



MASTER SUBCONTRACTOR AGREEMENT

THIS MASTER SUBCONTRACTOR AGREEMENT (hereinafter "Master Agreement") is entered into this day of 20 between CLARK CONSTRUCTION INC, a Washington Incorporated Company (hereinafter "Contractor"), and _____, a Washington corporation (hereinafter "Subcontractor").

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN MADE CONTRACTOR AND SUBCONTRACTOR AGREE AS FOLLOWS:

1. MASTER AGREEMENT: The parties hereto agree that from the date hereof until this Master Agreement is terminated, Contractor may contract with Subcontractor for the furnishing of materials and/or the performance of various work on projects (the "Project" or "Projects") being constructed by Contractor. The parties further agree that this Master Agreement shall control their respective rights, responsibilities and privileges which arise from the Subcontractor furnishing materials and/or performing any work on Contractor's Projects.

It is the intent of the parties that the terms and conditions of this Master Agreement will apply to any provisions or services by Subcontractor regardless whether these terms and conditions are referenced in any purchase order or subsequent Project Release (in the form of Exhibit A, attached hereto), during the term of this Master Agreement.

Entering into the Master Agreement shall not obligate Contractor or Subcontractor to agree to any subsequent request for services or to any volume of business during the term of the Master Agreement. The intent is that if any services are procured and agreed to by both parties during the term of this Master Agreement, the terms and conditions of this Master Agreement shall apply. Where this Master Agreement and the Project Release conflict, the Project Release shall take precedence only to the Project to which it is referenced.

2. SUBCONTRACTOR INFORMATION: Subcontractor shall provide the following information as part of the Master Agreement:

- A current copy of its contractor's registration
- Certificate of Insurance naming Clark Construction Inc. as an additional insured
- A completed W-9 form

Subcontractor shall complete the following information as part of this Master Agreement:

LEGAL NAME OF COMPANY: _____
ADDRESS, CITY, STATE & ZIP: _____
OFFICE TELEPHONE NUMBER: _____
FAX NUMBER: _____
MAIN CONTACT NAME: _____
MAIN CONTACT CELLPHONE NUMBER: _____

E-MAIL ADDRESS: _____

WASHINGTON MASTER LICENSE NUMBER: _____

CONTRACTOR REGISTRATION NUMBER: _____ EXP. DATE _____

STATE INDUSTRIAL INSURANCE NUMBER (UNEMPLOYMENT INSURANCE NUMBER): _____

SUBCONTRACTOR INSURANCE COMPANY: _____

INSURANCE AGENT & COMPANY: _____

AGENT PHONE NUMBER: _____

3. PROJECT MANAGEMENT: The Subcontractor shall designate a competent superintendent who shall be physically present or readily available to the project and shall be authorized to act for Subcontractor in all respects, as required. This person shall be accessible to Contractor by telephone during normal business hours Monday thru Friday or during the hours to which the Subcontractor is working. Subcontractor's superintendent shall be experienced, fully able to communicate with Contractor, trained, knowledgeable as to the Project, and shall have full authority to act for and bind Subcontractor. Subcontractor's superintendent shall be satisfactory to Contractor, and shall not be changed without Contractor's prior written consent.

4. GENERAL CONDITIONS:

- A. Subcontractor agrees to perform all of its obligations in strict accordance with the terms of this Master Agreement and in strict accordance with any contract and/or agreement between Contractor and the Owner of the Project, and in complete satisfaction of such contract and/or agreement between Contractor and such Owner. Such contract and/or agreement, to the extent applicable to Subcontractor's Work, shall be deemed to be a part of this Master Agreement.
- B. Subcontractor shall be responsible for performing field measurements and verifying dimensions on drawings.
- C. Subcontractor shall regularly remove all refuse, waste and debris produced by its operations. Refuse may not be permitted to accumulate to the extent that it interferes with free access to the job site or creates a safety concern. Avoidance of safety hazards through good housekeeping is a material part of the subcontractor's obligation. Subcontractor shall dispose of all debris as directed by the job site superintendent or as otherwise stated in a work order. Should Subcontractor fail to comply with the cleanup, the subcontractor agrees that Contractor may charge Subcontractor a cleanup fee, which will include but not be limited to, all labor at the rate of \$150 per hour, equipment removal and all disposal fees, plus an administration fee of \$100.00.
- D. Materials delivered by Subcontractor to the job site must be delivered pursuant to Contractor's job superintendent's instructions. Subcontractor shall protect its unfinished work against loss or damage by others. Subcontractor is responsible for all loss or damage to materials or equipment furnished to the Subcontractor by Contractor. Subcontractor is responsible for proper use and handling of materials and is further responsible for damage of any kind caused by Subcontractor or his agents to the structure or work site premises.
- E. Subcontractor will not sublet or assign any work without the prior written consent of Contractor.

- F. Job damage caused by Subcontractor to work other than its own shall be reported immediately to Contractor, and Subcontractor shall be responsible for the cost of its repair.
- G. Any sub-tier subcontractor shall be bound to Subcontractor to the same extent Subcontractor is bound to Contractor and the same extent Contractor is bound to Owner. This Master Agreement may be used by Subcontractor for agreements with sub-tier subcontractors.
- H. All of Subcontractor's work shall be performed in a safe and work-like 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. Subcontractor shall provide to its employees all safety equipment required to perform the work unless previously agreed in writing. Contractor will furnish the required safety equipment. Subcontractor shall develop and enforce an accident prevention program together with the site-specific plans consistent with the Washington Industrial Safety and Health Act. Subcontractor shall comply and shall enforce compliance with all safety rules promulgated pursuant to its accident prevention program or safety plan pursuant to WISHA requirements. Subcontractor shall ensure that all sub-subcontractors have reviewed Subcontractor's SSSP (site specific safety plan) and disciplinary schedule and shall ensure compliance for any failure or deficiency. Disciplinary action shall not be contingent upon the issuance of a WISHA citation. In order to effectively promote safety at the work site, Subcontractor shall identify prior to commencement of work, an employee or officer of Subcontractor who is responsible for job site safety, and such employee or officer shall report to Contractor and respond to all inquiries or concerns of Contractor during the course of the work. Subcontractor and lower-tier subcontractor employees shall not use and alcohol free when on site. Contractor's superintendent may direct the Subcontractor's superintendent to remove employees not in compliance with the preceding safety requirements of this Master Agreement. In the event the Subcontractor does not promptly correct its safety violation, Contractor may require the Subcontractor to stop all work until violation is corrected. Subcontractor shall be responsible for all costs incurred due to work stoppage for a safety violation caused by Subcontractor.
- I. Subcontractor shall comply with any additional health, wellness, and safety requirements that Contractor has implemented. Contractor reserves the right to change or add at its discretion. Written notification will be provided by Contractor of any changes to its health, wellness, and safety protocols. All inquiries regarding Contractor's protocols shall be directed to HR@clarkconstruct.com. Upon execution of this Master Agreement, Subcontractor acknowledges receipt of and acceptance of the Subcontractor Safety Orientation packet found here [http://clarkconstruct.com/wp-content/uploads/Sub/Sub-Orientation-ENGLISH\).pdf](http://clarkconstruct.com/wp-content/uploads/Sub/Sub-Orientation-ENGLISH).pdf). (Spanish Version: [https://clarkconstruct.com/wp-content/uploads/Sub/Sub-Orientation-\(SPANISH\).pdf](https://clarkconstruct.com/wp-content/uploads/Sub/Sub-Orientation-(SPANISH).pdf)). Subcontractor understands and agrees that this is not in conflict with any other provision of this Master Agreement.
- K. Subcontractor shall provide Contractor with immediate notice of any safety hazards, violations, or concerns found on the job site or of any injury to its own or its lower-tier subcontractors' workers incurred on the job site. When and as requested by

Contractor, Subcontractor shall promptly provide information regarding safety matters.

- L. The Subcontractor shall be responsible for all taxes, licenses, fees, social security, workman's compensation, employee wages and benefits, unemployment taxes, all other taxes, premiums or assessments, relating to the performance of the Subcontractor's obligations to Contractor.
- M. Contractor shall give to Subcontractor advanced notice of the anticipated starting date for the Subcontractor's work. Contractor shall consult with Subcontractor on development and update of a construction schedule at Subcontractor's request. Subcontractor shall start work on the date named by Contractor as time is of essence, and shall complete its work at such times as will enable Contractor to finish complete its work according to the overall Project schedule. Subcontractor shall cooperate with Contractor and other subcontractors. Subcontractor agrees to perform its work in accordance with the Project schedule.
- N. If Contractor is fined by Labor & Industries or other government agency and upon safety violations of the Subcontractor, the Subcontractor shall reimburse Contractor for any fines so levied against Contractor, related expenses incurred by Contractor.
- O. Contractor may offset any amounts owed to the Subcontractor on one Project with offsets or back charges against the Subcontractor on another Project.
- P. Subcontractor will provide a single point of contact for its Project accounting. Subcontractor will provide a billing schedule and a schedule of values for its scope of work. Subcontractor is responsible for submitting invoices through Procure on or prior to the 25th of each month that Subcontractor has performed work on the project. Invoices not submitted through Contractor's PM software may be subject to, but not limited to, administration fees. All questions regarding PM software billing procedures should be directed to IT@clarkconstruct.com. Contractor may withhold payment until all required documents from Subcontractor have been received and approved by Contractor.
- Q. Contractor utilizes a cloud-based project management software ("PM Software"). Upon execution of this Master Agreement, Contractor will add Subcontractor to the PM Software's database and send invitation to Subcontractor. It is Subcontractor's responsibility to create user accounts for its Agents and Employees. All project design documents are managed through this PM Software, and it is Subcontractor's responsibility to ensure work being performed is per current documents.

5. SCHEDULE OF WORK: Subcontractor shall furnish manpower, materials, facilities, and equipment and shall work such hours as may be necessary to ensure completion of the work in accordance with the approved and currently updated progress schedule. If in-place work falls behind the current updated and approved schedule and it becomes apparent to Contractor from the current schedule that the work will not be completed within the contract time, Subcontractor agrees to take, as necessary, some or all of the following actions at no additional cost to Contractor to improve Subcontractor's work progress: (1) Increase manpower in such quantities and crafts as will substantially eliminate the backlog of work; and (2) Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of equipment, or any combination of the foregoing sufficiently to substantially eliminate the backlog of work. Subcontractor shall keep Contractor fully advised at all times of any pending or

possible delays in deliveries or work accomplishments that could affect immediate or long-range scheduling of the Project/s.

Subcontractor shall work during the regular business hours as established by the Contractor's job superintendent. Only upon written approval of the Contractor's job superintendent can Subcontractor work outside of these hours. Should Subcontractor deem necessary to work outside of these hours to improve Subcontractor's work progress, Contractor may elect to require that Contractor be on site during this off-hour work to which Subcontractor shall reimburse Contractor the cost of having a Contractor's job supervisor on the Project for Subcontractor's work. If Contractor elects to allow Subcontractor to work without Contractor being on site, Subcontractor's work is performed at the Subcontractor's own risk. Any work that is performed after hours will be revised at the Subcontractor's expense if work completed during regular hours is deemed unacceptable by the Contractor's job superintendent.

6. SCOPE OF WORK: The Subcontractor agrees to perform, supply and finish in a thorough and workmanlike manner all work contracted for each Project. All work must meet or exceed all applicable building codes and regulations adopted by the governmental jurisdiction in which the Project is located and must meet Contractor standards of quality and workmanship to the reasonable satisfaction of Contractor. The Subcontractor shall supply all equipment, tools, utilities, machinery, scaffolding and safety devices, etc. as required at its own expense. All engineering details and specifications must be meticulously outlined and presented on plans and specifications per design.

7. TERMINATION: Either party may terminate this Master Agreement for convenience upon 30 days written notification, provided however, that in the event the Subcontractor is not in default for a Project, this Master Agreement shall be in effect until the completion of the remaining work in progress for the Project.

