor is responsible for their own ground fault interrupters (GFI).
- Each Subcontractor is responsible for their own Hazard Communications Program, and should make it available upon request. MSDS sheets for subcontractor – supplied materials shall be furnished to P&C prior to materials coming on site.
- No material shall be dropped outside the exterior wall of the building where the distance is more than 20' high, unless contained in a chute enclosed on all sides. If the drop distance is less than 20' high, the landing area must be barricaded. Material may be dropped through openings in the buildings, but must be barricaded at least 42" high and 6' or more from the edge of the opening at the landing.
- Any subcontractor employees who are found to be in violation of these safety rules or other company policies or procedures is subject to being removed from the jobsite.
- The subcontractor is responsible for providing safe access to all of its work locations and maintain a healthy and safe work area for its employees.
- Working within 10 feet of overhead power lines is prohibited, unless the lines are being grounded or otherwise insulated from contact by the electrical utilities.
- Before any excavation, all utilities must be notified for line locations. Call 1-800-382-5544 in Tennessee. Each subcontractor is responsible for their own ticket numbers.
- When excavation or trenching work is being performed, a trained competent person as defined by OSHA 1926 subpart P must be present at all times. All excavations will be inspected daily and as needed throughout the shift by a trained competent person.
- Have emergency phone numbers posted by the job phone along with the address of the jobsite.
- All posted safety rules must be obeyed and must not be removed except by management's authorization.
- Approved eye protection equipment that meets ANSI Z87 requirements shall be worn at all times when eye hazards are present.
- Owner may require additional safety requirements. Subcontractors must comply with owners regulations.
- Provide training documentation required to perform the scope of work per OSHA standards.

2) take all precautions necessary to protect persons or property against risk of death, bodily harm, injury or damage, including, but not limited to providing for the safety of and prevention of accident or injury to Subcontractor, owner, P&C personnel, and all others around the project while in, on, or about the Property or while completing the Work (including entrances, exits, and rights of way), by carefully inspecting the Property involved in the Work before starting performance and from time to time thereafter for any and all dangerous conditions or activities in, on, or about the Property, and by giving such persons notice of dangerous conditions and activities by installing and maintaining at all times such safety devices, guards, barricades, and danger signs and by adopting such other measures as shall be necessary to safeguard such persons against all such dangerous conditions and activities however arising.

3) furnish all supervision, appropriately and adequately trained labor, material, fuel, equipment, transportation, detail drawings, permits, samples, and services necessary to perform, provide, fabricate, install, and completely finish the Work as described and set forth in any Purchase Order, in accordance with the terms of this Agreement and the applicable Purchase Order and shall provide, without extra charge, all incidental items required as a part of the Work, even though not particularly specified or indicated.

4) unless otherwise specified, supply all new materials.

5) where specific brands and names of materials are set forth in the specifications, specific brands and names are for the sole purpose of establishing a standard quality of material to be utilized if the same are approved by P&C and Owner in writing, which such approval shall not be unreasonably withheld.

6) perform and complete the Work diligently and without interfering with other subcontractor's work, other activities of P&C Construction, or tenants of the Property and promptly repair any damage caused by Subcontractor and its employees at Subcontractor's sole cost.

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- 7) perform and complete the Work in a good and workmanlike manner, and in accordance with the best practice of the respective trades engaged and to the satisfaction of P&C Construction and its customers.
- 8) before commencing the performance of the Work, Subcontractor shall obtain and supply all permits and licenses as may be necessary, and, before and during the performance of the Work, give all notices and comply with all applicable laws, ordinances, rules, and regulations of every kind and nature now or hereafter in effect promulgated by any federal, state, county, or other governmental authority, relating to the performance of the Work. Subcontractor shall pay for all permits, licenses, and inspection fees related to the Work. If Subcontractor performs any Work that is contrary to any such law, ordinance, rule, or regulation, it shall bear all the costs arising therefrom. In the event that Subcontractor is unable to procure the necessary permits, P&C Construction shall have the option of either (a) canceling the Work without any liability whatsoever, or (b) procuring the permits, in which case the costs thereof shall be deducted from the amount due Subcontractor.
- 9) afford equal employment opportunity to all otherwise qualified persons without regard to race, color, religion, national origin, sex, or age; establish and enforce procedures and practices to ensure equal employment opportunity in recruiting, hiring, training, upgrading, promotions, transfers, layoffs, recalls, termination, compensation, working conditions, benefits, and privileges.
- 10) before storing any materials or constructing any temporary work shanty upon Property where Work shall be performed, obtain clearance from P&C in writing designating the location and space on the Property for such storage.
- 11) at all times keep the Property free from accumulations of waste material or rubbish caused by its employees or the Work. At the completion of the Work, Subcontractor shall, at Subcontractor's sole cost and expense, remove from the Property all debris, tools, equipment, surplus materials, and paraphernalia and leave such property fully cleaned. In the event Subcontractor does not maintain work under his control in a neat and orderly fashion or does not appropriately clean or remove debris and surplus materials generated by Subcontractor's work, P&C may, at its option, perform such clean up or trash removal services as may be deemed necessary by P&C or Owner and charge Subcontractor for such work.
- 12) abide by P&C and owner's safety regulations, if any are provided to Subcontractor; however, the parties agree that Subcontractor is solely responsible for providing its employees with a safe work area.
- 13) pay all sales, use, and other taxes of every kind on labor, equipment, and materials used in connection with the Work. Payment for such taxes is included in the compensation paid by P&C to Subcontractor. Where applicable, Subcontractor must separately state sales, use, and other taxes on all invoices submitted to P&C.
- 14) assign to P&C and owner, warranties on equipment purchased and installed. Subcontractor shall guarantee the full and complete compliance of the Work, and warrant all materials and workmanship provided, furnished, or supplied under or pursuant to this Agreement against defects for a period equal to the greater of: (a) one (1) year from date of completion or acceptance, or the period identified in the prime contract with the Owner, whichever is later or (b) the manufacturer's warranty period; and during that time Subcontractor shall replace or repair to P&C/Owner's satisfaction any work or material which may, in the opinion of P&C/Owner, be defective, and replace work damaged as a consequence of defects, all without any cost to P&C/Owner. The foregoing period and time may be extended by written agreement and shall be deemed to be extended for such greater period of time as may be specified in Subcontractor's standard warranty or service guarantee. It is understood and agreed that P&C is intended third-party beneficiary of all Purchase Orders executed by Subcontractor and that P&C shall have the right, but not the obligation, to bring an action for defective, faulty, or non-conforming merchandise against any subcontractor authorized to perform the Work. Subcontractor shall inform all such authorized manufacturers and material suppliers in writing that P&C is intended third-party beneficiary of all services and merchandise provided for the Property. All such warranties are material and shall survive acceptance and shall run to Owner and its respective successors and assigns, and all warranties shall be construed as conditions as well as warranties and are in addition to and not to the exclusion of other remedies or warranties, express or implied.
- 15) promptly respond to all questions or calls from P&C concerning the Work and keep P&C apprised as to the status of the Work
- 16) render to P&C all assistance which P&C may require with respect to claims made or actions brought against P&C relating to Work, including, without limitation, review of claims and participation in negotiations, which assistance shall be rendered, if necessary, both before and after Subcontractor has otherwise completed performance of such Work.
- 17) keep all records and make all payments required by the Federal Social Security Act and all Social Security, Unemployment Compensation or other laws or regulations of any and all states in which it does business
- 18) at no expense to P&C Construction, keep full and detailed accounting records, correspondence, drawings, instructions, memoranda, receipts, specifications, vouchers, and similar data relating to its performance of the Work (collectively, "Records"). The accounting records must be prepared and maintained on the basis of generally accepted accounting principles. All Records must be available to P&C upon request by P&C within a reasonable period of time after such a request, at a reasonable location, and during normal business hours for a period of five (5) years after the completion of Work.
- 19) after completion of the Work, or sooner upon request of P&C, deliver all documents, reports, records, and materials generated during the Work to P&C which Subcontractor acknowledges and agrees shall be work product owned by P&C. **All closeout documents must be submitted within 15 days of substantial completion. A liquidated damage fee of up to \$500 per calendar day will apply if documentation is not received within 15 days.**

