

IN THE CIRCUIT COURT OF
THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NUMBER: 17-026997 CA
SECTION 44 CBL

ADF INTERNATIONAL, INC.,
a foreign corporation,

Plaintiff,

vs.

SUFFOLK CONSTRUCTION COMPANY,
INC., a foreign corporation, FEDERAL
INSURANCE COMPANY, a foreign
corporation, FIDELITY AND DEPOSIT
COMPANY OF MARYLAND, a foreign
corporation, LIBERTY MUTUAL
INSURANCE COMPANY, a foreign
corporation, ZURICH AMERICAN
INSURANCE COMPANY, a foreign
corporation, SKIDMORE, OWINGS,
MERRILL FLORIDA LLC, a foreign limited
liability company, ALL ABOARD FLORIDA
– OPERATIONS, LLC, a foreign limited
liability company and DTS 2MC OFFICE,
LLC, a foreign limited liability company,

Defendants.

**DEFENDANTS SUFFOLK CONSTRUCTION COMPANY INC., FEDERAL
INSURANCE COMPANY, FIDELITY AND DEPOSIT COMPANY OF MARYLAND,
LIBERTY MUTUAL INSURANCE COMPANY AND ZURICH AMERICAN INSURANCE
COMPANY'S ANSWER AND AFFIRMATIVE DEFENSES TO ADF INTERNATIONAL,
INC.'S AMENDED COMPLAINT**
and
**SUFFOLK CONSTRUCTION COMPANY INC.'S COUNTERCLAIM AGAINST
ADF INTERNATIONAL, INC.**

Defendants, SUFFOLK CONSTRUCTION COMPANY, INC. ("Suffolk"), FEDERAL
INSURANCE COMPANY, FIDELITY AND DEPOSIT COMPANY OF MARYLAND,
LIBERTY MUTUAL INSURANCE COMPANY, and ZURICH AMERICAN INSURANCE

COMPANY, (collectively "Sureties") answer Plaintiff ADF INTERNATIONAL, INC.'s ("ADF") *Amended Complaint to Include More Definite Statement* (hereafter "Amended Complaint") as follows:

Parties, Jurisdiction and Venue

1. SUFFOLK and SURETIES admit the allegation contained in paragraph 1 of the Amended Complaint as it relates to jurisdictional purposes only and expressly deny that ADF is entitled to any damages including but not limited to attorney's fees.

2. In answering paragraph 2 of the Amended Complaint, SUFFOLK and SURETIES do not have in their possession information sufficient to either admit or deny the allegations therein and as a result said allegations are hereinafter denied as without knowledge.

3. SUFFOLK and SURETIES admit that SUFFOLK is duly licensed to conduct business in the State of Florida. The remainder of the allegations contained in paragraph 3 of the Amended Complaint are denied and strict proof demanded thereof.

4. SUFFOLK and SURETIES admit that FEDERAL INSURANCE COMPANY is duly authorized to conduct business in the State of Florida.

5. SUFFOLK and SURETIES admit that FIDELITY AND DEPOSIT COMPANY OF MARYLAND is duly authorized to conduct business in the State of Florida.

6. SUFFOLK and SURETIES admit that LIBERTY MUTUAL INSURANCE COMPANY is duly authorized to conduct business in the State of Florida.

7. SUFFOLK and SURETIES admit that ZURICH AMERICAN INSURANCE COMPANY is duly authorized to conduct business in the State of Florida.

8. In answering paragraph 8 of the Amended Complaint, SUFFOLK and SURETIES do not have in their possession information sufficient to either admit or deny

the allegations therein and as a result said allegations are hereinafter denied as without knowledge.

9. In answering paragraph 9 of the Amended Complaint, SUFFOLK and SURETIES admit that venue is proper in Miami-Dade County, Florida. The remainder of the allegations contained in paragraph 9 of the Amended Complaint are denied and strict proof demanded thereof.

10. The allegations contained in paragraph 10 of the Amended Complaint are denied and strict proof demanded thereof. SUFFOLK and SURETIES deny any liability to ADF for its attorney's fees.

11. The allegations contained in paragraph 11 of the Amended Complaint are denied and strict proof demanded thereof.

Miami Terminal

12. In answering paragraph 12 of the Amended Complaint, SUFFOLK and SURETIES do not have in their possession information sufficient to either admit or deny the allegations therein and as a result said allegations are hereinafter denied as without knowledge.

13. SUFFOLK and SURETIES admit that SUFFOLK and ALL ABOARD FLORIDA – OPERATIONS, LLC (“AAF”) entered that certain *Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price*.

14. In answering paragraph 14 of the Amended Complaint, SUFFOLK and SURETIES do not have in their possession information sufficient to either admit or deny the allegations therein and as a result said allegations are hereinafter denied as without knowledge.

15. Paragraph 15 mischaracterizes the bond. The bond is a *Labor and Material Payment Bond*. SUFFOLK and SURETIES admit that Exhibit 1 is a copy of the bond for the Terminal Project and speaks for itself.