8. SITE READINESS: If the Subcontractor enters onto a job site that has not been cleaned by the prior workman, Subcontractor shall contact Contractor immediately by sending email to the project specific email address listed in the Project Release. Subcontractor's email shall detail the site conditions and substrate deficiencies and the necessary cleanup. If Subcontractor does not notify Contractor of any site conditions or substrate deficiencies immediately and commences work, Subcontractor assumes all responsibilities or additional costs. It is the Subcontractor's responsibility to ensure that the site is ready for the next Trade. If the site is not left in the condition that allows the next Trade to effectively perform their work, Subcontractor will be responsible for any additional costs incurred by Contractor or next Trade related to improving the condition of the site to a workable state. Contractor will provide written notification allowing 24 hours for Subcontractor to correct the site conditions. By commencing work under this Master Agreement, the Subcontractor accepts the site conditions as previously performed by others and the existing substrates.

9. PAYMENT: Invoices shall include only that work that has been performed on or prior to the 25th of the month. Amounts invoiced for materials are limited to only those materials that are on site as of the 25th day of the month. Subcontractor shall notify Contractor of materials that require a deposit or early payment in a timely manner. Subcontractor shall reimburse Contractor for all expenses related to any delays incurred to the Project Schedule due to Subcontractor's untimely notification of required deposits or early payments. Contractor shall pay

Subcontractor's invoice less any offsets or deductions on the 10th day of the month, following receipt of Subcontractor's invoice for work performed and following completion of said work and furnishing of materials by the Subcontractor, provided that the Subcontractor has complied with the following conditions precedent:

- A. Subcontractor is not in breach of this Master Agreement.
- B. Subcontractor's invoice has been received by Contractor no later than the close of the business day on the 25th day of the month.
- C. Subcontractor's invoice is submitted through PM Software Pay Application (Exhibit B) and emailed to accounting@clarkconstruct.com. Work is fully completed and to the satisfaction of Contractor or is partially completed to a stage commensurate with the Subcontractor's invoice.
- D. Contractor's office has a current W-9.
- E. Contractor's office has received and approved all items listed in the liability insurance section.
- F. Subcontractor has separately invoiced Contractor for each construction Project.
- G. Subcontractor has a current account with the Department of Labor & Industries and is current on payments of L & I premiums. Otherwise, Contractor may retain the estimated premiums on invoices. If Subcontractor is exempt from making such payments, Subcontractor shall provide Contractor with a letter of exemption from the Department of Labor & Industries.
- H. Contractor has received payment for the work from the Owner.

Contractor may deduct and withhold from any payment to the Subcontractor any sums due under this Master Agreement for one or more of the following reasons:

- a. Failure to perform in accordance with the contract;
- b. Loss or damage to person or property caused by the Subcontractor to the Owner, Contractor or others to whom Contractor may be liable;
- c. Failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Subcontractor's work;
- d. Rejected, incomplete or defective work which has not been corrected in a timely fashion;
- e. Reasonable evidence of delay in performance of the work such that the work will not be completed within the Contractor schedule or has required additional management by Contractor.
- f. Reasonable evidence that the unpaid balance of the subcontract price may not be sufficient to offset the liquidated or actual damages that may be sustained by Contractor as a result of the anticipated delay caused by the Subcontractor;
- g. Reasonable evidence that the unpaid balance of the subcontract price may be insufficient to cover the cost to complete the Subcontractor's work (this includes punch list work at the end of the project) should the Subcontractor be unable to do so;
- h. Third party claims involving the Subcontractor, unless and until the Subcontractor furnishes Contractor with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established.

Progress payment for work does not constitute Contractor's acceptance of the work, but is rather to be considered as an advance of funds, subject to final review and acceptance by Contractor.

10. LIENS: Subcontractor agrees not to record a labor and material man's lien against the property upon which Subcontractor has performed work, until Subcontractor has provided a minimum of thirty (30) days written notice to Contractor in order to allow Contractor a thirty-day period within which to resolve the dispute with Subcontractor. Subcontractor shall not file a lien or shall immediately release a lien in the event that Contractor deposits a sum of money equal to the amount of the lien with the Subcontractor's attorney, or in a joint interest-bearing savings account with the Subcontractor, with the understanding that said funds shall be paid only upon mutual agreement of the parties or as per dispute remedy procedure as described in section 19.

Any labor and material man's lien filed by Subcontractor which is later determined to be 25% or more in excess of the net amount ultimately found due and owing to the Subcontractor shall result in Contractor's right to collect from the Subcontractor all damages, consequential losses, or other expenses, incurred by Contractor as a result of contesting said lien, including office administrative expenses and attorneys' fees.

Provided that Subcontractor has been paid for work completed under Contract Documents (defined in Project Release), Contractor, as its sole option, shall have the right to require Subcontractor to provide lien releases or waivers by all persons supplying labor, materials, or services to Subcontractor for the work performed by Subcontractor and to withhold any future and/or final payment until such releases are supplied.

11. LIEN WAIVER: The clearing of any check issued to Subcontractor constitutes a lien waiver and release of all claims through the date of the check for any job upon which the check is written. Additionally, the Subcontractor shall fill out and sign the lien waiver form provided by Contractor and attached to the Master Agreement as Exhibit "C" for each invoice, for each Project.

12. WORKER'S COMPENSATION: Subcontractor warrants to Contractor that the Subcontractor has obtained worker's compensation (State Industrial Insurance) coverage for all employees of the Subcontractor. If Subcontractor is a sole proprietor, the Subcontractor warrants that it has obtained workers compensation (State Industrial Insurance) coverage in accordance with the worker's compensation laws of the State of Washington. The Subcontractor is an Independent Contractor and NOT an employee of Contractor.

WARRANTY: If a defect in material and/or workmanship occurs, Contractor will notify Subcontractor promptly of such defect. Upon receipt of such notice, Subcontractor shall promptly and at its expense satisfactorily repair and/or replace the defective material and/or workmanship or systems. The Subcontractor, at its own expense, shall participate in any mediation and arbitration procedures established under any contracts between Contractor and Contractor's customer. The term of Subcontractor's warranty shall be for the same duration as the term of Contractor's warranty to Contractor's customer. Subcontractor shall provide all product warranties to Contractor at the completion of the Subcontractor's work and prior to receiving final payment from Contractor.

14. INSURANCE: The Subcontractor warrants to Contractor and will provide Contractor, prior to commencement of work, a Certificate of Insurance that includes commercial general liability

coverage, on an occurrence form, automotive liability, and employer's liability with the following minimum limits:

- \$1,000,000 Per Occurrence
- \$2,000,000 Annual Aggregate
- \$1,000,000 Products/Completed Operations
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Automobile Liability with Symbols 1, 8, & 9
- \$1,000,000 Employers Liability any one disease/any one occurrence

Contractor will be endorsed as a primary additional named insured on all policies. The insurance carrier for the Subcontractor must have an A.M Best Rating of A- or better and the rating must be listed in the Certificate of Insurance.

Subcontractor shall provide a list of exclusions contained within their policy. Under the General Liability policy, the Subcontractor shall add Clark Construction to its officers, directors, and employees and the Owner (if required by contract) as an additional insured using form CG 20 10 11 85. The policy shall be endorsed to stipulate that the insurance afforded to Contractor, its officers, directors, and employees and the Owner as additional insured shall apply as primary insurance. Any other insurance carried by the Contractor or the Owner will be excess only and will not contribute with Subcontractor's insurance. The General Liability policy shall be endorsed using form CG 24 04 10 93 or equivalent to give rights of recovery.

No insurance will be altered, limits reduced, or cancelled without thirty (30) days prior written notice to Contractor. Subcontractor may be asked to provide a five-year loss run report on open, closed, pending or potential claims or litigation. Subcontractor will be in breach of contract for failure to timely supply and maintain proper insurance as warranted under this Master Agreement and evidenced by the Certificate of Insurance provided.

Annually, Subcontractor shall supply Contractor with a new and replacement Certificate of Insurance. Not less than two weeks prior to the expiration, cancellation, or termination, the Subcontractor will provide Contractor with a new additional insured endorsement naming Contractor as a primary additional insured.

The required insurance shall be subject to approval of Contractor but any acceptance of insurance certified by the Contractor shall in no way limit or relieve Subcontractor of the duties and responsibilities assumed by Subcontractor in this Master Agreement. No work shall be performed at the project site until the Certificate of Insurance have been furnished by the Subcontractor and approved by the Contractor.

Payment may be withheld, at the option of the Contractor, until the Certificate of Insurance have been furnished or if upon receipt of a cancellation notice on a policy, until withdrawal of the notice or reinstatement of the canceled policy. Subcontractor shall ensure that all tiers of their subcontractors shall maintain insurance in like form and amounts, including the additional insured requirements set forth above, and they will provide evidence of sub-subcontractor's insurance prior to starting work.

Failure of Contractor to enforce in a timely manner any of the provisions of these insurance

requirements shall not act as a waiver to enforcement of any of these provisions later in the performance of this Master Agreement. Any exceptions to these insurance requirements must be delineated in the contract documents.

In the event Subcontractor does not comply with the requirements of this section, Contractor at its option, may provide insurance coverage to protect its interests and charge the Subcontractor for the cost of that insurance, together with a \$200 administration fee.

15. WAIVER OF SUBROGATION: The Subcontractor agrees to waive and all tort or other subrogation rights for property damage or bodily injury against Contractor arising directly or indirectly out of, relating to, or in connection with the performance of Subcontractor's services.

16. DEFAULT: If Subcontractor refuses or fails to supply sufficient and properly skilled workers or materials to maintain the schedule of work; refuses or fails to make prompt payment to the sub-subcontractors or suppliers of labor, materials, or services; fails to correct, replace or re-execute faulty or defective work done or materials furnished; disregards the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; files for bankruptcy or material breach of this Master Agreement, and fails to correct the default or maintain the corrected condition within two (2) working days of receipt of written notice of the default, then Contractor, without prejudice to any rights or remedies otherwise available to it, shall have the right to any or all of the following remedies:

A. Supply such workers and quantity of materials, equipment and other facilities as Contractor deems necessary for the completion of Subcontractor's work or any part thereof, in which Subcontractor is unable to complete or perform after the above notice and to charge the cost thereof to Subcontractor. Subcontractor shall be liable for the payment of the same including reasonable overhead and profit.

B. Contract with one or more alternative subcontractors to perform such part of the Subcontractor's work as Contractor shall determine are necessary to complete the Project on schedule and charge the applicable cost thereof to the Subcontractor;

C. Terminate this Master Agreement and/or the Subcontractor from the Project, and remove Subcontractor from the Project, take possession of the work site and finish the work by whatever reasonable method that Contractor deems expedient and commercially practicable. When Contractor terminates Subcontractor, Subcontractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the Subcontractor exceeds the cost of finishing, including additional compensation to Contractor for services and expenses made necessary thereby, including overhead and additional administrative cost, such excess shall be paid to Subcontractor. On the other hand, if such costs exceed the unpaid balance, Subcontractor shall pay the difference to Contractor. Contractor may back charge Subcontractor for all costs incurred in completing Subcontractor's work including without limitation Contractor's staff time, job delay expenses or costs, additional interest expense, closing delay procedures, etc. A back charge may be applied against another subcontract between Contractor and Subcontractor for any other Project or job that Subcontractor may be engaged with Contractor.

D. Should Subcontractor breach any of its obligations in this Master Agreement, Contractor shall be entitled to recover against Subcontractor any reasonable and necessary attorneys'

fees and paraprofessional fees, costs and expenses incurred by Contractor in pursuing claims against Subcontractor.

17. CHANGE ORDERS: Contractor may order additional work. Subcontractor shall perform such changes in the work as directed in writing. Any change or adjustment to the price shall be as specifically stated in a written and signed change order. If the Subcontractor encounters conditions it considers different from those described in the project documents or plans, the Subcontractor shall issue notice and have a change order signed by Contractor prior to proceeding with the change order work. Subcontractor must provide notification to Contractor in a timely manner so as not to impact the Project schedule. Subcontractor's schedule shall be equally adjusted if such schedule adjustment is agreed to by Contractor. If Subcontractor and Contractor do not agree in advance and in a mutually signed writing on a price for change order work, Subcontractor and Contractor may elect, on a case by case basis and in writing, to allow Subcontractor to proceed with the change order work, and Subcontractor will be paid based on the actual cost to Subcontractor plus a 15% markup for profit and overhead expenses.

