



SUBCONTRACTOR PROJECT RELEASE

CCLLC Edition – June 25, 2019

Release No. SC-1234-029

This Subcontractor Project Release (“Project Release”) dated, 7/20/2020 is made and entered into by and between:

CLARK CONSTRUCTION LLC

P.O. Box 10625

Bainbridge Island, WA 98110

Telephone: (206) 842-5450 Fax: (206) 842-3895

(Hereinafter referred to as **Contractor**)

And

Telephone: Email: Fax:

(Hereinafter referred to as **Subcontractor**)

(In addition, Contractor and Subcontractor may individually be referred to as Party or together as Parties)

This Project Release is subject to the terms and conditions of the **Master Subcontractor Agreement** dated by and between the Subcontractor and the Contractor (hereinafter referred to as the “MSA”).

Contractor, for full, complete and faithful performance of Work by Subcontractor, agrees to pay Subcontractor in the form of a Lump Sum in the amount of **ZERO DOLLARS AND ZERO CENTS (\$0.00) unless otherwise specified below.**

In consideration, therefore the Subcontractor agrees as follows:

1. To furnish and perform all work as described in Paragraph 5 below in a timely and workman-like manner at:

****Sandbox Test Project
355 Ericksen Ave.
Bainbridge Island, Washington 98110**

(Hereinafter referred to as “**Project**”)

For

Test Company

(Hereinafter referred to as “**Owner**”)

Subcontractor acknowledges that any work performed under this Project Release must be in accordance with the Prime Contract dated 1/11/2017 between the Owner and the Contractor, which is incorporated herein by such reference, along with the general and special conditions of the Prime

Contract, as well as any supplemental addenda; and in accordance with the Contract Documents set forth in the Prime Contract for the construction of the Project inclusive of the attached Exhibit B "Contract Documents List".

2. To the extent of the subcontracted work, Subcontractor agrees to be bound by all laws, regulations, orders, all terms and conditions of the Prime Contract, and all terms and conditions of this Project Release. Subcontractor warrants that it is in compliance with all federal, state, and local licensing requirements, and is currently in good standing with all applicable regulatory agencies; specifically, Subcontractor must be in compliance with RCW 39.04.350, if applicable.
3. The Subcontractor is fully responsible for the safety and claims of its employees, subcontractors, and consultants including selection of procedures, equipment, workforce, means and methods. Prior to commencement of work on site, Subcontractor will provide (a) certificate of current insurance and (b) site specific safety plan.
4. Subcontractor further agrees:
 - a. Prior to performing any work, Subcontractor must accept all existing work upon which work or materials will be placed or stored, or upon existing substrate, improvements, or material on which Subcontractor will perform work. By performing work on, or adding material to the existing substrate or material placed by someone other than the Subcontractor, Subcontractor agrees to accept the condition of the substrate or material upon which it performs work or adds material.
 - b. Subcontractor must provide off hour phone numbers for key personnel. Failure to provide off-hour contact information may result in a back charge if Contractor deems it necessary, in its sole discretion, to complete work that is behind schedule, or repair substandard work by the Subcontractor, where Subcontractor could not be reached after hours.
 - c. In the event Subcontractor requires or becomes involved in any aspect of design of the project, or portions thereof, Subcontractor agrees to indemnify and hold Contractor harmless from any liability, cost or expense, arising there from, including reasonable attorney's fees.
 - d. Subcontractor must immediately disclose any potential code related problems or concerns they are aware of, or which they become aware in the course of performing work.
 - e. Subcontractor warrants that it will read and adhere to all plans, addenda, and specifications including the general and supplementary conditions including those specifications of other trades which might affect their work.
 - f. Subcontractor may not stock or load material as to adversely hinder the job progress, work of other trades, or overload the structure.
 - g. Subcontractor must dispose of its hazardous materials in accordance with all applicable regulations and laws or will be back charged for any violation(s). Subcontractor further certifies it complies in all respects with all rules, guidelines, and laws pertaining to hazard communications standards and will provide Contractor's Superintendent with a copy of all Safety Data Sheets for all materials used on the job site. These data sheets will be delivered to Contractor's Superintendent a minimum of three business days prior to the material(s) being brought to the Project site.
 - h. All Subcontractors using pre-approved third-tier Subcontractors, guarantee that their contractual relations with those Subcontractors will not in any way deter their performance on the Project. Subcontractors must ensure that their third-tier Subcontractors warrant that they are in compliance with all federal, state, and local licensing requirements, and are currently in good standing with all applicable regulatory agencies; specifically, they must be in compliance with RCW 39.04.350, if applicable. Any sub-tier subcontractor shall be bound to Subcontractor 1) to

the same extent Subcontractor is bound to Contractor and 2) the same extent Contractor is bound to Owner. Subcontractors are at all times responsible for any and all work done by third-tier Subcontractors, and for any and all delays and /or damage caused by their third-tier Subcontractors.