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- 20) take all actions necessary to mitigate and limit the odors and noise associated with the Work to the absolute minimum necessary to complete the Work and abide by Owner's indoor air quality standards.
- 21) identify to P&C, in advance of delivery of, any Hazardous Materials (as defined in Paragraph 9(k) of this Agreement) incorporated in or associated with the Work to be provided here under and, in any event, use and dispose of any such Hazardous Materials which are utilized, transported, or generated in connection with the Work, in accordance with all applicable laws, rules, and regulations. Prior to, and in connection with the delivery of any Hazardous Materials to the Property, Subcontractor shall complete and deliver to P&C, in accordance with applicable laws, rules, and regulations, a Material Safety Data Sheet with respect to such Hazardous Materials.
- 22) keep strictly confidential the terms of this Agreement, all Purchase Orders, and any other information relating to P&C, owner, or the Property (not including information in public records) obtained by Subcontractor in connection with performing the Work. In addition to the aforementioned, subcontractor shall abide by the terms and conditions of P&C's and owners confidentiality/ non-disclosure agreements
- 23) exhibit identification credentials to gain access to the Property as P&C may require
- 24) in the event of any natural or man-made disaster that affects the Property or which affects P&C's operation at the Property, as soon as Subcontractor is aware of such event, immediately use its best efforts to contact P&C by telephone or any other means to determine whether the work provided by Subcontractor under this Agreement is needed. If such work is needed, and if directed by P&C, Subcontractor shall immediately dispatch its employees or agents as necessary to provide assistance in the assessment of damage and the prevention of future damage, and the clean-up and repair of the Property so as to enable Owner to perform the essential operations of the Property.
- 25) immediately notify P&C in writing whenever Subcontractor becomes aware of materials reasonably believed to be Hazardous in, under, on about, or adjacent to the Property that are not in compliance with federal, state, or local laws, ordinances, rules, regulations, and orders which relate to Hazardous Materials.
- 26) immediately notify P&C in writing whenever, in connection with performing the Work, Subcontractor becomes aware of
  - (a) any government or regulatory action, (b) any claim against Subcontractor, P&C, or Owner, or (c) any reports, complaints, notices, or warnings of asserted violations from any environmental agency.
- B) Subcontractor shall not:
  - 1) sublet, assign, subcontract or transfer this Agreement, or any part thereof, without the written consent of P&C, nor will Sub-contractor assign any monies due, or to become due to him, hereunder without the prior written consent of P&C.
  - 2) subcontract any part of the Work or perform any such work directly for the Owner on site without P&C's prior written consent authorizing such subcontracting.
  - 3) erect job site signage of any kind without prior approval from P&C. This includes job trailer signage or mobile signage of any type.
  - 4) perform work directly for Owner on site unless released to do so by P&C.
  - 5) after completion of the Work, have any right or interest in such Work or communication with any customers or employees regarding such Work unless released to do so by P&C.
  - 6) without the prior written approval of P&C/Owner, make any news release, public announcement, denial, or confirmation of any part of the subject matter of this Agreement or any Purchase Order between Subcontractor and P&C related to this Agreement or disclose to any third party without the prior written consent of P&C, any confidential information obtained in connection with this Agreement.
  - 7) without P&C's prior and specific written consent, use or bring on the Property Hazardous Materials, except as provided for in Paragraph 2(a)(xx) above.
- C) to the extent permitted by applicable local law, Subcontractor does hereby, upon receipt of payment, waive and release, for itself and those persons supplying labor and/or materials to Subcontractor, their respective claims and/or rights for mechanic's or materialmen's liens. Upon request from P&C, Subcontractor shall provide to P&C and to such party P&C directs an executed lien release(s) on a form complying with state law and approved by P&C. Subcontractor shall indemnify, hold harmless, protect and defend P&C/Owner from and against all claims, actions, costs, liabilities, payments, or expenses (including attorney's fees, costs, and expenses) arising out of mechanics' lien or materialmen's lien filed against P&C/Owner with respect to the Work.