Subcontractor may not negotiate directly with the Owner at any time. If Subcontractor carries on independent discussions with the Owner, which in the opinion of Contractor are detrimental to the progress of the job, Contractor reserves the right not to process change orders so generated and will back charge for any extra work caused by such discussions.

18. TITLE TO MATERIALS: Subcontractor shall bear the risk and be responsible for the replacement and/or reconstruction of all materials and work damaged or lost by fire, theft and/or vandalism until Contractor has accepted the Subcontractor's completed performance of all work.

19. DISPUTES AND REMEDIES: Any dispute that arises under this agreement shall be resolved according to this Section 19. Either party may initiate the dispute by delivering a written notice of dispute to the other party. Within seven (7) days after delivery of the notice of dispute, the parties or their designated representatives, shall meet in person to attempt to resolve the dispute.

If the parties cannot resolve the dispute within seven (7) days after the date of the meeting described above, then the parties shall settle the dispute by arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Master Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Master Agreement and filed with the person or entity administering the arbitration. The place of arbitration shall be Kitsap County, Washington, and Washington State law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Subcontractor shall continue to perform the work and adhere to the schedule during all disputes with Contractor. No work shall be delayed or postponed pending resolution of any disputes in accordance with this Section 19.

In any such arbitration or other legal action, the substantially prevailing party shall be entitled to its reasonable costs and attorney's fees, paralegal fees, expert fees and consultant fees incurred and included or added to any award, including any such fees and costs incurred post-award, on any appeal and through collection efforts. This Master Agreement shall be governed by and construed in accordance with the substantive law applicable to contracts and executed and performed in the State of Washington.

20. INDEMNIFICATION: Subcontractor shall indemnify, defend, at Subcontractor's sole expense, and hold harmless Contractor, the Owners (if different from Contractor, affiliated companies of Contractor, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury or death, damage to property, demands, damages, and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the work performed, materials furnished or services provided under the Master Agreement by Subcontractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Subcontractor, its employees or agents, whether active or passive. Subcontractor shall be obligated to indemnify and defend Contractor or Owner for Claims found to be due to the sole negligence or willful misconduct of Indemnified Parties. To the extent that such bodily injury or property damage is caused by the concurrent negligence of (a) Indemnified Parties and (b) Subcontractor or Subcontractor's agents or employees, Subcontractor shall only be required to indemnify the Indemnified Parties to the extent of the negligence of Subcontractor and/or its agents or employees.

Subcontractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Master Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally adjudicated or barred by applicable laws.

Subcontractor specifically and expressly waives any immunity that may be granted it under Washington State Industrial Insurance Act, Title 51 RCW, and all other applicable Industrial Insurance/Worker's Compensation Acts or their equivalent in the applicable jurisdiction. Furthermore, the indemnification obligation under this Master Agreement shall not be limited in any way to the amount, type of damages, compensation, or benefits payable under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Acts; provided that Subcontractor's waiver of immunity by provisions of this paragraph extends only to claims against Contractor for damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of Subcontractor, its agents or employees, and does not include or extend to any claims by Subcontractor's employees against Subcontractor. Contractor and Subcontractor hereby certify and agree that this section 20 has been freely and mutually negotiated.

21. RIGHT TO AUDIT. If Contractor is audited or required to disclose financial and related records for any reason, then Contractor and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Master Agreement kept by or under the control of the Subcontractor, including, but not

limited to those kept by the Subcontractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Subcontractor shall, at all times during the term of this Master Agreement and for a period of five (5) years after the completion of this Master Agreement, maintain such records together with such supporting or underlying documents and materials. The Subcontractor shall at any time requested by Contractor, whether during or after completion of this Master Agreement, make such records available for inspection and audit (including copies and extracts of records as required) by Contractor. Such records shall be made available to Contractor during normal business hours at the Subcontractor's office or place of business and subject to a three (3) day written notice. In the event that no such location is available, then all financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for Subcontractor. Subcontractor shall ensure Contractor has these rights with Subcontractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Subcontractor and its subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the subcontractor's obligations to Contractor. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by Contractor unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) to the Subcontractor by Contractor in excess of one percent (1%) of the total contract billings for the project, the Subcontractor shall reimburse Contractor for the total costs of the audit. If the audit discovers any substantive findings related to fraud, misrepresentation, or non-performance, Contractor may recoup the costs of the audit work from the Subcontractor. Adjustments and/or payments that must be made as a result of any such audit or inspection of the Subcontractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Contractor's findings to Subcontractor.

22. NOTICES: Any notices required or permitted hereunder shall be in writing and delivered to the other party by email and one of the following: in person, by overnight courier, by fax or by United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the address set forth below or to such other address as either party may designate in writing and deliver as herein provided.

23. ASSIGNMENT: This Master Agreement shall not be assigned to any third party without the expressed written consent of Contractor. Contractor shall have the right, to be exercised in its sole and absolute discretion, to assign this Master Agreement to an affiliate or third party. In the event of death, dissolution, liquidation or any other incapacity (other than bankruptcy) of Subcontractor, Contractor may at its sole discretion affirm or terminate the obligations contained in this Master Agreement. In the event of affirmation, the estate, trustee or other entity terminating the affairs of the departed or dissolved party shall abide by all the terms, covenants and conditions of this Master

Agreement, including any and all rights and obligations occurring prior to such death, dissolution, liquidation or any other incapacity.

24. INDEPENDENT CONTRACTOR STATUS: Subcontractor acknowledges and agrees that nothing in this Master Agreement shall be construed as creating an employer/employee relationship, a partnership, an agency relationship, or a joint venture between the parties. Subcontractor understands and agrees that Subcontractor has no authority to enter into any contract, assume any obligation, or make any warranty or representation on behalf of Contractor.

THE UNDERSIGNED HEREBY CERTIFY THAT PARAGRAPH "INDEPENDENT CONTRACTOR STATUS" WAS MUTUALLY NEGOTIATED.

IN WITNESS WHEREOF, Contractor and Subcontractor have here to set their hands and seal the day and year of written first below.

Date: _____

Date: _____

Clark Construction Inc

Subcontractor

By: _____

By: _____

Print name: _____

Print name: _____

Exhibit B-“ Pay Application”

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT SUMMARY SHEET

Page 1 of 2

TO CONTRACTOR:
 CCI / Clark Construction Inc.
 901 Hildebrand Lane NE
 Suite 200
 Bainbridge Island, Washington 98110

PROJECT:
 **Sandbox Test Project
 ### Sandbox Test Address
 Bainbridge Island, Washington 98110

APPLICATION NO: 1
 INVOICE NO: 01
 PERIOD: 05/01/22 - 05/31/22
 PROJECT NO: 1234
 CONTRACT DATE: 07/09/2019
 CERTIFICATE DATE: 05/12/2022
 SUBMITTED DATE: //

FROM SUBCONTRACTOR:
 Subcontracting Test Company
 6309 Carpinteria Avenue
 Carpinteria, California 93013

SUBCONTRACT DATE: 7/9/2019

SUBCONTRACT FOR: testjake
SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Subcontract. Continuation Sheet is attached.

1. Original Contract Sum	\$0.00
2. Net change by change orders	\$0.00
3. Contract sum to date (line 1 ± 2)	\$0.00
4. Total completed and stored to date (Column G on detail sheet)	\$0.00
5. Retainage:	
a. 0.00% of completed work:	\$0.00
b. 0.00% of stored material:	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$0.00
7. Less previous certificates for payment (Line 6 from prior certificate)	\$0.00
8. Current payment due:	\$0.00
9. Tax applicable to this payment:	\$0.00
10. Current payment due including tax:	\$0.00
11. Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

The undersigned certifies that to the best of the Subcontractor's knowledge, information and belief, the Work covered by this Application for payment has been completed in accordance with the Subcontract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner, and that current payments shown herein is now due.

SUBCONTRACTOR: Subcontracting Test Company

By: _____ Date: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	\$0.00	\$0.00
Total approved this Month:		\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

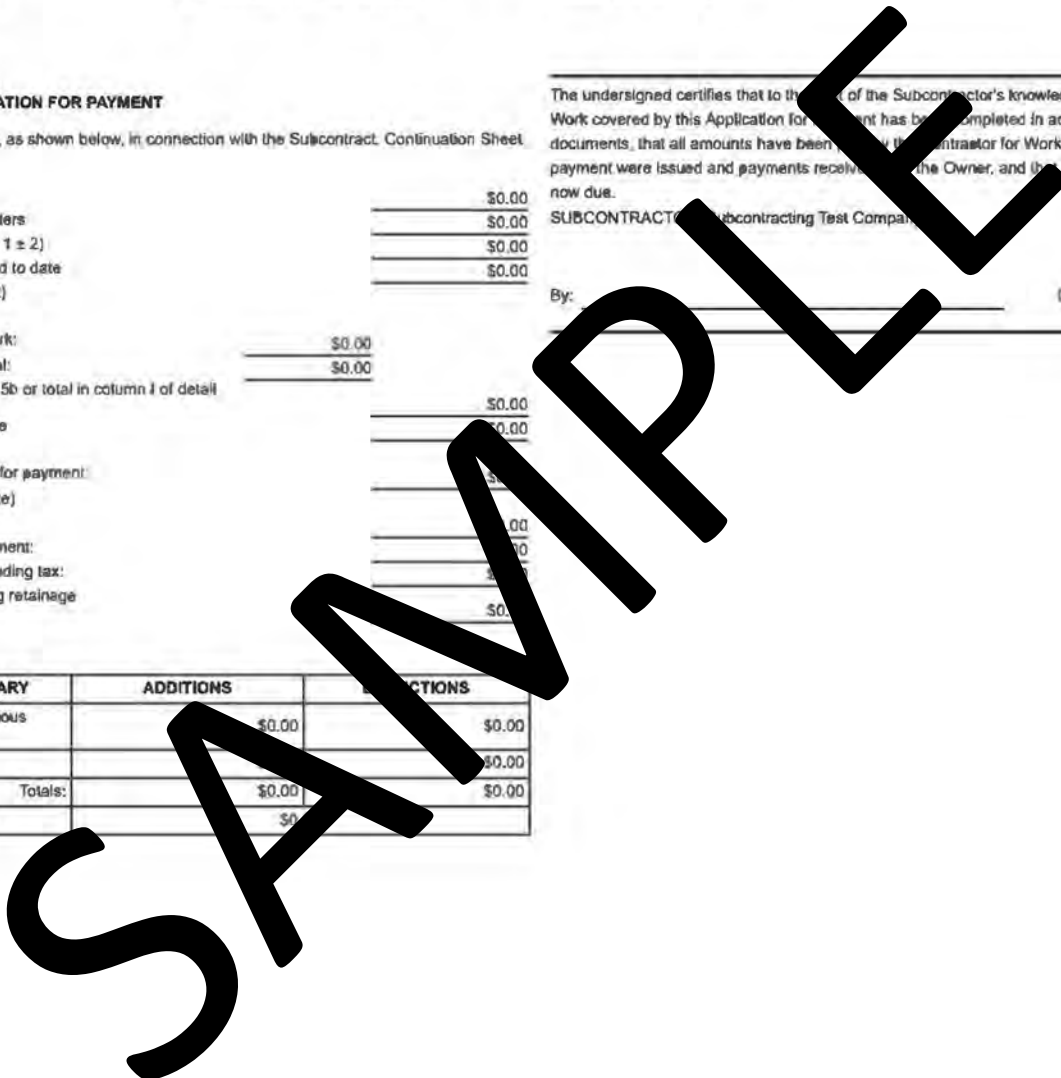


Exhibit C-“Lien Waiver”



COMMITMENT #:

Project Info:

Conditional

The undersigned, upon receipt of this payment totaling \$ current invoice amount and other valuable consideration, SUBJECT TO THE RECEIPT AND CLEARING OF THE CHECK IN THAT AMOUNT, does hereby fully waive and release, and hold Owner and Clark Construction Inc. harmless from any and all claims, of any type, kind, or character, for labor, services, equipment, rented or supplied, and materials furnished, including any mechanic's or materialman's lien, equitable lien, stop notice, equitable adjustment, or bond claim (public or private), that the undersigned has or may ever have in any manner arising out of any work, labor, services, equipment, material or supplies furnished by or through the undersigned in connection with the Project or the Contract through the date of thru date of current period.