- i. Subcontractor shall document all communications concerning Subcontractor's work to the Contractor's Project Manager in writing (an email is sufficient). In no case, shall communications be made directly to the Owner or the Owner's representatives or Owner's design professionals unless specifically directed by the Contractor.
- j. Subcontractor will timely submit shop drawings and/or manufacturer's product data as required by the Prime Contract for acceptance prior to proceeding with the work under this Project Release. All submitted material must be submitted in time for review and approval process as well as lead time requirements.
- k. Subcontractor is responsible to provide work that is described by the Contract Documents. Subcontractor must notify Contractor in writing of any variances to the Prime Contract.
- l. Subcontractor must immediately inform the Contractor of any notes or corrections made on the shop drawings during review which affect the scope of its work and/or the Subcontract amount or schedule. Proceeding with changes made to the submittals without notification of cost or schedule delay will be considered acknowledgement and acceptance of no schedule or cost impact.
- m. Submittals required from Subcontractors such as shop drawings, design drawings and calculations, when applicable, shall comply with all codes, ordinances, regulations and requirements of governing authorities and shall bear engineer's stamps when required by said codes, ordinances, regulations and requirements of governing authorities and/or the Contract Documents.
- n. In event of conflict between the MSA and this Project Release, the terms, provisions and conditions of this Project Release shall prevail.
- o. Subcontractor will arrange, provide and pay for his own hoisting, handling and distribution requirements, unless detailed otherwise in the specific inclusions and exclusions below.
- p. If Contractor requests overtime work by the Subcontractor, its assigns or agents, such additional cost shall be charged as the premium portion only of wages and applicable fringe benefits.
- q. Subcontractor is required to promptly remove all accumulated debris, trash, unused and leftover material, unless detailed otherwise in the specific inclusions and exclusions below. Furthermore, Subcontractor is responsible for storage, transport, and legal disposal. Clean up is required daily to the extent necessary for safety and weekly for a fully broom clean and organized site. If subcontractor ever leaves a messy or unsafe site, contractor may immediately clean and organize subcontractors work and back charge subcontractor for all costs. Subcontractor may not use contractors disposal bins.
- r. Subcontractor shall make no claims for extras unless the same shall be agreed upon in writing by Contractor's Project Manager prior to the performance of any extra work.
- s. Subcontractor shall not be entitled to any additional compensation or extension of time unless Subcontractor shall have made written request to Contractor for such within sufficient time to permit Contractor to give timely notice to Owner and to otherwise comply with the notice provisions in the Main Contract.

5. All subcontracted work is to be performed in a safe and workmanlike manner and must conform to any Contractor policies provided to Subcontractor and/or its employees and/or agents as well as all federal, state, WISHA, OSHA, and local building codes as well as other authorities having jurisdiction.
6. Subcontractor will safely provide all supervision, materials, labor, supplies, expertise and equipment necessary for a complete installation as shown, noted, desired, implied, or otherwise required in the Contract Documents and other applicable items. Subcontractor shall provide all safety equipment required to perform all work.

The Project schedule is attached as Exhibit "A". Subcontractor is responsible to coordinate their work to comply with schedule timelines and milestones. Subcontractor must coordinate delivery schedules with Contractor's Superintendent. Subcontractor is responsible to obtain updated scheduling information from the Contractor's Superintendent. Subcontractor must provide written notice to Contractor's Superintendent at least five (5) business days in advance of any perceived schedule change(s). Subcontractor must conform to the schedule as specified in Exhibit A and all subsequent reasonable updates.

Subcontractor is required to coordinate with the Contractor's Superintendent or Assign(s) for inspections related to Subcontractor's work.

7. **Warranty.** Subcontractor warrants to Client and Contractor that any and all materials and equipment furnished shall be new unless otherwise specified and that all Work under this Project Release will be performed, at a minimum, in accordance with industry standards and normally accomplished by subcontract trade(s). All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this Paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or provided by the Prime Contract.
8. **Indemnification.** Subcontractor shall indemnify Contractor for any and all costs associated with the Subcontractor's breach of any of its duties and responsibilities, including but not limited to all fines, fees, penalties, legal costs, attorney's fees, and similar costs arising out of a breach of its warranties, duties and responsibilities.
9. **Subcontractor's Responsibilities.** Subcontractor is responsible to provide the following. Unless otherwise noted subcontractor is required to furnish all:
 - **Labor** – Including, but not limited to, employees, subcontractors and any other individuals or agents.
 - **Materials** – Including, but not limited to, all supplies and products.
 - **Equipment** – Including, but not limited to, machinery, accessories, or devices.
 - **Travel** – Including, but not limited to, ensuring that the above-mentioned Responsibilities are provided at the Project site.
 - **Other:** _____
10. The Parties agree the Work to be performed by the Subcontractor on this Project shall include, but is not limited to, the following:

Work Description:

Inclusions:

Exclusions:

Other Attached Exhibits:

CONTRACTOR

SUBCONTRACTOR

Clark Construction LLC

By: _____

By: _____

CLARKCL943QO 11/20/2020

CONTRACTOR'S Registration No. Expires

SUBCONTRACTOR'S Registration No. Expires

20-5602775

CONTRACTOR'S Federal I.D. Number

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602-653-226

CONTRACTOR'S UBI Number

SUBCONTRACTOR'S UBI Number