**III. SUBCONTRACTOR'S EMPLOYEES**

- A) Subcontractor shall comply with all laws, orders, and regulations of public authorities relative to rates of wages, hours of labor, and other similar or dissimilar matters which may be binding upon P&C in connection with any work or contract for or in connection with which the Work furnished by Subcontractor under this Agreement is, or are intended to be, used. Subcontractor shall be responsible for all injuries or damages to Subcontractor's employees or agents incurred or sustained on the Property while completing or in any way associated with the Work. Subcontractor shall indemnify, hold harmless, protect, and defend Indemnities (as defined in Paragraph 7 of this Agreement) (with counsel satisfactory to P&C) from and against all Claims (as defined in Paragraph 6 of this Agreement) arising out of or related to such injuries or damages.
- B) Subcontractor agrees to comply with all applicable labor laws, regulations, and standards issued or promulgated by federal, state, or other governmental authority having jurisdiction including, but not limited to immigration laws, laws prohibiting sexual harassment, and discrimination based on race, gender, religion, or disability. Subcontractor further agrees to be bound by and comply with all applicable Fair Employment Practices and Equal Opportunity Provisions and Regulations of federal,

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state, or other governmental authority having jurisdiction, including the Equal Opportunity Clause set forth in 41 CFR Chapter 60, 40 to the extent that such rules and regulations apply. Subcontractor acknowledges that it has read said laws, regulations, standards, and provisions and is familiar with said terms thereof. Subcontractor agrees that any sub-contractor of any portion of the work covered hereby shall observe and be bound by said provisions to the same extent as herein required by subcontractor including, but not limited to prohibitions against sexual harassment and discrimination based on race, gender, religion, or disability.

**IV. COMPENSATION**

A) Subcontractor shall be compensated for the Work in accordance with the terms set forth on the Purchase Order. Prior to receipt of final payment, Subcontractor shall certify to P&C that all materials, equipment and labor furnished pursuant to a Purchase Order or Work Order Number have been fully paid and discharged, and shall provide any necessary affidavits or waivers requested by P&C. All billings from subcontractor shall be received no later than twenty-five (25) days after final completion of the Work. **Payment by Owner to Contractor for work of the Subcontractor shall be a Condition Precedent to any payment by Contractor to Subcontractor for work performed pursuant to this Subcontract, and it is specifically understood and agreed that the payment to Subcontractor is dependent as a Condition Precedent upon Contractor receiving contract payment, including retention, from Owner. Upon payment from Owner, Contractor will pay Subcontractor within fifteen (15) days of receipt of payment from Owner to P&C, subject to Subcontractor's compliance with all terms of this Agreement.**

B) P&C may withhold or, on account of subsequently discovered evidence, nullify the whole, or part as the case may be, of any Request for Payments submitted by Subcontractor to P&C to such extent as may be necessary to protect P&C from loss on account of:

- 1) Defective Work, or Delay in Work, not remedied
- 2) Claims filed, or reasonable evidence indicating probable filing of claims against Subcontractor by suppliers or material men.
- 3) Failure of Subcontractor to make payments properly to subcontractors, or for material or labor.
- 4) Reasonable doubt that the terms and conditions contained in this Agreement can be completed for the balance of Subcontract Sum then unpaid due to Subcontractor's failure to timely prosecute the Work as specified in this Agreement or Subcontractor's failure to perform the Work in accordance with the terms and conditions of this Agreement.
- 5) Damage, loss, or delay suffered by P&C or another subcontractor caused in any manner by Subcontractor.

C) As such basis for the withholding of payments are removed or cured, payment shall then be made for such amounts previously withheld.

**V. ADDITIONAL WORK/ CHANGE ORDERS**

Any and all additions, deletions, changes, and/or alterations to, or in, the Work described in the Purchase Order shall be considered a part of this Agreement only upon the recognition and agreement thereof by P&C hereto in writing. **All notices as to changes in Work or material shall be given in writing, signed by the parties, and shall specifically set forth and describe the extra work involved or change of work desired and the price or cost of the same, and the effect on time of performance. Failure of Subcontractor to comply with this provision will result in a waiver of any claim for additional work by the Subcontractor.**

**VI. INSURANCE****A) Insurance Required**

Subcontractor shall procure and maintain in effect at all times during the term of this Agreement, at its sole cost and expense, the following insurance coverages, which insurance shall be placed with insurance companies rated at least A-7 by Best's Key Rating Guide. However, on particular bids or contracts, P&C may require additional insurance, higher limits, and/or higher insurance company rating. In the event P&C determines in its reasonable judgment that additional insurance or additional excess liability insurance is required for certain projects, Subcontractor shall procure such additional insurance and provide evidence of same to P&C prior to commencing work on such projects.

**1) Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.**

- a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
- b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- c) The CGL coverage shall not be limited by excluding coverage for work performed by subcontractors (CG 22 94, CG 22 95 or equivalent).
- d) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement(s) providing equivalent coverage to the additional insureds such as CG 20 33 and CG 20 37. This insurance for the additional insured will provide ongoing operations and completed operations coverage. It shall apply as Primary and Non-Contributing

**SUBCONTRACTOR'S AGREEMENT**

Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

- e) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 5 years after completion of the Work.

**2) Automobile Liability**

- a) Business Auto Liability with limits of at least \$1,000,000 each accident.
- b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c) General Contractor, Owner and all other parties required of the General Contractor, shall be included as insureds on the auto policy.

**3) Commercial Umbrella**

- a) Umbrella limits must be at least \$1,000,000.
- b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- c) Umbrella coverage for such additional insureds shall apply as primary before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the Subcontractor.

**4) Workers Compensation and Employers Liability**

- a) Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease, or the minimum amount required by law in the jurisdiction in which the work is being performed, whichever is greater.
- b) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
- c) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy

**5) Waiver of Subrogation**

Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any commercial general liability, commercial umbrella liability, business auto liability or workers compensation, employers liability insurance or builder's risk insurance.

**B) Terms and Conditions of Insurance**

- 1) Within thirty (30) days of the date hereof, Subcontractor shall file with P&C a valid/original "Certificate of Insurance" evidencing that all required insurance is in full force and effect. Subcontractor shall maintain current and valid Certificates of Insurance which shall be kept on file with P&C at all times during the term hereof and during the performance of the Work pursuant to this Agreement. P&C will not process any invoices or applications for payment submitted by Subcontractor for Work performed under a Purchase Order unless P&C has a valid/original Certificate of Insurance on file for Subcontractor. Subcontractor shall not make any changes in or allow the required insurance coverages to lapse without first obtaining P&C's prior written approval.

- 2) All policies for insurance shall be in form satisfactory to P&C and shall contain an endorsement providing that P&C must be given thirty (30) days' prior written notice of any cancellation or material change in the policy or coverage thereunder. Upon request, Subcontractor shall furnish P&C with complete copies of the insurance policies required by this Paragraph 5.