This release does not cover any retention retained before or after the release date noted above.

Unconditional

The undersigned has been paid all previous payments due, and has received a progress payment in the amount of total all previous invoices, and does hereby waive and release and agree to indemnify and hold Owner and Clark Construction Inc. harmless from: any claim, cause of action or liability, including but not limited to costs, expenses, interest, and attorney fees arising from any claims heretofore made on account of any and all claims, of any kind or character, for labor, services, equipment, rented or supplied, and materials furnished, including any mechanic's or materialman's lien, equitable lien, stop notice, equitable adjustment, or bond claim (public or private) that the undersigned has or may ever have in any manner arising out of any work, labor, services, equipment, material or supplies furnished by or through the undersigned in connection with the project or the contract through the date of thru date of prior period.

This release does not cover any retention retained before or after the release date noted above.

Signature _____ Date _____
Title _____ Company _____



SUBCONTRACTOR PROJECT RELEASE

CCINC Edition – 10/26/2023

Release No. SC-1234-070

This Subcontractor Project Release (“Project Release”) dated, 11/8/2023 is made and entered into by and between:

CCI / CLARK CONSTRUCTION INC.

P.O. Box 10625
Bainbridge Island, WA 98110
Telephone: (206) 842-5450 Fax: (206) 842-3895
sandbox@clarkconstruct.com

(Hereinafter referred to as **Contractor**)

And

Clark Construction, Inc.

901 Hildebrand Lane
Bainbridge Island, Washington 98110
Telephone: (206) 842-5450 Email: info@clarkconstruct.com Fax: (206) 842-3895

(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 11/13/2023 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 **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 complete all work as described in Section 3 below in a timely and workman-like manner and

****Sandbox Test Project
Sandbox Test Address
Bainbridge Island, Washington 98110**

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

For

Test 1234

(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 C "Contract Documents List". Subcontractor acknowledges the timeline for the work being performed per the attached Exhibit B "Project Schedule".

- 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 Parties agree the Work to be performed by the Subcontractor on this Project shall include, but is not limited to, the following Exhibit A:

Work Description:

Inclusions:

Exclusions:

CONTRACTOR

CCI / Clark Construction Inc.

By: _____

CC CLARKCI788KZ 5/11/2024

CONTRACTOR'S Registration No.
Expires

20-566

CONTRACTOR'S Federal I.D. Number

602-653-226

CONTRACTOR'S UBI Number

SUBCONTRACTOR

Clark Construction, Inc.

By: _____

Test 1234

SUBCONTRACTOR'S Registration No.
Expires

Test 1234

SUBCONTRACTOR'S Federal I.D. Number

Test 1234

SUBCONTRACTOR'S UBI Number





EXHIBIT A PROJECT SPECIFIC SCOPE OF WORK

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Work Description:

This Subcontractor Project Release is written for the _____ scope of work. This release is intended to capture the scope of work for this Subcontractor but is not to be taken as a complete list of tasks, inclusions, or other work required to be performed on the project. The Subcontractor is responsible for reviewing and cross-referencing all drawings, specifications, and disciplines in order confirm complete scope of work.

Subcontract Documents:

- Exhibit A – Project Specific Scope of Work
- Exhibit B – Project Schedule
- Exhibit C – Contract Documents List:
 - Drawings – Bid Set – _____
 - Specifications – Bid Set – _____
 - Addendums _____ to Bid Set _____
- Exhibit D – Schedule of Values
- Exhibit E – Procurement Log
- Exhibit F – Logistics Plan
- Exhibit G – Craft Labor Wage Rate Breakdown Sheet
- Exhibit H – MSDS
- Exhibit I – Certificate of Insurance Example
- Exhibit S – Safety Card, Site Specific Safety Plan

General Project Specific Requirements:

Subcontractors and sub-tier subcontractors shall comply with the following:

1. Subcontractors shall have a certificate of registration in compliance with chapter RCW 18.27.
2. Subcontractors shall have a current state unified business identifier number, _____, current security department number, _____, and state excise tax registration number, _____.
3. Subcontractors shall comply with Section _____ of the Specifications to furnish all certificates and statements required by the Contract.
4. If dissatisfied with any part of the work performed by a subcontractor of any tier, the Owner/Owner's Representative may request in writing that the subcontractor performing the work be removed.



EXHIBIT A PROJECT SPECIFIC SCOPE OF WORK

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5. Subcontractors shall comply with Section _____ All tiers of subcontractors shall understand duties, rights, and responsibilities of Prompt Payment.
6. Subcontractors shall comply with Section _____, Subcontractor Retainage. All tiers of subcontracts shall understand duties, rights, and responsibilities.
7. Section _____ Contractor or Subcontractor Withholding. Regarding the requirements for providing copies of notices to the Owner/Owner's Representative, all communications from subcontractors at any tier shall be transmitted through higher tier subcontractors and the Contractor before going to the Owner/Owner's representative.
8. Section _____ Contractor or Subcontractor Withholding Related to Prompt Payment. Regarding the requirements for providing copies of notices to the Engineer, all communications from subcontractors at any tier shall be transmitted through higher tier subcontractors and the Contractor before going to the Owner/Owner's representative.
9. Section 19 of the MSA Disputes and Remedies shall apply to all subcontractor tier levels.

Billing:

10. Before first billing, Subcontractor shall submit for approval Exhibit D, E, F, H, I, and S.
11. The schedule of values returned shall be input to Procore and shall be used for all future invoicing for the project. Subcontractor billings shall match the schedule of values exactly every month. Billings that do not indicate the items in the returned schedule of values, or change any of the nomenclature for these items, shall be automatically rejected. It is the responsibility of Clark Construction Inc. to notify this Subcontractor that the billing format is incorrect, and any indications of such are considered a courtesy.
12. It is the responsibility of the Subcontractor to inform CCI if they have not received the invoice by the 25th of the respective billing month. If you have any questions, please contact the Project Manager or Project Engineer.
13. This Subcontractor shall provide the following materials on a monthly basis:
 - a. Monthly invoice due on the 25th of each month and submitted via Procore and include any backup documentation as an attachment to the Procore pay application.
 - b. Retainage will be held on monthly billings and released upon fulfilling closeout requirements as defined in the project specifications and project completion. If this project is subject to Washington State prevailing wage or Davis Bacon, retainage will be released upon fulfilling closeout requirements as defined in the project specifications, project completion, and final release from applicable government agencies.
 - c. Email a copy of Procore pay application to accounting@clarkconstruct.com
 - d. Subcontractor change order log



EXHIBIT A PROJECT SPECIFIC SCOPE OF WORK

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- e. Updated/Most Current Submittal and Procurement Log
 - f. Open Request for Information (RFI) log
 - g. Signature on Lien Waiver releases
 - h. Certified Payroll Reports if required, shall be submitted to Clark Construction Inc. on a Monthly basis.
14. Monthly invoices with unexecuted change orders included will be rejected and require revision. If the change order is approved and executed prior to the 25th of the month, Subcontractor may resubmit a revised invoice to include the change order in the current billing period, if not the Subcontractor must resubmit a change order invoice in the following month.

Contract Administration:

15. The subcontractor shall submit a completed Procurement Log and keep up to date for the duration of the project. The log shall identify the lead times for all materials. If a Procurement Log is not provided and/or maintained by this Subcontractor, CCI may, at its own discretion, produce a procurement log for schedule purposes at the expense of this Subcontractor, assessing cost in the form of a back-charge to the agreement.
16. Subcontractors shall submit a register for review. The register shall include a list of product data, shop drawings, engineered drawings, operations, and maintenance literature. The subcontractor is responsible for timely submission of information. Any materials installed without approval shall be removed and replaced at Subcontractor expense.
17. Subcontractor shall provide an English-speaking, competent person on site daily and at weekly coordination meetings.
18. Subcontractor's Project Manager and Superintendent shall attend a preconstruction meeting held prior to start of work.
19. This Subcontractor shall comply with the following required meetings during the performance of the scope of work:
- a. Weekly foreman meetings while work onsite is performed -- Meeting to be held onsite. Failure of subcontractor's foreman of attendance will be \$100.00 for the 1st offense, \$500.00 for the 2nd offense, \$1,000.00 for 3rd offense and removal from jobsite.
 - b. Identify Occurrence Established, Monthly at Minimum) project manager meetings for the duration of the project -- Meeting to be held virtually unless otherwise identified. Failure of subcontractor's Project Manager of attendance will be \$100.00 for the 1st offense, \$500.00 for the 2nd offense, \$1,000.00 for 3rd offense and Notice of Default to Subcontractor.
 - c. Design-build update meetings -- As necessary for permitting and engineering approval.



EXHIBIT A PROJECT SPECIFIC SCOPE OF WORK

CCINC Edition – 10/26/2023

- 20. All contract administration shall be through Procore including but not limited to drawings, specifications, RFI's, submittals, billings, pricing, change orders, QA/QC and punch list. All subcontractor personnel shall be required to use Procore.
- 21. Subcontractors shall not proceed with extra work without prior authorization in writing.
 - a. Extra work tickets clearly listing all labor, materials and equipment shall be presented to the Project Superintendent for signature within 48 hours.
 - b. All extra work tickets shall, at minimum, include the Change Event number. Extra work tickets that are presented without a Change Event number, regardless of CCI signature, shall be rejected until proper notice of cost impact is submitted by this Subcontractor.
 - c. Extra work tickets not signed will be rejected without signature.
 - d. Extra work tickets shall be priced and submitted to the Project Manager within 7 days of the execution of the work.
- 22. Scope changes due to Construction Field Directives (either CFD or CD), Architectural Supplemental Instructions (ASI), or any other design driven document change:
 - i. This Subcontractor shall obtain pricing for all design changes in a chronological order unless otherwise directed by Clark Construction Inc., to remain constant with the latest contractual set of documents.
 - ii. This Subcontractor acknowledges that per Clark Construction Inc.'s contract with the owner, all design driven changes are assumed to be "Price and Proceed" and are not to be proceeded upon without written instruction by Clark Construction Inc. If a document is distributed requesting "Price and Proceed", the contractor shall override this line item and the work shall commence immediately upon receipt. This Subcontractor shall submit and respond to all pricing requests no later than _____ calendar days following distribution of an action item document. If this Subcontractor fails to submit or respond within this timeframe, Clark Construction Inc. reserves the right to determine the appropriate cost for the request without input from this Subcontractor and shall assign this value for the work requested to be performed.
- 23. Scope changes due to RFI, submittal response, or other interactive actions between this Subcontractor and other stakeholders:
 - i. This Subcontractor shall acknowledge that the item in question is a change to their scope of work in no more than five (5) calendar days.
 - ii. Following indication that the item is a change, this Subcontractor shall provide pricing for their cost within _____ calendar days.
 - iii. Clark Construction Inc. may, at no cost to themselves or the owner, request a meeting to discuss the change in scope with this Subcontractor, the design team, and the owner, to expedite the change order process.
- 24. Schedule
 - a. All work to be completed on site shall be in accordance with the project schedule, unless directed otherwise by the General Contractor.

