

VETERAN'S CONSTRUCTION ALLIANCE LLC HAZARDOUS MATERIALS TERMS AND CONDITIONS

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1. DEFINITIONS.

- 1.1 The Definitions "VCA" or "Contractor" means Veteran's Construction Alliance LLC.
- 1.2 "Agreement" means the Subcontract Master Agreement, all exhibits thereto, and any DOAs issued pursuant thereto.
- 1.3 "Delivery Order Authorization" or "DOA" means the written document agreed to by Contractor and Subcontractor which identifies and defines the specific work or services to be provided by Subcontractor, the price for same, and other terms and conditions applicable to same.
- 1.4 "Subcontractor" means the entity identified in the Subcontract Master Agreement to provide work or services, including all of Subcontractor's successors or assigns.
- 1.5 "Owner" means the party with whom Contractor has a contract.
- 1.6 "Contract Documents" means the documents enumerated in the Contract between the Owner and Contractor and consist of the Contract between Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract, and Modifications or Change Orders issued after execution of the Contract.
- 1.7 "Work" means the construction and services required by a DOA and described in the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by Subcontractor or its subcontractors or suppliers to fulfill the Subcontractor's obligations. The Work may constitute the whole or a part of the Project.
- 1.8 "Project" means the total construction of which the Work performed under the DOA as described in the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.
- 1.9 "Parties" means Contractor and Subcontractor.
- 1.10 "Standard Terms and Conditions" or "Subcontract Master Agreement" means the Standard Terms and Conditions signed by Subcontractor.
- 1.11 "Project Terms and Conditions" or "Project Master Agreement" means the Terms and Conditions signed by Subcontractor and referenced in the DOA entered between Subcontractor and Contractor.
- 1.12 "Hazardous Materials Terms and Conditions" means these Terms and Conditions signed by Subcontractor and referenced in the DOA entered between Subcontractor and Contractor.

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2. SUBCONTRACTOR'S BONDS.

2.1 Payment and Performance Bonds.

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

2.2 Sub-subcontractors.

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

3. WORKING CONDITIONS.

3.1 Submittals.

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

3.2 Daily Report.

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

3.3 Work Hours.

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

3.4 Subcontractor Supervision.

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

3.5 Non-continuous Work.

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

3.6 Temporary Facilities.

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

- a. All temporary buildings, including change rooms.
- b. First aid facilities.
- c. Fuels and lubricants.
- d. Heating fuels.
- e. Transportation facilities on and off site.
- f. Communication facilities.

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- g. Compressed air and gases.
- h. Maintenance of Subcontractor's lay down, storage and work areas and roads within such areas
- l. Electric distribution wiring. Connections to, and disconnections from, the power source shall be by the Subcontractor.
- j. All cranes and other necessary equipment for lifting and moving equipment.
- k. All stress-relieving equipment and complete stress relieving operations.
- l. All small tools.
- m. All standard expendable or consumable construction items and supplies.
- n. Site clean-up and transportation to dumpsters will be by Subcontractors.
- o. Containers, ice, cups for drinking water.

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

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

4. FINANCIAL INFORMATION FROM SUBCONTRACTOR.

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

5. LICENSES, REGISTRATIONS AND REGULATIONS

5.1 Business Licenses and Registrations.

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

5.2 Personnel Licenses and Registrations.

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

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

5.3 Indemnification.

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

6. INSURANCE REQUIREMENTS

6.1 General Liability.

In addition to the insurance requirements specified in the *Standard Terms and Conditions* and the *Project Terms and Conditions*, the Subcontractor shall provide Asbestos Abatement Insurance, Lead Paint Liability Insurance, Lead Abatement Liability Insurance, Lead Abatement Contractors Insurance, and/or Pollution Insurance coverage up to \$2,000,000 per occurrence.

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

6.2 Insurance Policy

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

7. SIGNATURES

I _____, the _____ of
(Printed Name) (Title)

(Full Company Name) ("Subcontractor"),

hereby understands and agrees that the Subcontractor will be bound by and agrees to these *Hazardous Materials Terms and Conditions* for the Subcontract for Construction for all work undertaken under a *Delivery Order Authorization* between Contractor and Subcontractor. Subcontractor further agrees that these *Standard Terms and Conditions* shall be incorporated into each *Delivery Order Authorization* as if reprinted therein in their entirety.

(Signature)

(Date)

(Federal Tax Identification Number)

Attachments: <input type="checkbox"/> Audited Financial Statement Prepared by Third Party <input type="checkbox"/> Certified Insurance Policy <input type="checkbox"/> Business Licenses, Certifications and Registrations
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For Contractor Use Only	
<input type="checkbox"/> Audited Financial Statements Received	<input type="checkbox"/> Licenses and Certifications Received
<input type="checkbox"/> Insurance Policy Received	<input type="checkbox"/> Forwarded to Risk Management for Review
<input type="checkbox"/> Forms Accepted by: _____	