- 3) Subcontractor shall add by endorsement to its policies of insurance, except for Workers' Compensation Insurance, P&C and its employees and agents, and if applicable, all beneficiaries thereunder, as additional insureds, using the following language:

**P &C Construction Inc. and its employees and agents, and all beneficiaries, if any, are Additional Insureds jointly and/or severally regarding any coverage afforded by this policy with respect to services and/or materials performed, furnished, or supplied on, for or to such properties. This insurance shall be primary with respect to any other insurance available to such additional insureds, and shall be endorsed in a manner that will prohibit the subcontractor's insurers from seeking contribution from such insurance of the additional insureds.**

- 4) Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy. These certificates and the insurance policies required by this Article shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor. Acceptance of said certificate will not be deemed to be a waiver of any of the requirements of this contract.

**VII. INDEMNIFICATION**

- A) To the fullest extent permitted by law, Subcontractor shall secure, defend, protect, hold harmless and indemnify the (Contractor, Owner, Construction Manager, Architect) and any of their respective agents, servants and employees against any liability, loss, claims, demands, suits, costs, fees and expenses whatsoever arising from bodily injury, sickness, disease (including death resulting there from), of any persons, or damage or destruction of any property, including loss of use, arising out of or in connection with the performance of any work relating to this Contract, including extra work assigned to the Subcontractor, based upon any act or omission, negligent or otherwise, of (a) the Subcontractor or any of its agents, employees or servants, (b) any sub-subcontractor, supplier or material men of the Subcontractor or any agents, employees, or servants thereof, (c) any other person or persons. The obligations of indemnification contained herein shall exclude only those matters

**SUBCONTRACTOR'S AGREEMENT**

in which the claim arises out of the sole negligence of the (Contractor, Owner, Construction Manager, Architect) or any of their respective agents, employees or servants.

- B)** In any and all claims against the Indemnities or by any employee of Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 6 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to the Subcontractor under Workers' or Workman's Compensation acts, disability benefits acts or other employee benefit acts.
- C)** The indemnification by Subcontractor of the Indemnities shall apply regardless of any concurrent or contributory, active and/or passive negligent act of omission on the part of any Indemnities, provided however, that the provisions of this Paragraph 6 shall not be construed to indemnify any Indemnities for his own sole negligence or willful misconduct if not permitted by law, or to provide for any indemnification which would, as a result thereof, make the provisions of this Paragraph 6 void or to eliminate or reduce any other indemnification or right which Subcontractor or P&C has by law.
- D)** The provisions of this Paragraph 6 shall survive termination, expiration, or full performance of this Agreement and shall not be limited in any way by the amount or type of insurance obtained by P&C, Subcontractor, or any other party.

**VIII. TERM, TERMINATION, AND SUSPENSION**

- A)** Unless terminated as provided below, this Agreement remains in effect until superseded by a subsequent agreement, signed by the parties.
- B)** If, during the term of this Agreement, the building under construction, or building alterations, as the case may be, is destroyed or damaged in whole or in part, by means of a fire or any other cause whatsoever, Subcontractor may not elect to terminate this Agreement without consent of P&C. P&C and Subcontractor may agree to restore, replace, repair, rebuild, modify, or alter the terms of this Agreement upon the execution of a Subcontract Amendment, with such Amendment to include additional costs, expenses, and materials, if any, as may be required under the circumstances.
- C)** Provided there are no uncompleted Purchase Orders with Subcontractor outstanding, Subcontractor may terminate this Agreement at any time and without cause upon thirty (30) days' prior written notice to P&C.
- D)** In the event that P&C fails to perform in accordance with the terms of this Agreement, Subcontractor may terminate this Agreement after providing P&C with written notice of such failure to perform and allowing at least a fifteen (15) day period after such written notice for P&C to cure such failure to perform. If the failure to perform is not cured by the end of such cure period, Subcontractor may immediately terminate this Agreement. Under no circumstances may Subcontractor recover lost profits or consequential damages from P&C.
- E)** P&C may terminate this Agreement and/or outstanding Purchase Order with Subcontractor at any time and without cause upon five (5) days' prior written notice to Subcontractor. Upon such termination, Subcontractor, as its sole remedy, shall be entitled to receive Subcontractor's fees and expenses from P&C incurred for that portion of the Work satisfactorily completed (as reasonably determined by P&C), if any, prior to the date Subcontractor received the notice of termination and fees and expenses for the Work P&C directs Subcontractor to complete during the five (5) day period following the delivery of the notice of termination, including such work as may be necessary for the orderly filing of documents and closing of the project, which Subcontractor hereby agrees to perform. Under no circumstances may Subcontractor recover lost profits or consequential damages from P&C Construction.
- F)** P&C may terminate this Agreement and/or any outstanding Purchase Order with Subcontractor at any time without prior written notice to Subcontractor or without Subcontractor being provided a time or opportunity to cure if Subcontractor (i) makes any composition with its creditors or has a receiver or administrator appointed for the whole or any part of its assets or undertakings, (ii) institutes insolvency or bankruptcy proceedings, (iii) assigns or disposes of, or attempts to assign or dispose of, its assets for the benefit of creditors, (iv) involuntarily abandons its business, or (v) has change of key management or ownership control without notifying P&C of such change at least ten (10) days in advance.
- G)** Notwithstanding the provisions of paragraph (f) above, in the event that Subcontractor (i) fails to perform in accordance with the terms of this Agreement or any Purchase Order, (ii) is in breach of any of the provisions of this Agreement or any Purchase Order, or (iii) has instituted against its insolvency or bankruptcy proceedings, P&C may terminate this Agreement and/or any outstanding Purchase Order, after providing Subcontractor written notice of such failure to perform, breach or other action or event specified above, and allowing at least a five (5) day period after such written notice, for Subcontractor to cure such failure to perform, breach or other action or event specified above. If the failure to perform, breach or action or event specified above is not cured by the end of such cure period, P&C may immediately terminate this Agreement and/or Purchase Order. Notwithstanding anything herein to the contrary, if Subcontractor has breached or failed to perform in accordance with the provisions of this Agreement or any Purchase Order, or some other action or event specified above has occurred, and P&C in its reasonable discretion determines that the timing or character of the Work involved in the Purchase Order being performed by Subcontractor so requires, the aforementioned notice and cure period may be reduced to three (3) days. If at the end of such three (3) day period the failure to perform, breach, or occurrence of an event or action specified above is not cured, P&C may immediately terminate this Agreement or any Purchase Order.
- H)** Upon termination by P&C pursuant to the provisions of Paragraphs (e) or (f) above, P&C shall be entitled to complete the Work involved in a terminated Purchase Order, if any, and Subcontractor shall be responsible for the costs and damages incurred, to the extent same are directly or indirectly caused by the Subcontractor's default hereunder. P&C shall deduct such costs and damages from the amount owed Subcontractor. If damages exceed amount owed Subcontractor, P&C will bill Subcontractor and expect payment within thirty (30) days.