Subcontractor Initials _____

25. Onsite Requirements

- a. As per Exhibit S, Personal Protective Equipment (PPE) shall always be worn while on the jobsite. This includes, but is not limited to, hard hats, safety glasses, proper footwear, and high visibility clothing. Failure to comply may result in the offending individual being removed from the site. Repeat offenses may result in permanent removal of the offending individual from the site.
- b. This Subcontractor's foreman shall provide a list of persons every morning to the project Superintendent. The list must identify the number, trade, and working title (such as foreman, journeyman, apprentice) of everyone on site for the day. The list shall be employed by this Subcontractor. For example: "Subcontractor apprentices".
- c. Each Subcontractor is responsible for clean up of their work. Clean up is to occur daily. This includes placement of debris into provided dumpsters, if available. It is the responsibility of this Subcontractor to ensure that adequate dumpster and/or trash removal storage is available at all times during their scope of work. If dumpsters are not to be provided during construction activities, it is this Subcontractor's responsibility to provide their own dumpster, if needed.
- d. Headphones, ear buds, or any other personal audio devices are strictly prohibited. Failure to remove these devices from the project site upon request shall result in immediate dismissal of the offending individual from the project site for the remainder of the work day. Repeat offenses may result in permanent removal of the offending individual from the site.
- e. All deliveries shall be coordinated with the project superintendent in advance of delivery. Failure to comply with this request may result in deliveries being delayed, which shall result in additional costs for Clark Construction Inc.
- f. There shall be no method for removing items from trucks, trailers, or other means of transporting goods provided by Clark Construction Inc. If a forklift, or other type of machine is required to remove material for a delivery, it is this Subcontractor's responsibility to provide it. If multiple Subcontractors shall require the use of a forklift during their activities, and their scheduled durations align with one another, CCI may opt to rent a forklift for communal use provided each Subcontractor has a certified and trained person available to operate the forklift. The cost of the forklift shall be divided between the applicable Subcontractors.

26. Closeout documentation shall be submitted to contractor prior to completion of scope of work. The timely submission of this documentation is requested to expedite the release of retainage.

- a. The Subcontractor shall provide adequate manpower, and key personnel to assist in the Commissioning Process of the project.
- b. This Subcontractor shall provide as-built documents, O&M manuals, and any other specification required closeout materials prior to the final completion of their scope of work. The timely submission of this documentation is requested to expedite the release of any retainage on the project.
- c. Failure to provide closeout documentation shall lead to the forfeit of retainage to the project, as well as require Clark Construction Inc. to provide the required



EXHIBIT A PROJECT SPECIFIC SCOPE OF WORK

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closeout documentation. Should this occur, Clark Construction Inc. reserves the right to back-charge this Subcontractor for the time spent obtaining the required materials.

- d. Following submission of closeout materials, this Subcontractor shall sign a Conditional Final Lien Waiver Release prior to final payment and release of retainage.

Site Regulations:

- 27. Parking shall be designated by the Clark Construction, Inc. superintendent. Parking is a privilege and is not guaranteed at any time during construction activities.
- 28. Deliveries:
 - a. All Subcontractor/Vendor deliveries/offloads must be scheduled with CCI.
 - b. All delivery personnel that offload on the job site must comply with all CCI PPE and Safety Requirements.
 - c. Not-scheduled, early, or late deliveries are subject to be turned away.
 - d. Material handling, loading, offloading and staging shall be by Subcontractor.
- 29. Provide material protection upon scope completion as needed.
- 30. Subcontractors shall be required to coordinate required inspections with CCI and AHJ.
- 31. All subcontractors shall ensure deliveries follow the trucking route as shown in the logistics plan in Exhibit G.
- 32. Subcontractors shall provide their own office and storage trailers as required. Power, water, and other utilities shall be at the subcontractor's expense. All trailer locations shall be approved by the project superintendent.
- 33. Cell phones, pagers, radios, or any other personal audio devices are strictly prohibited. Failure to remove these devices from the project site upon request shall result in immediate dismissal of the offending individual from the project site for the remainder of the workday. Repeat offenses may result in permanent removal of the offending individual from the site.
- 34. Each Subcontractor is responsible for cleanup of their work. Clean up shall occur daily and include hauling off debris/haul.



EXHIBIT A PROJECT SPECIFIC SCOPE OF WORK

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Project Specific Scope of Work:

35. Prevailing Wage Requirements:

- a. Subcontractor must comply with all Washington State Prevailing Wage law, including but not limited to prevailing wage pay rates, Intent to Pay Prevailing Wages, Affidavit of Wages Paid, Certified Payroll Reports, and Washington State Prevailing Wage training requirements.
- b. Subcontractors must be a responsible bidder to bid on prevailing wage projects. You must meet these requirements, including but not limited to:
 - I. A valid Unified Business Identifier (UBI) number.
 - II. Current contractor's registration or licensing as required by the WA State Dept. of L&I.
 - III. Industrial insurance coverage for employees.
 - IV. Must not be currently debarred from bidding on a project that involves prevailing wage.
 - V. Must attend L&I training on Public Works and Prevailing Wage Law unless contractor has been in business for 3 or more years and has completed 3 or more public works projects.
 - VI. L&I training is accessible and completed through the Prevailing Wage Intents & Affidavits website (PWIA), provided by the WA State Dept. of L&I.
 - VII. Submission and approval of an Intent to Pay Prevailing Wages prior to commencing work on site.
 - VIII. CCI Intent ID.
 - IX. Submission of Certified Payroll Reports through the PWIA website, which must be submitted at least monthly.
 - X. Submission and approval of an Affidavit of Wages Paid after work has been completed and accepted.
 - XI. Subcontractors are responsible for correctly classifying and paying workers based on the prevailing wages rates and work classifications published by the WA State Dept. of L&I. Employees must be paid in accordance with the published Prevailing Wage Rates for Journeyman or Apprentice workers with an effective date of _____ (bid date) (<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>).
 - XIII. Subcontractors must ensure compliance with all Prevailing Wage law for any work performed by their sub-tier contractors.



EXHIBIT D SCHEDULE OF VALUES

CCINC Edition – 10/26/2023

Subcontractor: _____

Project Name: _____

Date: _____

Line Item	Description	Scheduled Value
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
TOTAL		\$

* If additional pages are needed please attach

Subcontractor Initials _____



Exhibit G
Craft Labor Wage Rate Break Down Sheet

CRAFT LABOR RATE - DETAILED PROJECT: XXXXXX (CCI PLT identify the Project Number and Name)										
TRADE/POSITION		Foreman			Journeyman			Apprentice		
		Straight	OT	DT	Straight	OT	DT	Straight	OT	DT
XXXXX										
BASE RATE & FRINGE										
Base Wage		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health & Welfare		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PAYROLL TAXES & OTHER BENEFITS										
	Rate									
FICA (Social Security)	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MEDICARE	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MEDICARE ADDITIONAL	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FUI	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUI (State Unemployment)	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PMFLA (WA Paid Family Leave)	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WC	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Taxes & Other Benefits		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total (without mark up)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OH&P (CCI PLT identify the OH&P per the Contract)	0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Billable Rate		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please fill out all cells in this highlighted color with your companies specific positions and pay rates.

EXAMPLE

Subcontractor Initials _____

Safety data sheet

Product name

Version 1.0

Effective date: 2019-05-01

SECTION 1. IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY / UNDERTAKING

1.1 Product identifier

Trade name: Product name

Product no.: -

1.2 Relevant identified uses of the substance or mixture and uses advised against:

Product use: X

1.3 Details of the Supplier of the safety data sheet:

Company: X
X
X
X
X

Contact: X

1.4 Emergency telephone number:

Use your local emergency number.

SECTION 2. HAZARDS IDENTIFICATION

2.1 Classification of the substance or mixture according to CLP no. 1272/2008.

Skin Irrit. 2; H315, Eye Irrit. 2; H319, STOT SE 3; H335.

2.2 Label elements CLP no. 1272/2008:

Hazard pictograms:



Signal word:

Warning

Hazard statements:

H315 Causes skin irritation.

H319 Causes serious eye irritation.

H335 May cause respiratory irritation.



EXHIBIT H MSDS Example

CCINC Edition – 10/26/2023

Safety data sheet

Product name

Version 1.0

Effective date: 2019-05-01

Precautionary statements:

Prevention:

P261 Avoid breathing mist/vapor.

P280 Wear protective gloves/eye protection.

Response:

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.

P312 Call a POISON CENTER/ doctor if you feel unwell.

Storage:

P403 + P233 Store in a well-ventilated place. Keep container tightly closed.

Disposal:

P501 Dispose of contents/ container in accordance with national regulations.

Additional labeling:

EUH202 Cyanoacrylate. Danger. Bonds skin and eyes in seconds. Keep out of the reach of children.

2.3 Other Hazards.

None known.

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

3.2 Mixture:

CAS/EC-no.	REACH-no.	Name	Content %	Classification CLP
7085-85-0 / 230-391-5	-	ETHYL 2-CYANOACRYLATE	80-90	Skin Irrit. 2; H315, Eye Irrit. 2; H319, STOT SE 3; H335.
9011-14-7 / 618-466-4	-	POLY(METHYL METHACRYLATE)	6-8	-
1333-86-4 / 215-609-9	-	CARBON BLACK	5	-



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123-31-9/ 204-617-8	-	HYDROQUINONE	<0,1	Acute Tox. 4; H302, Skin Sens. 1; H317, Eye Dam. 1; H318, Muta 2, H341, Carc. 2; H351, Aquatic Acute 1; H400 (M=10).
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3.3 Additional information:

See full text of H-phrases in section 16. Occupational limits are listed in section 8, if these are available.

SECTION 4. FIRST AID MEASURES

4.1 Description of first aid measures:

General information:

If any doubt or if symptoms persist, seek medical attention.

Inhalation:

Move affected person to fresh air. Get medical attention if any discomfort continues.

Skin contact:

Wash skin with soap and water. Remove contaminated clothing. If symptoms occur, consult a physician.
If adhesive bonding occurs, do not force skin apart. It may be gently peeled apart using a blunt object such as a spoon, preferably after soaking in warm soapy water.

Eye contact:

Flush the eye for several minutes with water. Contact a doctor. Do not rub your eyes.

Ingestion:

Contact a doctor. If the lips are glued together, apply plenty of warm water and gently disassemble them.

4.2 Most important symptoms and effects, both acute and delayed:

Inhalation: Irritation may occur.
In case of eye contact: Irritating to eyes.
In case of skin contact: Cyanoacrylate. Danger. Bonds skin and eyes in seconds. Skin irritation may occur.

4.3 Indication of any immediate medical attention and special treatment needed:

Treat symptomatically. If in contact with doctor, bring this safety data sheet with you.

SECTION 5. FIRE FIGHTING MEASURES

5.1 Extinguishing media:

Foam, carbon dioxide or dry powder.



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Unsuitable extinguishing media:

None known.

5.2 Special hazards arising from the substance or mixture:

The product is not flammable. In case of fire, nitrogen oxides can be form. Fire will develop smoke containing harmful gases (carbon monoxide and carbon dioxide).

5.3 Advice for firefighters:

Wear self-contained breathing apparatus and protective clothing to prevent contact.

SECTION 6. ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures:

Wear appropriate personal protective equipment – see section 8. Avoid contact with skin and eyes. Provide adequate ventilation. Avoid breathing mist/vapor. Keep unauthorized and unprotected persons away.

6.2 Environmental precautions:

Prevent entry to sewers and public waters. Notify authorities if liquid enters sewers or public waters.

6.3 Methods and material for containment and cleaning up:

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Then rinse the spillage site with plenty of water. Larger spills are to be absorbed with sand, earth or similar materials. Collected material is disposed of in accordance with section 13.

6.4 Reference to other sections:

See section 8 and 13 for further informations.

SECTION 7. HANDLING AND STORAGE

7.1 Precautions for safe handling:

Wear appropriate personal protective equipment – see section 8. Avoid contact with skin and eyes. Avoid breathing mist/vapor. Provide adequate ventilation. Do not eat, drink or smoke when using this product. Keep this product away from food and out of reach of children and pets. Remove work clothes and protective equipment before meals. The packaging is handled and opened carefully. Wash hands after handling the product. Remove contaminated clothing. Keep away from heat/sparks/open flames/hot surfaces – No smoking. Keep container tightly closed

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when not in use. Use only in well ventilated areas.