16. SUFFOLK and SURETIES admit that SUFFOLK and ADF entered that certain *Subcontract Agreement Between Suffolk Construction Company Inc. and ADF International Inc. for the Project Known as All Aboard Florida – Miami Terminal Job #214162*. SUFFOLK and SURETIES admit that Exhibit 2 is a copy of the subcontract, except for the plans, specifications, addendum, change orders, etc., which are part of the subcontract but which are not attached to the Amended Complaint or included in Exhibit 2 to the Amended Complaint. SUFFOLK and SURETIES further state that the subcontract speaks for itself.

17. The allegations contained in paragraph 17 of the Amended Complaint are denied and strict proof demanded thereof.

18. The allegations contained in paragraph 18 of the Amended Complaint are denied and strict proof demanded thereof.

OB1

19. In answering paragraph 19 of the Amended Complaint, SUFFOLK and SURETIES do not have in their possession information sufficient to either admit or deny the allegations therein and as a result said allegations are hereinafter denied as without knowledge.

20. SUFFOLK and SURETIES admit that SUFFOLK as a licensed general contractor in the State of Florida constructed the OB1 Project pursuant to a Construction Contract with DTS 2MC Office, LLC in accordance with the plans and specifications and

the Contract Documents, which plans, specifications, and Contract Documents all speak for themselves. The balance of the allegations are hereby denied as without knowledge.

21. In answering paragraph 21 of the Amended Complaint, SUFFOLK and SURETIES do not have in their possession information sufficient to either admit or deny the allegations therein and as a result said allegations are hereinafter denied as without knowledge.

22. Paragraph 22 mischaracterizes the bond. The bond is a *Labor and Material Payment Bond*. SUFFOLK and SURETIES admit that Exhibit 3 is a copy of the bond for the OB1 Project and speaks for itself.

23. SUFFOLK and SURETIES admit that SUFFOLK and ADF entered that certain *Subcontract Agreement Between Suffolk Construction Company Inc. and ADF International Inc. for the Project Known as 2 Miami Central Job #216102*. SUFFOLK and SURETIES admit that Exhibit 4 is a copy of the subcontract, except for the plans, specifications, addendum, change orders, etc., which are part of the subcontract but which are not attached to the Amended Complaint or included in Exhibit 4 to the Amended Complaint. SUFFOLK and SURETIES further state that the subcontract speaks for itself.

24. The allegations contained in paragraph 24 of the Amended Complaint are denied and strict proof demanded thereof.

25. The allegations contained in paragraph 25 of the Amended Complaint are denied and strict proof demanded thereof.

Allegations Common to Both the Terminal Project and OB1 Project

26. The allegations contained in paragraph 26 of the Amended Complaint are denied and strict proof demanded thereof.

27. The allegations contained in paragraph 27 of the Amended Complaint are denied and strict proof demanded thereof.

28. The allegations contained in paragraph 28 of the Amended Complaint are denied and strict proof demanded thereof.

29. The allegations contained in paragraph 29 of the Amended Complaint are denied and strict proof demanded thereof.

30. The allegations contained in paragraph 30 of the Amended Complaint are denied and strict proof demanded thereof.

31. The allegations contained in paragraph 31 of the Amended Complaint are denied and strict proof demanded thereof.

32. The allegations contained in paragraph 32 of the Amended Complaint are denied and strict proof demanded thereof.

33. The allegations contained in paragraph 33 of the Amended Complaint are denied and strict proof demanded thereof.

34. The allegations contained in paragraph 34 of the Amended Complaint are denied and strict proof demanded thereof.

35. The allegations contained in paragraph 35 of the Amended Complaint are denied and strict proof demanded thereof.

36. The allegations contained in paragraph 36 of the Amended Complaint are denied and strict proof demanded thereof.

37. The allegations contained in paragraph 37 of the Amended Complaint are denied and strict proof demanded thereof.

38. The allegations contained in paragraph 38 of the Amended Complaint are denied and strict proof demanded thereof.

39. The allegations contained in paragraph 39 of the Amended Complaint are denied and strict proof demanded thereof.

40. The allegations contained in paragraph 40 of the Amended Complaint are denied and strict proof demanded thereof.

41. The allegations contained in paragraph 41 of the Amended Complaint are denied and strict proof demanded thereof.

42. The allegations contained in paragraph 42 of the Amended Complaint are denied and strict proof demanded thereof.

43. The allegations contained in paragraph 43 of the Amended Complaint are denied and strict proof demanded thereof.

COUNT I
BREACH OF CONTRACT
AGAINST SUFFOLK
(TERMINAL PROJECT)

SUFFOLK and SURETIES incorporate herein by reference as fully as if specifically set forth herein each and every defense set forth in paragraphs 1 through 43 above.

44. The allegations contained in paragraph 44 including all subparts of the Amended Complaint are denied and strict proof demanded thereof.

45. The allegations contained in paragraph 45 of the Amended Complaint are denied and strict proof demanded thereof.

46. The allegations contained in paragraph 46 of the Amended Complaint are denied and strict proof demanded thereof.

COUNT II
ACTION AGAINST SURETIES ON TERMINAL BOND
(TERMINAL PROJECT)

SUFFOLK and SURETIES incorporate herein by reference as fully as if specifically set forth herein each and every defense set forth in paragraphs 1 through 43 above.