**SUBCONTRACTOR'S AGREEMENT**

- I) On the date of termination, Subcontractor shall discontinue performance and shall preserve and protect all equipment, materials, and supplies pending P&C's instructions. Subcontractor shall place no further orders or subcontracts for materials, equipment, services, or facilities except as may be necessary for completion of such portion of the Work which has not been terminated. Subcontractor shall promptly advise P&C of all outstanding purchase orders and shall furnish complete copies thereof to P&C. Subcontractor shall execute and deliver all documents and do such things as P&C may require to vest in P&C all rights and benefits of Subcontractor under any such obligations or commitments. Upon receipt of notice of termination for any reason, Subcontractor shall forthwith deliver to P&C all reports, drawings, diagrams, information reports, and other such documents held or used by Subcontractor in connection with the Work. To the extent Subcontractor desires to keep copies of such materials, it must obtain P&C's prior written consent and any copying or reproduction will be done at Subcontractor's sole cost and expense.
- J) Termination shall not affect warranties, representations, or indemnities contained herein related to work performed, furnished, or supplied P&C by, for or at the request of Subcontractor prior to such termination, nor shall such termination affect, lessen, or jeopardize any cause of action P&C may have against Subcontractor for breach of contract.
- K) P&C may, upon written notice to Subcontractor, suspend all or a portion of the Work under this Agreement at any time for any reason. Subcontractor shall use its best efforts to mitigate costs associated with such suspension.

**IX. SUBCONTRACTOR'S REPRESENTATIONS**

- A) Subcontractor represents and warrants to P&C that Subcontractor is duly licensed, has legal authority to enter into this Agreement and is authorized to operate, do business and perform the Work pursuant to the provisions of this Agreement in the state and areas where the Work is to be performed. Subcontractor further represents and warrants that Subcontractor, its employees, and agents have the special skill and special professional competence, expertise, and experience to act as an independent subcontractor for P&C pursuant to the provisions of this Agreement and any Purchase Order. Contractor understands that P&C has relied upon this representation without independent investigation as a material inducement to enter into this Agreement.
- B) Subcontractor is an independent contractor. Nothing in this Agreement, any Purchase Order and Work Order Number or any course of dealing with P&C shall make Subcontractor (or any of Subcontractor's employees) an agent or employee of P&C. As an independent contractor, Subcontractor shall have no authority to incur any expense or liability on behalf of P&C nor shall P&C withhold any taxes on or make contributions for such taxes based upon payroll or income nor provide any benefits to Subcontractor or its employees. P&C shall not be responsible for any acts of Subcontractor or services it renders to P&C to, for, or for the benefit of the Property or any portion thereof. Subcontractor shall indemnify, protect, defend (with counsel satisfactory to P&C) and hold P&C harmless from and against any and all Claims (as defined in Paragraph 5) arising out of any act or representation of Subcontractor contrary to the terms of this Paragraph 8(b).
- C) Subcontractor recognizes that P&C is authorized to execute and implement this Agreement and that any liability incurred pursuant to the terms and conditions hereof, including, without limitation, liability for payments to Subcontractor shall be borne by P&C Construction, Inc.
- D) Subcontractor represents and warrants that the person or persons executing this Agreement on behalf of Subcontractor has authority and authorization to do so, and fully binds Subcontractor to all terms and conditions of this Agreement.

**X. GENERAL PROVISIONS**

- A) Notices: Any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party, by the other party to the Agreement, shall be in writing and shall be deemed duly served, given, or delivered (i) upon receipt when personally delivered to the party to whom it is addressed, or (ii) in lieu of such personal service, upon receipt when sent by facsimile (if confirmation receipt requested and received by sender), or (iii) three (3) days after deposit in the United States mail, first class postage prepaid, certified mail, return receipt requested, and addressed to Subcontractor as specified on the face of this Agreement and to P&C Construction, Inc. as specified on the face of this Agreement with a copy to the invoice address specified on the applicable Purchase Order(s). Either party may change its address for the purpose of this Paragraph 9(a) by giving written notice of such change to the other party in the manner provided herein. Any facsimile notice shall be confirmed by mailing.
- B) Change of Ownership: In the event of a change in ownership of Subcontractor who is either a sole proprietorship or a partnership, Subcontractor's new owners shall execute a new Master Sub-contractor's Agreement in substantially the same form as this Agreement.
- C) Time of the Essence: Unless otherwise indicated in a Purchase order, time is of the essence in Subcontractor's Work for P&C.
- D) Entire Agreement: This Agreement and any applicable purchase order contains the entire understanding between the parties hereto with respect to the subject matter hereof. All previous contracts or agreements between Subcontractor and P&C are hereby superseded by the terms of this Agreement and in the event of a conflict between the terms and provisions of this Agreement shall prevail or govern. The parties agree that trade custom and/or trade usage is superseded by this Agreement. In the event of a conflict between the terms of this Agreement and a Purchase Order, the terms of this Agreement shall control unless the conflicting provision of this Agreement was specifically and expressly modified by the terms of such Purchase Order, in which the terms of such Purchase Order shall control.
- E) Successors and Assigns: This Agreement shall be binding in all respects upon the parties and their agents, heirs, legal representatives, successors, and assigns and shall inure to the benefit of all the same. This Agreement may be assigned by

**SUBCONTRACTOR'S AGREEMENT**

P&C upon notice to Subcontractor. This Agreement may not be assigned by Subcontractor without the prior written consent of P&C, which consent may be withheld in P&C's sole, absolute, and subjective discretion.