7.2 Conditions for safe storage, including any incompatibilities:

Keep away from all possible source of ignition. Store in a cool, dry, well ventilated location. Keep container tightly closed. Keep away from combustible materials, heat or sunlight. Keep out of the reach of children.

7.3 Specific end use(s):

This product should only be used for applications described in Section 1.2.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

8.1 Control parameters

Occupational exposure limits EH40 (Great Britain):

CAS-no:	Name:	Limits:
7085-85-0	Ethyl 2-cyanoacrylate	Short-term exposure limit (15 minutes): 0.3 ppm – 1.5 mg/m ³
123-31-9	HYDROQUINONE	Long-term exposure limit (8 h.): 0.5 mg/m ³

DNEL:

Ethyl 2-cyanoacrylate:

Consumer - Chronic systemic - Inhalation: 9.25

mg/m³ Workers - Chronic local - Inhalation:

9.25 mg/m³ Workers - Chronic systemic -

Inhalation: 9.25 mg/m³ Consumer - Chronic

local - Inhalation: 9.25 mg/m³

PNEC:

-

8.2 Exposure controls

Appropriate technical

measures:

Airborne concentrations must be kept as low as possible. Provide sufficient ventilation.

General information / Hygiene measures:

Smoking, consumption of food or liquid, and storage of tobacco, food or liquid, are not allowed in the workroom. Whenever you take a break in using this product and when you have finished using it, all exposed areas of the body must be washed. Always wash hands, forearms and face.

Make sure that eyewash are clearly marked. Avoid contact with eyes and skin. Avoid breathing vapor.



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Personal protective equipment:

Only CE-marked personal protection equipment should be used.

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment.

Hand protection:

Wear protective gloves made of the following material: Polyethylene. Polypropylene, Viton. EN 374.

Eye protection:

Wear eye protection. EN 166.

Body protection:

Wear appropriate protective clothing.

Measures to avoid environmental exposure:

Avoid discharge to lakes, streams, sewers, etc.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties:

Appearance: Liquid	Color: Black	Odor: Irritating	PH: -	Viscosity: -
Flashpoint: >95°C - CC	Boiling point: >190°C	Vapor pressure: 1 Pa	Density: 0.9-1.1	Melting point: -
Thermal decomposition: -	Auto-ignition: -	Explosive limits -	Solubility in water: Insoluble	

9.2 Other information:

-

SECTION 10. STABILITY AND REACTIVITY

10.1 Reactivity:

None under normal conditions.

10.2 Chemical stability:

Stable under normal storage conditions and recommended use.

10.3 Possibility of hazardous reactions:

None known.

10.4 Conditions to avoid:

High humidity, high temperature or direct sunlight.

10.5 Incompatible materials:

Polymerized by contact with water, alcohols, amines, alkalies.



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10.6 Hazardous decomposition products:

CO₂, oxides and nitrogen and unknown hydrocarbons. .

SECTION 11. TOXICOLOGICAL INFORMATION

11.1 Information on Toxicological effects:

Acute toxicity:

Not classified.

Ethyl 2-cyanoacrylate:
Oral – LD₅₀ – Rat 24 h.: >5000 mg/kg

Skin corrosion/irritation:

Causes skin irritation.

Serious eye damage/irritation:

Causes serious eye irritation.

Respiratory or skin sensitisation:

Not classified.

Germ cell mutagenicity:

Not classified.

Carcinogenicity:

Not classified.

Reproductive toxicity:

Not classified.

Specific target organ toxicity - single exposure:

May cause respiratory irritation.

Specific target organ toxicity – repeated exposure:

Not classified.

Aspiration hazard:

Not classified.

Additional information:

Inhalation: Irritation may occur.
In case of eye contact: Irritating to eyes.
In case of skin contact: Cyanoacrylate. Danger. Bonds skin and eyes in seconds. Skin irritation may occur.



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SECTION 12. ECOLOGICAL INFORMATION

- 12.1 Toxicity:** Not classified.
Ethyl 2-cyanoacrylate:
LC50 Id (Leuciscus idus) 48 h.: 160 mg/l
- 12.2 Persistence and degradability:**
The product is biodegradable.
- 12.3 Bioaccumulative potential:**
No data.
- 12.4 Mobility in soil:**
No data.
- 12.5 Result of PBT and vPvB assesment:**
No CPSR are created.
- 12.6 Other adverse effects:** None known.

SECTION 13. DISPOSAL CONSIDERATIONS

- 13.1 Waste treatment methods:**
Must be disposed of in accordance with local and national regulations.
The coding of a waste stream is based on the application of the product by the consumer.
- Contaminated packing:** Packaging which contains leftovers from the product must be disposed of in the same way as the product.
Option:
15 01 10 packaging containing residues of or contaminated by dangerous substances.
15 01 02 plastic packaging.

SECTION 14. TRANSPORT INFORMATION

This product is not classified as dangerous to transport.

	ADR/RID	IMDG/IMO
14.1 UN number	-	-



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14.2 UN proper shipping name	-	-
14.3 Transport hazard class(es)	-	-
14.4 Packing group	-	-
14.5 Environmental hazards - MP	No -	No -
Other informations	LQ: - TUNNEL: -	LQ: - TUNNEL: -

14.6 Special precautions for user:

-

14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code:

-

SECTION 15. REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture:

Sources:

Pressure Equipment (Amendment) Regulations 2011. Chemicals (Hazard Information and Packaging for Supply) Regulations 2009. Control of Substances Hazardous to Health Regulations 2002 (as amended). Merchant Shipping (Dangerous Goods and Marine Pollutants) Regulations 1997. Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended). Personal Protective Equipment Regulations 2002. Personal Protective Equipment at Work Regulations 1992. Hazardous Waste (England and Wales) Regulations 2005(as amended). EC regulation 1907/2006 (REACH) Directive 2000/532/EC. Seveso directive: 96/82/EC. EU 830/2015. CLP 1272/2008.

Additional information:

-

15.2 Chemical safety assessment:

Chemical safety assessments have not been performed for this product.



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SECTION 16. OTHER INFORMATION

Full text of H-phrases as mentioned in section 3:

H302 Harmful if swallowed. H315 Causes skin irritation. H317 May cause an allergic skin reaction. H318 Causes serious eye damage. H319 Causes serious eye irritation. H335 May cause respiratory irritation. H341 Suspected of causing genetic defects. H351 Suspected of causing cancer. H400 Very toxic to aquatic life.

Additional information:

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product.

Validated by: SRS



EXHIBIT I CERTIFICATE OF INSURANCE EXAMPLE

CCINC Edition – 10/26/2023

Requirements for Certificate of Insurance

- Commercial General Liability coverage, on an occurrence form, automobile liability, and employer's liability with the following minimum limits.
 - a. \$1,000,000.00 Per Occurrence
 - b. \$2,000,000.00 Annual Aggregate
 - c. \$1,000,000.00 Products/Completed Operations
 - d. \$2,000,000.00 Products/Completed Operations Aggregate
 - e. \$1,000,000.00 Automobile Liability with Symbols 1, 8, & 9
 - f. \$1,000,000.00 Employers Liability any one disease/any one occurrence
- **Description of Operations/Location/Vehicle, etc.**
 - a. (Name and address of Project Location)
 - b. (Named as additionally insured) Clark Construction Inc., its Officers, Directors, Agents, and employees.
 - c. (Named as additionally insured) Owner/Developer of project, its Officers, Directors, Agents, and employees.
 - d. (Named as additionally insured) Architect of project, its Officers, Directors, Agents, and employees.
 - e. (Required Verbiage) The above listed are included as additionally insured as respects General Liability, Automotive Liability and Umbrella Liability on a Primary and Non-contributory basis with a waiver of subrogation to the extent provided in this document.
 - f. (Required Verbiage) Products/Completed Operations for minimum of 10 years
- **Certificate Holder**
 - Clark Construction Inc.
 - 901 Hildebrand Lane NE
 - Bainbridge Island, WA 98110



EXHIBIT I CERTIFICATE OF INSURANCE EXAMPLE

CCINC Edition – 10/26/2023

Client#:

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MMDDYYYY)
X/XX/20XX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER XX	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED SubContractors Name XX	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATED	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS
X	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Dedl XX GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			XX	XX	XX	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			XX	XX	XX	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
X	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			XX	XX	XX	EACH OCCURRENCE Job Specific AGGREGATE Job Specific \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	XX	XX	XX	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
X	Install Floater Pollution Professional			XX XX XX	XX XX XX	XX XX XX	If required If required If required

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- (Name and Address of Project Location)
- (Named as additionally insured) Clark Construction Inc., its Officers, Directors, Agents, and employees.
- (Named as additionally insured) Owner/Developer of project, its Officers, Directors, Agents, and employees.
- (Named as additionally insured) Architect of project, its Officers, Directors, Agents, and employees.
- (Required Verbiage) The above listed are included as additionally insured as respects General Liability, Automotive Liability and Umbrella Liability on a Primary and Non-contributory basis with a waiver of subrogation to the extent provided in this document.
- (Required Verbiage) Products/Completed Operations for minimum of 10 years.

CERTIFICATE HOLDER Clark Construction Inc. 901 Hildebrand Lane #200 & 201 Bainbridge Island, WA 98110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Clark Construction Inc (“CCI”) accepts its responsibility to insure the health and safety of all personnel at the jobsite. As such, CCI must maintain control of the site at all times. Owner understands and agrees to adhere to the CCI safety policy and to do everything possible, within owner’s control, to ensure the safety and adherence to the policy by owner and owner’s agents. Whether CCI’s liability insurance is being used or an Owner controlled policy is utilized all details of the safety policy apply.

Policy:

- Notification and coordination of site visits.
- Personal protective equipment (“PPE”) requirements
- Sign-in / Sign-out policy
- Incident response

Notification:

Owner and its agents agree to notify the site supervisor prior to any site visit at least 48 hours in advance of visit and must receive a written approval of entry and site safety plan for that specific visit from the site supervisor. If a site visit is necessary with less than 48 hours’ notice, Owner and his agents are still responsible for obtaining written permission to enter the site and a site safety plan from the site supervisor prior to entering the site.

If written permission is not in place at time of visit, Owner and Owner’s agents will be denied access. If Owner or his agents enter the site without written permission and plan for that specific visit, Owner shall be fully responsible for any claims and injuries that may happen at the site whether to Owner, Owner agents, or others who respond to Owner and Owners agents visit.

If site supervisor determines that the Owner or Owner’s agents must be accompanied by CCI and personnel, Owner and its agents must adhere to this determination and all costs of this supervision and site visit shall be handled in accordance with Section 7 changes.

This notification policy is in effect, whether during work hours or not, for the entire duration of project until substantial completion.

Personal Protective Equipment Requirements:

Owner and its agents agree to follow CCI safety protocol and to wear proper personal protective equipment (“PPE”) at all times while at site; including, but not limited to the following:

- Hard hat
- Safety glasses
- High visibility vest
- Closed toe shoes
- Pants and shirts with sleeves
- Hearing protection

If any of these items are not necessary or desired, the safety plan for the specific visit must define what PPE is, or is not required, and applies only to that one visit.

Sign-In / Sign-out:

- Owner and Owner’s agents must first sign in at the jobsite office, or entrance to office is present. When leaving the site, Owner and its agents must sign out, and notify, in writing (text or email are acceptable) that they are leaving the site.

