

# **Bid Documents Exhibit "A"**

## **General Generic Scope of Work**

(DC Construction Management LLC)

This General Scope of Work is made to the Subcontract Agreement between Developer/Contractor and Subcontractor. In the event any provisions of this Agreement are in conflict with the provisions of said Standard Subcontractor Agreement the provisions of this Addendum shall control and supersede the provisions of said Subcontract.

1. Prior to the commencement of Work by Subcontractor, Subcontractor shall furnish to Contractor a written "Certificate of Insurance" indicating affirmatively that Subcontractor has obtained and then currently maintains those items of insurance more particularly described on Attachment "H" and "H.1" hereto. Subcontractor shall maintain said insurance during the performance of Subcontractor's Work and through final unconditional payment of the Subcontract Sum. Subcontractor's insurance shall name as additional named insured the Contractor, Construction Management CO., and the Owner as per attachment "H.1".
2. Subcontractor shall be exclusively responsible for the safety, security, and condition of all of Subcontractor's materials and equipment and personal stored/working on the construction site, and no such stored or loose materials shall be deemed a part of the Project until after the same have been properly installed by the Subcontractor in the Project, accepted and paid for by the Contractor. Subcontractor shall exclusively bear the risk of loss of such stored materials prior to proper installation even if the stored material has been paid for by the contractor.
3. Further, Subcontractor shall be responsible for any damages done to material, equipment or property by its workforce, subcontractors, or vendors.
4. Unless otherwise authorized in writing in advance by the Contractor, Subcontractor states that the Work performed under this Agreement will be performed by the Subcontractor and his regularly employed employees. Second and third tiered personnel will be identified as such and listed accordingly.
5. Not later than the time of delivery of materials to the job site, Subcontractor shall provide the Contractor, at the Contractor's site office, all "materials safety data sheets" pertaining to materials being brought onto the site by Subcontractor. Subcontractor further acknowledges receipt of the written safety and hazardous communication program of Equal Development LLC., as required by OSHA pursuant to Title 29 CFR, Subpart D-Part 1926.59. Subcontractor further agrees that it shall comply with all local, county, state and federal laws, ordinances and regulations in connection with the Subcontractor's Work including, but -not limited to OSHA Standards, Rules and Regulations.
6. During the term of this Agreement, Subcontractor shall pay particular attention to the daily clean up and removal of all trash and rubbish generated on the job site by the Subcontractor or its vendors. Subcontractor shall be responsible for the removal of all rubbish and trash it has generated, from its work area on a daily basis and place all such rubbish and trash in waste containers located throughout the Project. In the event Subcontractor fails to perform this daily cleaning and trash removal agreement, Contractor may assess a portion of the cost of daily clean up of the job site including, but not limited to, the cost of the maintenance of said trash and rubbish receptacles against the Subcontractor in the form of a negative change order after fair and prior notice has been given.
7. Upon the completion of Subcontractor's Work, and when practical, Subcontractor shall furnish Owner with a warranty acceptable in all respects to the Owner to repair and/or -replace at Subcontractor's sole expense all defects in materials and labor in the Subcontractor's Work appearing or occurring within one (1) year after the issuance of the certificate of occupancy of the premises upon which Subcontractor's Work is performed. Additionally, in the event the manufacturer of any material supplied by the Subcontractor to the Project exceeds the term of the Subcontractor's letter of credit or warranty, Subcontractor shall further assign and

deliver to the Owner said manufacturer's warranty. Performance of warranty repair work and replacement of materials for defects occurring within the warranty period shall be the Subcontractor's sole and exclusive responsibility at Subcontractor's sole and exclusive expense.