- F) Modification: This Agreement may be changed or amended only by an agreement in writing signed by the parties hereto. This Agreement, all Purchase Orders, and any amendments hereof or modifications hereto shall not be binding on P&C unless signed by an officer or authorized representative of P&C.
- G) Applicable Law: This Agreement shall be governed by, and shall be construed and enforced in accordance with the laws of the State of Tennessee without regard to conflicts of laws principles.
- H) Severability: In the event any of the provisions of this Agreement are found invalid or unenforceable, such provision shall be deemed stricken from this Agreement and the remaining terms shall remain in full force and effect as if such provision were never a part of this Agreement so long as the basic intent of this Agreement is preserved and upheld.
- I) Attorney's Fees: If P&C is forced to retain an attorney and/or experts or consultants to enforce its rights under this Agreement, or to litigate, including arbitration or some other proceeding that necessitates hiring legal counsel, to enforce its rights under this agreement (whether in contract or in tort or both), and it substantially prevails in said litigation or other proceeding, it may recover from Subcontractor P&C's reasonable attorneys, experts and consultants fees, together with any related costs and expenses.
- J) "Hazardous Materials": "Hazardous Materials", as used in this Agreement, shall mean any hazardous or toxic materials, pollutants, effluents, contaminants, radioactive materials, flammable explosives, chemicals known to cause cancer or reproductive toxicity, emissions or wastes, and any other chemical, material, or substance, the handling, storage, release, transportation, or disposal of which is or becomes prohibited, limited, or regulated by any federal, state, county, regional, or local authority or which, even if not so regulated, is or becomes known to pose a hazard to the health and safety of the occupants of the Property including, without limitation, (i) asbestos, (ii) petroleum and petroleum by-products, (iii) urea formaldehyde foam insulation, (iv) polychlorinated biphenyls, (v) all substances now or hereafter designated as "hazardous substances" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601, et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., or the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; or (vi) all substances now or hereafter designated as "hazardous substances", "hazardous materials", or "toxic substances" under any other federal, state, or local laws or in any regulations adopted and publications promulgated pursuant to said laws.
- K) No Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- L) Survival of Covenants: The covenants, representations, and warranties of Subcontractor set forth in this Agreement (including, without limitation, Paragraph 2(a)(xxi), Paragraph 6, 7, 8, and 9) shall survive the termination, expiration, or full performance of this Agreement.

By signing below, the signee acknowledges and agrees to personally guarantee to comply with the terms and conditions set forth on all attached pages.

P&C Construction, a Tennessee Corporation

Subcontractor:

a(n)

Officer's Signature:

Officer's Signature:

Name:  
Title:  
Date:

Name:  
Title:  
Date:



Date:

To: P&C Construction, Inc.  
1037 W. Main Street  
Chattanooga, TN 37402

From:

Subject: Verification of Workers' Eligibility to Legally Work in the United States

I, undersigned, acknowledge and attest to P&C Construction Inc. that we have checked to ensure all of our employees have valid Social Security numbers or are otherwise legally permitted to work in the United States. Furthermore, I shall not knowingly utilize the services of an illegal immigrant in the performance of this agreement and shall not knowingly utilize services of any subcontractor or supplier who will utilize the services of an illegal immigrant in the performance of this Agreement.

I also acknowledge and agree to random compliance audits by P&C Construction Inc. in order to verify this statement.

Signature

Printed Name

Title

Name of Organization

Date

Initials



## P&C CONSTRUCTION – PRECONSTRUCTION SAFETY ORIENTATION

In order to ensure compliance with safety regulations, P&C CONSTRUCTION has developed the following General Safety Rules for parties who are under contract with P&C CONSTRUCTION. Each subcontractor shall be responsible to ensure that all tiered subcontractors are made aware of and adhere to these provisions. P&C CONSTRUCTION does not assume responsibility for the enforcement of these rules. Enforcement will remain the sole responsibility of each sub-contractor. When violations of these rules are identified, P&C CONSTRUCTION will notify the responsible party for corrections. P&C CONSTRUCTION will not be responsible for damages arising from work stopped due to failure to implement these safety rules, and any other state or federal regulation.

**Competent person** – OSHA requires that each employer train and designate an employee as competent in certain areas. A competent person is a person who understands the requirements pertaining to a scope of work, is able to identify and anticipate hazards and *has the authority to make corrections*. While an OSHA 10/30 HR training is a great training tool it is not proof of competency.

1. Fall protection- All scopes exposed to falls over 6-feet will be required to:
  - a. Use active fall protection methods at all times. No exceptions.
  - b. Ensure workers are trained in adequate use of fall protection equipment.
  - c. Subcontractors that make penetrations on a deck will be responsible for installing and maintaining adequate hole covers until area is transferred to another trade.
2. Scaffolds- All scopes accessing scaffolds will be required to:
  - a. Ensure scaffolds are fully erected and completed prior to working on them.
  - b. Ensure daily scaffold inspections are conducted by a designated competent person.
  - c. Ensure employees using the scaffold are trained to do so.
3. Excavation/Trenching- Any scope performing excavation work will be required to:
  - a. Ensure personnel working in excavation are properly trained and equipped.
  - b. Inspect, classify and ensure that all protective systems are in place.
  - c. Ensure a competent person is present when excavation work is ongoing.
4. Cranes- Scopes that will be engaging in crane operations on site will be required to:
  - a. Develop a written lift plan to be present on site while crane work is ongoing. The plan must include:
    - i. Designation of a crane assembly/disassembly director that meets the requirements under 29 CFR 1926.1404
    - ii. Calculations demonstrating the crane to be used is capable of safely handling the expected load.
    - iii. Considerations for wind/weather
    - iv. If near power lines, the plan must include considerations for electrical hazards and how they will be mitigated.
    - v. Proof of training for the crane operator(s), signal person(s) and rigger(s)
    - vi. Subcontractor will be responsible to monitoring wind conditions on site.
  - b. If subcontractor is further subcontracting a crane company, the subcontractor will be responsible for ensuring that the above requirements are met and proper documentation (lift plan, training documents, etc.) are maintained on site.
  - c. If using a previously verified crane, the subcontractor will be responsible for providing a lift plan that



## P&C CONSTRUCTION – PRECONSTRUCTION SAFETY ORIENTATION

addressed the loads to be lifted and training verification for their employees who will be working with the crane [rigger(s), signal person(s)]