Incident response:

In the event of an incident or near miss during a site visit by Owner or Owner’s agents, visitors must adhere to CCI safety response requirements as follows:

- If this is a major incident (defined as a necessary 911 call) Call 911 immediately.
- Call CCI emergency line 206-385-9876
- Call the site supervisor
- All calls will be secondary to the security and health of the individuals involved.
- Owner and its agents understand that intoxicated individuals are not permitted at any time on the site. Even if a site visit is approved, any intoxication that results in an incident or near miss shall be deemed the complete and sole liability of the Owner. All future access for such intoxicated individuals shall be denied with no possibility of future access throughout the entire duration of the project. Intoxication may be caused by alcohol or controlled substances.
- If Contractor or Contractor’s agents suspect intoxication of any kind of Owner or Owner agents, they will be directed to leave immediately, whether site access was pre-approved or not. If the Owner or its agents refuse to leave, Contractor or Contractor’s agents shall be required to call law enforcement immediately to assist in this enforcement.
- If an incident or near miss occurs, Owner and Owner’s agent agree to allow drug and alcohol testing by a medical professional. Any refusal will result in automatic and permanent denial of access to the site and liability and responsibility of the incident shall be by Owner.
- If a minor incident or near miss occurs, Owner shall notify site supervisor immediately, who shall follow up with Owner and an incident report. Owner agrees to assist as necessary, with completing this report.

I, the undersigned, acknowledge that we have read, understand, and received a copy of the foregoing Safety Addendum. Owner agrees to defend, indemnify and hold harmless CCI, its managers, member, employees and agents against any claims, demands, liability and losses arising from the breach of the foregoing Safety Addendum or to the extent of Owner’s negligence.

Date: _____

Owner: _____

Exhibit S-Safety Card (English)

ZERO INCIDENT / ZERO INJURY IS OUR GOAL!

CLARK CONSTRUCTION JOBSITE SAFETY ORIENTATION

PPE REQUIREMENTS	<ul style="list-style-type: none"> • Eye Protection / Safety Glasses – mandatory at all times • Hardhats required (*When overhead hazards are present & outside) • Hearing Protection • Proper Boots / Sturdy Footwear • Sleeved Shirts required • High Visibility Attire required • Any other trade specific PPE
FALL PROTECTION	<p>4 foot rule – Over 4 feet must be tied off / protected by a Personal Fall arrest system, guardrail system or equivalent *(10 feet or higher when working on scaffolding)</p> <p>ZERO TOLERANCE</p>
WEEKLY SAFETY MEETINGS	<p>Weekly safety meetings require your attendance. The date and time are posted on your jobsite. A member from your team must be present to translate if needed.</p>
TOOLS & EQUIPMENT	<p>All power tools must have functioning guards and eye protection. Cords must be in good shape – free of frays or cuts.</p>
HOUSEKEEPING	<p>You are required to keep your work area clean and free of hazards DAILY. Remove all waste materials in a timely manner.</p>
INCIDENT REPORTING	<p>All incidents or near misses must be reported to the Supervisor immediately. Call 911 immediately if more than first aid is needed.</p>
LADDER SAFETY	<ul style="list-style-type: none"> • Ladders must be in good working condition / without structural defects • Know your ladder's load limit – and never exceed it • Ladders must be used only on stable, non-slip and level surfaces unless secured and provided with slip-resistant feet to prevent accidental displacement • Ladders should never be moved or extended while occupied
ELECTRICAL SAFETY / POWER CORDS	<ul style="list-style-type: none"> • Use a GFCI on all extension cords • Plugs missing ground pins must be taken out of service immediately • No more than two extension cords may be plugged into each other • Do not use damaged cords or plugs! Also, do not use electrical or duct tape to patch a damaged extension cord or plug • Inspect all cords before use – and take all defective or damaged cords out of service
SUBSTANCE ABUSE / TOBACCO	<p>No Tobacco, Marijuana or Alcohol is allowed on the job site</p>
FIRE PREVENTION	<ul style="list-style-type: none"> • Fire extinguishers are in the job trailer and throughout the site • Call 911
HORSE PLAY / VIOLENCE	<p>Horseplay or violence will not be tolerated. You will be asked to leave the job site permanently if you engage in these behaviors.</p>

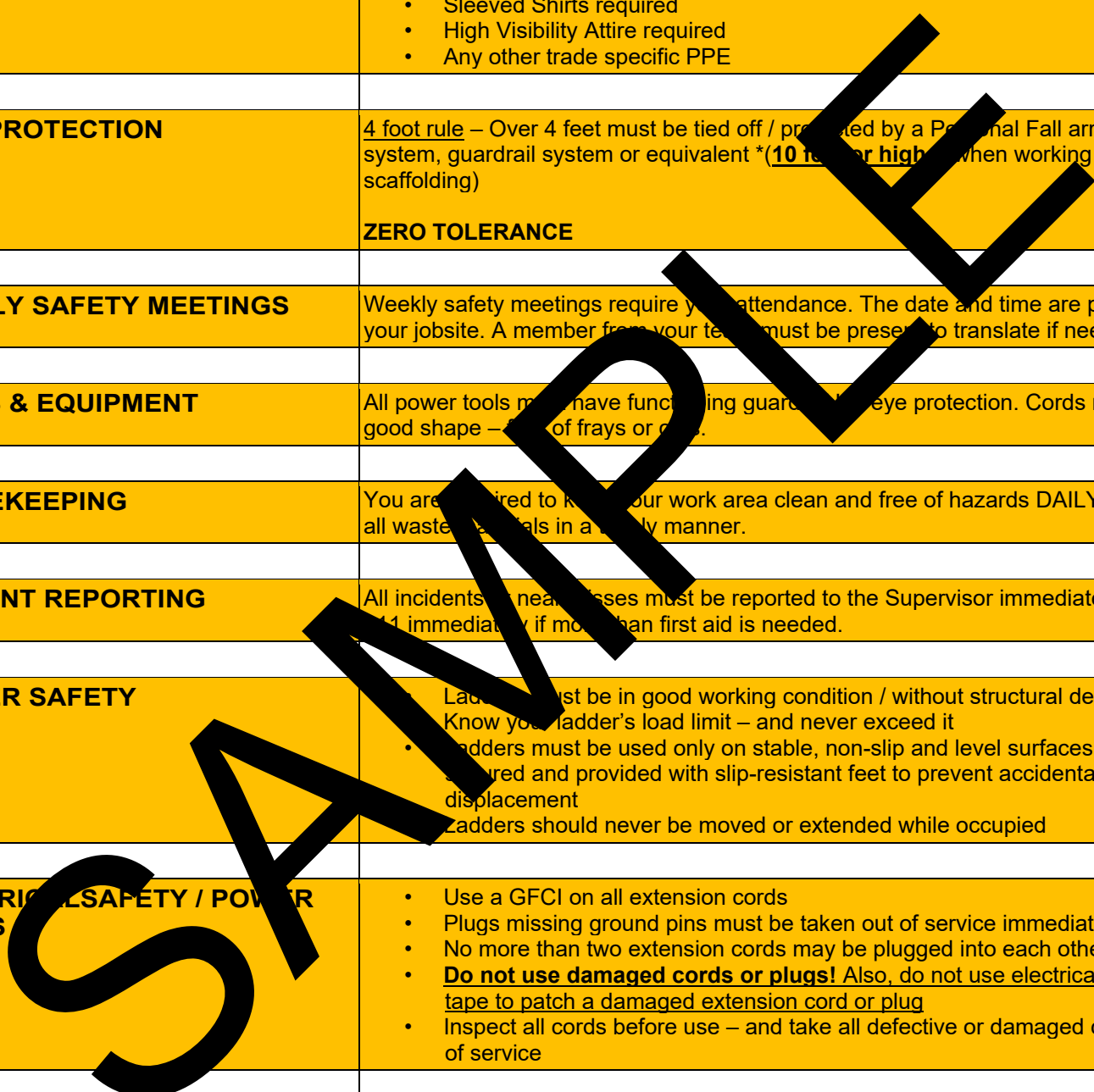


Exhibit S-Safety Card (Spanish)

CERO INCIDENTE/ CERO LESIONES- ¡ ES NUESTRO OBJETIVO!

GUÍA DE SEGURIDAD PROYECTOS DE “ CLARK CONSTRUCTION ”

<p>REQUERIMIENTOS DE PROTECCIÓN PERSONAL</p>	<ul style="list-style-type: none"> • Protección para ojos/lentes de seguridad – obligatorios • Cascos requeridos (*Cuando están presentes los peligrosos suspendidos y mientras trabaje afuera) • Protección auditiva • Botas apropiadas/calzado robusto • Camisa de manga requerida • Se requiere vestimenta de alta visibilidad • Cualquier otro PPE específico del comercio
<p>PROTECCIÓN CONTRA CAÍDAS</p>	<p>Regla de 4 pies – Más de 4 pies debe estar atado y protegido por un sistema personal de detención de caídas, sistema de barandales o equivalente (10 pies o más cuando se trabaja en andamios) TOLERANCIA CERO</p>
<p>REUNIONES SE MINALES DE SEGURIDAD</p>	<p>Reuniones semanales de seguridad requieren su asistencia. Fecha y hora se publicarán en su lugar de trabajo. Un miembro de su equipo debe estar presente para traducir de ser necesario.</p>
<p>HERRAMIENTAS Y EQUIPOS</p>	<p>Todas las herramientas y equipos deben ser profesionales funcionales. Use protección ocular. Los cordones deben estar en buena condición – sin deshilar ni cortes.</p>
<p>LIMPIEZA</p>	<p>Es requerido mantener el área de trabajo limpia y libre de peligros diariamente. Retire los materiales de desecho prontamente.</p>
<p>INFORMES DE INCIDENTES</p>	<p>Todos los incidentes ó accidentes deben notificarse al supervisor inmediatamente. Llame al 911 inmediatamente si necesita más atención que primeros auxilios.</p>
<p>SEGURIDAD DE ESCALERAS</p>	<p>Escaleras deben estar en buen estado de funcionamiento/ sin defectos</p> <ul style="list-style-type: none"> • Escaleras de aluminio • Conozca el límite de carga de tu escalera y nunca lo exceda • Escaleras deben utilizarse únicamente en superficies estables, antideslizantes y niveladas, a menos que estén aseguradas y provistas de patas antideslizantes para evitar desplazamientos accidentales • Escaleras nunca deben ser movidas ó extendidas mientras en uso
<p>CABLES DE EXTENSION, ENCHUFES Y LA SEGURIDAD ELÉCTRICA</p>	<ul style="list-style-type: none"> • Utilizar un GFCI en todos los cables de extensión • Los tapones faltantes de los pines de tierra deben ser sacarse de servicio inmediatamente • No más de dos cables de extensión deben conectar entre sí • ¡No utilice cables o enchufes dañados! Además, no utilice cinta eléctrica o de conducto para parchar un cable de extensión dañado o enchufe • Inspeccione todos los cables antes de su uso – tome todos los cables defectuosos o dañados fuera de servicio
<p>ABUSO DE SUSTANCIAS / TABACO</p>	<p>El tabaco, la marihuana y el alcohol están prohibidos en el proyecto</p>
<p>PREVENCIÓN DE INCENDIOS</p>	<ul style="list-style-type: none"> • Extinguidores de incendios están en el remolque del proyecto por doquier • Llame al 911
<p>PELEAS / VIOLENCIA</p>	<p>Pelears ó violencia no serán tolerados. Se le pedirá que abandone el lugar de trabajo permanentemente si se involucra en estos comportamientos.</p>