8. Those documents more particularly referred to an Article "1.21" have been delivered to Subcontractor, and Subcontractor acknowledges receipt of all items and documents listed on said Article "1.21."
9. Any Work that is in addition to the work required by this Subcontract shall be construed as extra work ("**Extra Work**"). Extra Work will be subject to prior written approval by the Construction manager and Owner and Contractor and shall be granted or denied prior to the execution of any such Extra Work. Approved Extra Work shall be subject to the execution of a change order signed by an authorized representative of the Subcontractor and the Owner or Contractor which shall be executed prior to the furnishing of such materials or performance of such labor or both. Any Extra Work not so authorized in advance shall be performed or furnished at the sole expense of the Subcontractor, and neither the Contractor nor the Owner shall be liable or responsible to the Subcontractor for the payment of any such Extra Work. Extra work must be approved before it is done.
10. All materials supplied or used by the Subcontractor in the performance of its Work shall be as specified and approved by the Architect. Subcontractor shall submit all such materials to the Architect for approval prior to the installation thereof on the premises unless otherwise agreed or waived by the Architect in writing. All work and materials will be per the plans and specifications provided unless authorized in writing prior to starting the work.
11. The schedule of completion of Work per building or per apartment, as the case may be, is agreed to on a building per building basis while working in inclement weather conditions
12. NA
13. Separation of the master specifications into sections is for convenience only and not intended to establish limits of work to subcontractor. All specifications apply to all trades and vendors.
14. This is a turnkey contract agreement, including all items shown on plans or not. You are contracted to provide complete construction, including code requirements, and workmanship of equal or better finishes based on local standards and to the intent of the contract documents. It is common and known that items of importance are sometimes overlooked in drawings and in specifications. If missing items would normally be included in a particular scope of work, or required for the completion of a particular trades work, then it is included in this contract and not an opportunity for change order.
15. Subcontractor agrees to perform all work in a good and workmanlike manner and in accordance with the highest standards of the industry by Mechanics skilled in their trades, and as a minimum, the work shall be in accordance with all local, state, municipal, and national codes, laws, ordinance and regulations, whichever governs, whether or not so indicated in the plans and specifications. It is the intent that the work be completed in all respects for the use intended as a part of this general scope.
16. Subcontractor agrees to furnish all labor, supervision, fasteners, tools, taxes, equipment, fuel fees, licenses, insurance and all other costs as required to perform all work covered in the construction scope of the applicable division that this subcontractor represents itself as having expert knowledge in and regular engagement with.
17. Subcontractor shall call and cause all required inspections for his own work and convey all inspection results to the onsite superintendent. If unsatisfactory results are discovered, this subcontractor will immediately suspend its construction activities until such work is corrected and inspections are passed.
18. Upon reward of this contract, subcontractor shall prepare and formalize any and all necessary basic diagram or layouts as may be required by the architect, engineer, city/state, county or other governing agencies if value

engineering or alterations to the plans and specifications is involved, and present this for approval prior to the execution of the contract.

19. Subcontractor shall commence the work to be performed per the contract documents in accordance to the terms of this agreement commencing on the date specified and provided by Construction Consultant and/ Equal Development LLC., and shall complete all work by the finish date specified on the Construction Schedule or as adjusted from time to time by the onsite CM.
20. Under no circumstances will there be additional money granted for extra work without previous written authorization and executed change order from Equal Development LLC.
21. Subcontractor shall be completely responsible and provide equipment for receiving, unloading, taking inventory, storing, protecting and signing for all materials installed under this agreement.
22. This subcontractor will verify all detail and dimensions for fit of work in all regards.
23. Subcontractor acknowledges that he will provide the necessary manpower, required to maintain the project schedule in all phases of his work to include any required overtime.
24. Subcontractor will pay special attention and observe, cleaning in the contract. The work area is to be cleaned up daily. The subcontractor will remove all rubbish from his work area to the large waste containers located throughout the project on a daily basis. The general contractor has furnished portable and permanent receptacles for this purpose. If subcontractor does not perform cleaning as agreed he will be subject to contribution to the cost of cleanup administered by the Contractor
25. Hard Hats are a requirement of this subcontract.
26. Provide Material Safety Data Sheets (MSDS) for all materials being provided or utilized under this subcontract agreement. And it's written IOSHA policy and written Hazardous Materials Policy before work commences
27. Subcontractor will keep onsite material stockpiles and building workspace stockpiles to a minimum, organized and out of the way so as not to impede any other trades, and as directed by the Construction Consultant.
28. Subcontractor is responsible for loss, theft and damage of all materials installed or otherwise until such material has been installed, approved and paid for by Contractor.
29. Contractor reserves the right, to supplement work after proper notification of non-performance has been given
30. Subcontractor will furnish the contractor with The names of the subcontractors it introduces to the project.
31. Subcontractor will disclose the amounts of money owed to each sub subcontractor and submit proper lien waivers.