### **The following will apply to all scopes of work:**

5. Personal Protective Equipment:
  - a. Safety glasses meeting ANSI Z87.1 standards are required 100% of the time, no exceptions
  - b. Hard hats meeting ANSI A89.1 are required at all times, no exceptions.
  - c. Reflective vests must be worn at all times. Exceptions may be granted for hot work (work producing flame or sparks). Orange/yellow shirts are not acceptable unless reflective.
  - d. Solid work boots are required. No tennis shoes, flipflops, or loafers.
  - e. All activities requiring respiratory protection must comply with the applicable OSHA Standards including sanding, cleaning, spray applied coatings, demo, rock removal, concrete, masonry, tile, fiber cement board, abrasive blasting, drilling, crushing and other such activities,
6. Electrical:
  - a. Extension cords must be of Heavy Duty or Extra Heavy Duty rating
  - b. Extension cords and other electrical components must be inspected daily. Damaged equipment will not be allowed on site
  - c. Subcontractor will be responsible for providing task lighting
7. Power Tools:
  - a. Tool guards will not be removed or disabled
  - b. Tools will be inspected daily and maintained in safe condition
  - c. Employer is responsible for their employee's personal tools if they are allowed to bring them to work
8. Ladders:
  - a. Ladders will be inspected daily.
  - b. Damaged ladders (including missing or illegible labels) will be removed from site
  - c. Step ladders will not be use in a leaning position unless designed for this purpose
  - d. Extension ladders will be secured from displacement
  - e. Area around ladders will be kept clean and free from debris
9. Housekeeping:
  - a. Daily housekeeping is required in all areas
  - b. Each contractor will be responsible for their work areas
  - c. Failure to maintain adequate housekeeping may result in back charges for cleaning.
  - d. Eating and use of tobacco products and is not allowed inside building(s)
10. Fire Protection:
  - a. Subcontractors will provide adequate fire protection (fire extinguishers, fire watch) when performing any of the following:
    - i. Welding
    - ii. Brazing
    - iii. Grinding
    - iv. Soldering



## P&C CONSTRUCTION – PRECONSTRUCTION SAFETY ORIENTATION

- v. Using open flames
- b. Fire extinguishers shall be maintained whenever flammable liquids or combustible materials are brought on site.
- c. No plastic gas cans are permitted on site.

### 11. HazCom/GHS:

- a. All material on site shall have a Safety Data Sheet readily available and each employee shall be trained in the right-to-know standard.
- b. All material labels shall be compliant with the 2012 GHS standard.

### 12. Silica

- a. All work that produces respirable crystalline Silica must comply with the applicable OSHA Silica Standard.
- b. Concentrations of visible airborne dust must be minimized, and controls used to protect other trades in close proximity to Silica producing work.

### 13. Infectious Disease Control

- a. All contractors are responsible to ensure that arrangements are made to protect employees from hygienic hazards including COVID-19.
- b. Hand wash facilities and cleaning supplies must be supplied to your employees
- c. Employee health must be monitored, and employees are required to leave the site if they are sick.
- d. If an infection is suspected the subcontractor must notify P&C Construction.

### 14. Project Specific Safety Compliance

- a. Each subcontractor is responsible for ensuring their employees receive a safety orientation specific to the project on which they are contracted to work.
- b. The project orientation must document each employee by name and date with a signature.



## P&C CONSTRUCTION – PRECONSTRUCTION SAFETY ORIENTATION

### ***Subcontractor Acknowledgements***

As an authorized representative of

(Company)

I acknowledge receipt and understanding of

these General Safety Rules and understand it is my responsibility to ensure these

are followed by our personnel.

Signature

Date

Please list below the name and job title of your onsite safety representative this should be a supervisor who has the authority to stop work and correct unsafe acts and conditions. You're on site safety representative is the person who will be responsible for overseeing the safety of your employees, conducting inspections, safety training, and be accountable for the performance of your company on our site.

Name: Title:

Please list the names of all onsite employees with current first aid training. At a minimum you must have one supervisor on site with current first aid training. More than one may be required depending on the size of your crew and scope of operations.

Name: Title:

Name: Title:

Name: Title:

Please list the names of all competent people onsite and the areas in which they are competent. **List all that are at appropriate (trenching and excavation, steel erection, demolition, fall protection)**

Name: Area:

Name: Area:

Name: Area:

Please note that OSHA has requirements which mandate training for hazards which your employees could be expected to face in the workplace. Additionally, it is your responsibility to ensure the health and safety of your employees on site and that they have appropriate training to identify hazards pertaining to the scope of work. Please list all training that has been conducted for your employees.

**Note: documentation MUST be submitted along with current training records for all areas noted above upon request.**



## Progress Billing

Subcontractor /  
Supplier Name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_

Application: \_\_\_\_\_  
Period: \_\_\_\_\_

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

Address:  
\_\_\_\_\_

### Application for Payment on Contract

- 1 Original Contract .....
- 2 Net Approved Change by Change Orders .....
- 3 Contract Sum to Date .....(Add Lines 1 + 2)
- 4 Total Complete to Date .....
- 5 Total Retained .....
- 6 Total Earned Less Retained .....
- 7 Less Previous Billings .....
- 8 Current Payment Due .....(Subtract line 6 - 7)
- 9 Balance on Contract .....

### Check List for Billing

**Progress Billing:**

- Progress Billing Application
- Schedule of Values
- Subcontractor Waiver & Release of Lien Progress / Final
- Exhibit 1 - Vendor Contracts
- Proof of vendor payments (Exhibit 1A, copy of check, or etc.)
- Owner specific lien waiver (if required)
- Certified pay rolls (if required)

**Final Billing:**

- Progress Billing Application
- Schedule of Values
- Exhibit 1 - Subcontractor Contracts
- Exhibit 1A - Final Affidavit and Waiver of Lien
- from anyone listed on Exhibit 1
- Subcontractor Waiver & Release of Lien Progress / Final
- Certified pay rolls (if required)
- Owner specific lien waiver (if required)
- P&C General Warranty & Guarantee
- Closeout documents

\*\*There may be additional paperwork that is required by the owner



## Schedule of Values

Subcontractor /  
Supplier Name:  
Job Name:  
Job Location:

CONSTRUCTION  
IN GOD WE TRUST

Application # \_\_\_\_\_  
Application Date: \_\_\_\_\_

## Schedule of Values

Subcontractor /  
Supplier Name:  
Job Name:  
Job Location:



## SUB/SUPPLIER WAIVER AND RELEASE OF LIEN PROGRESS OR FINAL PAYMENT

OWNER: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_  
 SUBCONTRACTOR/ \_\_\_\_\_ PROJECT ADDRESS: \_\_\_\_\_  
 SUPPLIER NAME: \_\_\_\_\_  
 DATE OF WAIVER: \_\_\_\_\_  
 AMOUNT OF WAIVER: \_\_\_\_\_ TOTAL CONTRACT AMOUNT: \_\_\_\_\_

The undersigned provided labor, material, services, or specialty fabricated goods for the above stated project.