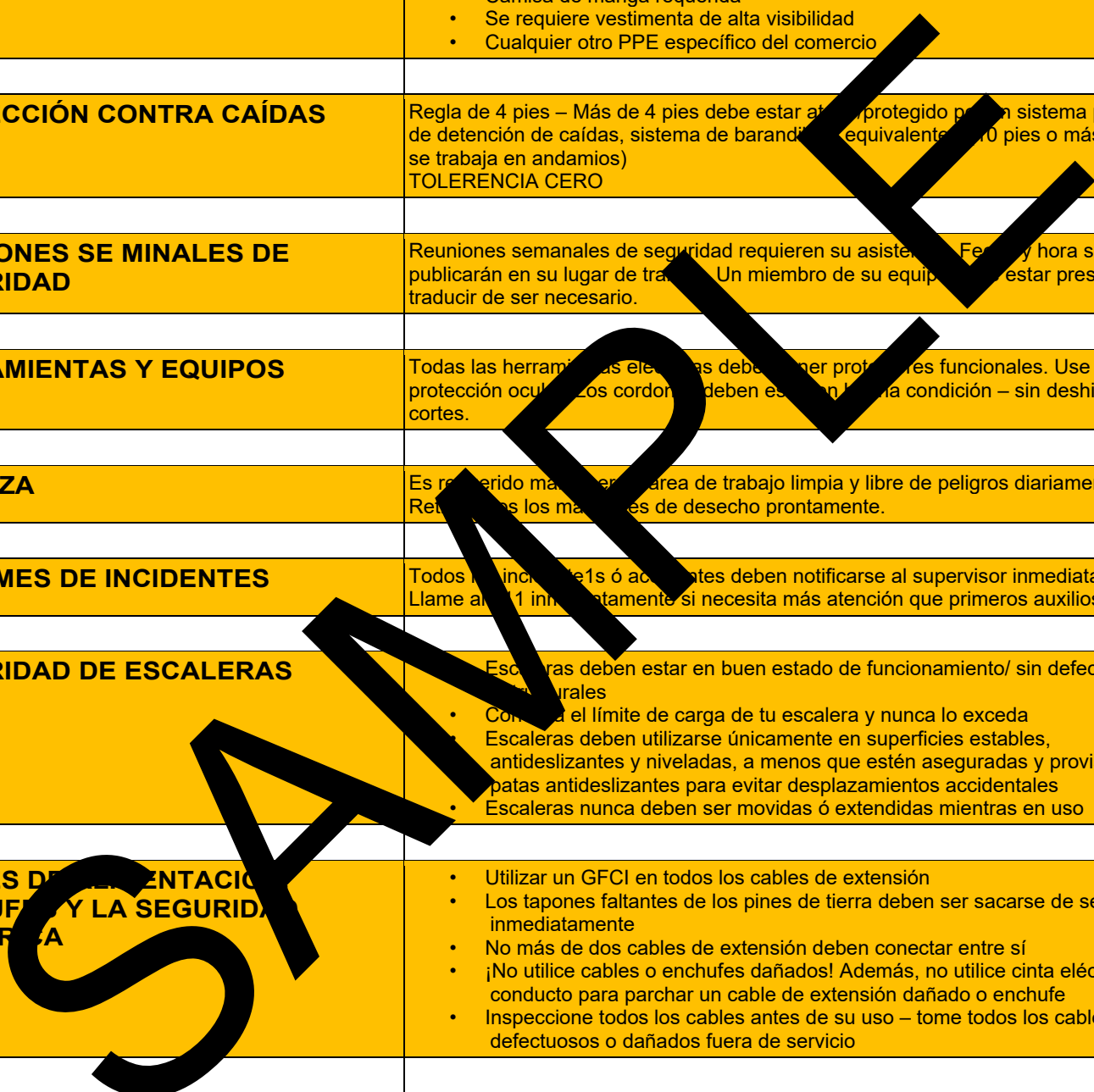




EXHIBIT S SAFETY

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Site Specific Safety Plan:

This Site-Specific Safety Plan (SSSP) is to be used in conjunction with the Clark Construction Company safety and health program & manual and all applicable WISHA / OSHA regulations. It is to be submitted to the Safety Administrator **prior to work beginning**. A copy of this SSSP is to be kept on site and updated as the project scope of work changes. The SSSP will be reviewed by the Clark Construction Safety Administrator during on-site inspections. All additional SSSP's from Subcontractors must also follow the same procedure as above (submitted to the Safety Administrator **before work begins** – and also filed/kept on the job site.)

(*NOTE TO SUBCONTRACTORS: If using this template, you must abide by the Clark Construction Company safety and health program & manual and all applicable WISHA / OSHA regulations – plus all Subcontractor & Trade Specific Environmental, Health and Safety Requirements. The template is not all inclusive and Subcontractors are expected to supplement as needed to address regulatory compliance and ensuring the health and safety of their employees who are working with Clark Construction. ***All Subcontractors and their Employees must follow the Site Specific Safety Plan (SSSP) and either watch the Clark Construction Subcontractor Safety Orientation or read the Clark "Zero Incident / Zero Injury" safety card prior to starting work on any Clark job site. Both require an acknowledgement signature of completion.***

Section 1.0 – Company Information and Key Contacts for Project

Company:			
Company Address:			
Project Name:			
Project Address:			
Site Specific Safety Plan (SSSP) approved by:			Approval Date:
Project Manager:			Procure Project Manager Phone #:
Project Lead / Site Supervisor:			Lead / Supervisor Cell Phone #:
On-Site Safety Officer:			On-Site Safety Officer Cell Phone #:



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Assistant Project Lead:	Assistant Project Lead Phone #:
Safety Administrator:	Safety Administrator Cell #:
Nearest Hospital to Job site:	Stretch & Flag Lead:
Utility Shut off locations on Site: (*stated, mapped & posted on site)	Building Evacuation Plan: (*stated, mapped & posted on site)
Incident Reporting* (See Clark Incident Reporting system procedure attached):	Incident Report Phone #: 216-502-3437

Section 2.0 – Work Location(s)

Project Building(s)/Room(s):	

Section 3.0 – Subcontractors Covered by this Site Specific Safety Plan

Subcontractor Name	Tasks/Role	Contact



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Section 4.0 – Qualified/Competent Persons (where applicable)

Some job tasks need involvement from specially Qualified and Designated personnel.

A WISHA-defined "Qualified Person" is "one who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his ability to solve or resolve problems relating to the subject matter of the work on the project."

A "Competent Person" is defined as "one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them". By way of training and/or experience, a Competent person is knowledgeable of applicable standards, can identify workplace hazards relating to the specific operation and has authority to correct them.

Some standards add more specific requirements which must be met by the Competent Person. This matrix names some of the job tasks that require a Competent Person, Qualified Person or a Registered Engineer. This list is not all inclusive and it is the responsibility of the Clark Project Leadership Team to identify, and staff the job appropriately.

SAMPLE



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Job Type	Qualification Type	N/A	Employee Name
Supervise Safety on the Job Site	Competent		
Supervise Demolition Activities	Competent		
First Aid/CPR Trained Personnel	Trained		
Fall Protection Supervision/Inspection of Fall Protection Equipment	Competent		
Fall Protection Plan Development/Anchors	Qualified		
Ladder Inspections	Qualified		
Supervise Scaffold Erection/Dismantlement	Qualified		
Scaffold Inspection	Qualified		
Supervise Trench/Excavation Activities	Competent		
Approval of Sloping and Benching Systems	Qualified		
Protective Systems for Excavations > 20 ft.	Registered Engineer		
Heavy Equipment Operation	Qualified		
Electrical Workers (working near/on energized)	Qualified		
Crane Safety	Competent		
Rigging Safety	Competent		
Powder Actuated Tool Use	Qualified/ Licensed		
Evaluate Potential Employee Exposure to Silica Implement required Exposure Control Plan	Trained		

* If more than two names need to be listed in a row then please attach exhibit

Section 5 - *PPE that will be used throughout the duration of the project

MANDATORY PPE FOR ALL CLARK JOBSITES:

Hard Hat	Safety Vest / High Vis clothing	Safety Glasses	Sturdy, above ankle Work Boots	Ear Plugs / Muffs	Gloves



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TYPE YES OR NO IN EACH BOX FOR APPLICABLE / NEEDED EQUIPMENT

Face Shield	Respirator (Type:)	Dust Mask	Nitrile Gloves	Other Trade Specific PPE:

*Additional required PPE should be identified in the control column of the task hazard analysis

Section 6.0 – Injury Reporting

All Employees and Subs will report all mishaps and near misses immediately to their Supervisor and the Clark Construction Project Lead, who shall then report to the Clark Safety Administrator. All cases that require more than First Aid, involve hospitalization, inpatient care of one or two people, high visibility mishap, or high visibility near miss must be reported within 1 hour. An initial report must be submitted to the Clark Construction Safety Administrator within 1 hour. A detailed follow up report including: a company incident report, investigation findings, initial corrective actions, proposed and or completed corrective actions and lessons learned must be sent to the Project Lead and the Clark Construction Safety Administrator within 24 hours.

Section 7.0 – Job Specific Hazard Analysis (How to complete the hazard analysis of the SSSP):

Step 1 – define the job (list scope)

Step 2 - List all basic job tasks in column 1, the hazards associated with them, and the required controls. They should be listed in column 1. Each task performed should have the hazards identified and the controls that will be implemented to control potential injuries and/or exposures. There are some examples of potential tasks that may be associated with your work at JPL below. Use them if they apply for columns #2, # 3 in the form, above; **but do not use the example information provided below and modify before submitting.** Additional and additional controls within the basic tasks listed below may need to be added, depending upon your specific situation, your company policies and your safety representative's analysis. Be sure to list the hazard rather than the injuries, accidents or other results of a hazard. For example:

Hazard: A potential danger. Poor housekeeping, objects on the floor.

Accident: An unintended event that may result in injury, loss, or damage. Tripping on the objects is an accident.



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Injury: Result of an accident, such as a sprained ankle suffered from tripping on the objects left in the work area and falling.

***Please complete the preferred format for this section of the SSSP (Job Hazard Analysis) below. Please make certain that you have detailed each operation within the plan and include the applicable safety PPE and equipment needed and planned for each operation.*

JOB HAZARD ANALYSIS (JHA FORM)

Date:
Company Name:
Project Name & Address:
Onsite Supervisor / Competent Person:
Emergency Contact:
Emergency Contact Number:
Description of work to be performed on site:
List PPE that employees are required to wear in your trade:

NOTE: Clark Construction requires that Hardhats, Safety Glasses (at all times) and Hearing protection are to be worn on all Clark jobsites.

SAMPLE



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JOB HAZARD ANALYSIS (cont.)

Task to be performed / Sequence of job steps:	Potential Hazard(s) / Accidents:	Recommended Preventative Action(s):

SAMPLE

NOTE: Is there exposure to a fall hazard for your tasks of 10 feet or greater? Type _____ or _____ here

If the answer is YES, a separate Specific Fall Protection Plan (SSFP) MUST be submitted along with this plan to the Project Superintendent before work can begin.

***PLEASE NOTE: Please add any additional trade - specific information outside of the above SSSP if needed. If you need aid with this form, speak to your company lead or contact the OSHA helpline at: 1-800-321-6742.**

SIGNATURE

I, _____ (Competent person) with _____ (Company name) will discuss with _____ of our company's workers at this site the potential hazards and preventative actions related to their tasks set forth by this safety plan before our work begins on this site.

Date: _____



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Hot Work Permit Request

Before beginning hot work, ask yourself, "Can this job be avoided? Is there a safer way?"

****Hot work permits are required for any operation involving open flame, sparks or any heat-producing process. This includes - but is not limited to - brazing, cutting, drilling, welding, grinding, soldering and torch work.**

The person performing the hot work must fill out this form in _____ and submit it to the Safety Administrator for approval prior to beginning the project.

General Information:

Company: _____

Responsible Person: _____ Phone Number: _____

Date of work to be performed: _____ Start Time (AM/PM): _____

Building: _____

Room number/Area/Equipment: _____

Type of work to be performed: _____

Welding	Grinding	Soldering	Drilling
Pipe Thawing	Torch applied roofing	Electric Tools	Other heat-producing process

Planned Safety Precautions:

- Perform fire watch (Designees): _____
- Remove flammable and combustible materials within 35 ft. of work zone.
- Guard flammable and combustible materials that cannot be removed.
- Maintain appropriate and adequate fire extinguishers.
- Sweep floors within 35-ft radius of work zone.
- Protect floors within 35-ft radius of work zone by wetting, covering with damp sand or by using fire-resistant shields.
- Protect or shut down ducts and conveyors.
- Protect walls, partitions, ceilings and roofs with fire-resistant shields or guards.

SAMPLE