In consideration of the sum stated above, the undersigned represents individually and on behalf of the firm or company listed below that:

- 1) There are no liens, claims of lien, or other outstanding claims of any character arising out of or related to the undersigned's activities on or improvements to the Property.
- 2) All contractors, subcontractors, laborers, suppliers, materialmen, and makers of specialty-fabricated goods that have provided labor, material, services, or specialty-fabricated goods to the undersigned for use or incorporation into the construction of the improvements to the Property are paid, in accordance with laws and any prevailing wage requirements that may affect the Project, and satisfied in full.
- 3) Once received, payment of the Amount of Waiver constitutes full payment for all work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overhead, home office overhead, interest on capital, profit, and general conditions costs) relative to the work or improvements at the Property.
- 4) The undersigned has no claim for damages due to delay, hindrance, interference, acceleration, inefficiencies, extra work, or any other claim of any kind that may exist against the Owner and its lender, any tenant of the Owner, the Owner's project and/or development manager (if any), the General Contractor (if this Waiver is signed by a subcontractor or supplier), or any other person or entity with a legal or equitable interest in the Property.
- 5) The work or improvements on the Property are fully completed and accepted by the owner; constructed in accordance with the plans and specifications; done in a good and workmanlike manner; and any materials, goods, or specialty fabricated goods are fit for the purposes intended.
- 6) The undersigned knows of no financing statements, chattel mortgages, conditions bills of sale, or retention of title agreements related to the work or improvements on the Property, and affirms that there are none.
- 7) This Waiver is true, correct, and genuine. It is delivered conditionally and upon receipt of payment, no legal or equitable claim exists to defeat its validity. There has been and will be no assignment of any lien or other right covered by this Waiver. The undersigned is qualified and authorized to execute this Waiver.
- 8) The amounts of money set forth as due and owing in all preceding Waivers have been received, and are deemed paid in full.
- 9) The purposes of this Waiver are to secure the financing of the Property and to support the orderly administration of the construction contract.
- 10) Exhibit 1 contains the names of all parties with contracts or subcontracts for work or for material, goods, or specialty fabricated goods made part the work or improvements, and the amount due or to become due to each. The sworn execution of this Waiver applies to all facts stated in Exhibit 1.
- 11) THE UNDERSIGNED AFFIRMS THAT THIS IS A LAWFULLY ADMINISTERED AFFIDAVIT AND THAT ANY FALSE STATEMENT OR REPRESENTATION MADE HERE MAY RESULT IN CRIMINAL OR CIVIL PENALTIES, INCLUDING THE LOSS OF LIEN RIGHTS FOR KNOWING OVERSTATEMENT OF AMOUNTS DUE.

The undersigned intends for the Owner and General Contractor to rely on the representations above and hereby waives and releases any claims it has and/or its lien and right to claim a mechanics and materialman's lien or other lien, pursuant to applicable constitutional provisions, statutes, laws, or interpretations thereof, on the Property, its improvements, or funds held for such improvements. This waiver and release extends to any future improvements that may be located on the premises and to any claim or right to a mechanics and materialman's lien or other lien that may arise in the future on account of the labor or materials furnished or to be furnished by the undersigned for the Project. The undersigned makes this Waiver specifically for the benefit of the Owner and the Owner's lender, and any other person or entity with a legal or equitable interest in the Property. The undersigned agrees to indemnify, defend, and hold harmless the Owner, its lender, and General Contractor from any and all claims, lawsuits, losses, damages, and attorneys' fees arising from or related to the work or improvements covered by this Waiver, or the representations made in it.

In Witness Whereof, the undersigned signatory, acting for and on behalf of the firm or company listed below and all of its laborers, subcontractors, and suppliers, has placed his hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FIRM OR COMPANY NAME: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
 Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

(NOTARY SEAL)

My Commission Expires: \_\_\_\_\_



## EXHIBIT 1- VENDOR CONTRACTS

Provide a listing of ALL Vendors- Anyone that can lien the project. Failure to provide an accurate listing could delay payment. Submit with each billing.

**SUBCONTRACTOR NAME:**

**There are no other contracts for work or improvements outstanding, and there is nothing due or to become due to any person for labor, work, material, goods, specialty-fabricated goods, or other work of any kind done or to be done upon or in conjunction with the Project.**

Signature:



## **EXHIBIT 1A- FINAL AFFIDAVIT AND WAIVER OF LIEN**

certifies that he/she is the

*Name*

of

*President/Partner/VP*

*Company Name*

who has a contract with

*Name of Contractor that you have agreement with*

to furnish certain materials and/ or labor for a project known as

*Project Name*

Located at

*Project Address*

And does further state that final payment including all change orders, has been made in full, and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor and P&C Construction Inc. for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

Therefore, the undersigned waives and release unto the owner of said premises any and all Lien rights or claims whatsoever on the above described property and improvements there on account of any work performed or material furnished to the undersigned for said project and within the scope of this affidavit and waiver.

*Company Name*

*Signature of Person stated Above*

*Date*

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Witness my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_

Notary Signature: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## Subcontractor General Warranty and Guarantee

Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_

I, undersigned, do hereby warrant that all labor and material furnished and work performed in conjunction with the above referenced project are in compliance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of (1) year or a time as specified in the Project Manual from the Date of Turnover.

This Warranty commences on \_\_\_\_\_ and expires on \_\_\_\_\_.

Should any defects develop during the warranty period due to improper and/or defective material and/or workmanship, requiring repair and/or replacement, P&C Construction will notify the above named Subcontractor/Supplier immediately upon discovery. The undersigned will be given a reasonable amount of time in which to make the repair(s)/replacement(s) and shall be made good by the undersigned at no expense to the Owner or P&C Construction Inc.

This warranty does not cover damage caused by a windstorm, tornado, lightning, hail, and all other acts of nature whether wholly or in part, nor does it cover negligence of any party not directly associated with the undersigned.

Subcontractor is required to respond to notice within 24 hours verifying that defective work will be corrected. Should the subcontractor fail to correct the defective work within 5 days or, otherwise agreed upon time frame, P&C Construction Inc. may correct the defective work and charge the undersigned for the correction. The undersigned agrees to pay such charges upon request.

Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

State: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public: \_\_\_\_\_ (notary seal)  
My Commission Expires: \_\_\_\_\_