47. The allegations contained in paragraph 47 of the Amended Complaint are denied and strict proof demanded thereof.

48. The allegations contained in paragraph 48 of the Amended Complaint are denied and strict proof demanded thereof.

49. The allegations contained in paragraph 49 of the Amended Complaint are denied and strict proof demanded thereof.

COUNT III
NEGLIGENCE
AGAINST SOM
(TERMINAL PROJECT)

SUFFOLK and SURETIES incorporate herein by reference as fully as if specifically set forth herein each and every defense set forth in paragraphs 1 through 43 above.

50-54. The allegations contained in Count III of the Amended Complaint do not pertain to SUFFOLK and SURETIES and, accordingly, SUFFOLK and SURETIES are not required to frame a response. However, to the extent that the allegations of Count III are deemed to impose liability on SUFFOLK and/or the SURETIES, all allegations in Count III are denied and SUFFOLK and the SURETIES demand strict proof thereof.

COUNT IV
BREACH OF CONTRACT
AGAINST SUFFOLK
(OB1 PROJECT)

SUFFOLK and SURETIES incorporate herein by reference as fully as if specifically set forth herein each and every defense set forth in paragraphs 1 through 43 above.

55. The allegations contained in paragraph 55 including all subparts of the Amended Complaint are denied and strict proof demanded thereof.

56. The allegations contained in paragraph 56 of the Amended Complaint are denied and strict proof demanded thereof.

57. The allegations contained in paragraph 57 of the Amended Complaint are denied and strict proof demanded thereof.

COUNT V
ACTION AGAINST SURETIES ON PAYMENT BOND
(OB1 PROJECT)

SUFFOLK and SURETIES incorporate herein by reference as fully as if specifically set forth herein each and every defense set forth in paragraphs 1 through 43 above.

58. The allegations contained in paragraph 58 of the Amended Complaint are denied and strict proof demanded thereof.

59. The allegations contained in paragraph 59 of the Amended Complaint are denied and strict proof demanded thereof.

60. The allegations contained in paragraph 60 of the Amended Complaint are denied and strict proof demanded thereof.

COUNT VI
NEGLIGENCE
AGAINST SOM
(OB1 PROJECT)

SUFFOLK and SURETIES incorporate herein by reference as fully as if specifically set forth herein each and every defense set forth in paragraphs 1 through 43 above.

61-65. The allegations contained in Count VI of the Amended Complaint do not pertain to SUFFOLK and SURETIES and, accordingly, SUFFOLK and SURETIES are not required to frame a response. However, to the extent that the allegations of Count VI are deemed to impose liability on SUFFOLK and/or the SURETIES, all allegations in Count VI are denied and SUFFOLK and the SURETIES demand strict proof thereof.

SUFFOLK and SURETIES deny any and all other allegations contained in ADF's Amended Complaint not previously responded to herein.

Pursuant to the terms of the Subcontract Agreements for Miami Terminal and OB1, SUFFOLK is entitled to recover its reasonable attorney's fees and costs incurred in the defense of this action and the prosecution of its claims.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

1. As and for their First Affirmative Defense, SUFFOLK and SURETIES assert that ADF's claims for consequential time-related delay damages are barred by the express terms of the Terminal subcontract and OB1 subcontract. Specifically, in Article 6 of the Terminal Subcontract and OB1 Subcontract, ADF unequivocally waived delay damages when "[ADF] agree[d] that it shall have **no claim for money damages or additional compensation for delay . . . and shall be entitled only to an extension of time.**" *Id.*

(Emphasis supplied). This no damage for delay provision expressly limits ADF's remedies in the event of project delays, such as the delays alleged by ADF in its Amended Complaint. For any such delays, no matter how caused, the express terms of the Terminal Subcontract and OB1 Subcontract preclude ADF from asserting a claim for money damages or additional compensation.

SECOND DEFENSE

2. As and for their Second Affirmative Defense, SUFFOLK and SURETIES assert that the injury and/or damage alleged by ADF in its Amended Complaint does not pertain to SUFFOLK and SURETIES, is not within the scope of SUFFOLK's contract and is not the direct or proximate results of any act or omission on the part of SUFFOLK and SURETIES.

THIRD DEFENSE

3. As and for their Third Affirmative Defense, SUFFOLK and SURETIES assert that the damages allegedly sustained by ADF were proximately caused by the comparative fault of other persons or entities who are not parties to this action including but not necessarily limited to All Aboard Florida – Operations, LLC and DTS 2MC Office, LLC. Pursuant to Florida Statute § 768.81 and the doctrine set forth in *Fabre v. Marin*, 623 So. 2d 1182 (Fla. 1993), SUFFOLK and SURETIES are not liable for the comparative fault of these or other persons or entities. SUFFOLK and SURETIES further name and incorporate herein any and all other *Fabre* Defendants named by any other party or parties to this action, and also reserve the right to add additional *Fabre* Defendants as discovery continues.

FOURTH DEFENSE

4. As and for their Fourth Affirmative Defense, SUFFOLK and SURETIES assert that the negligence of the design professionals to provide plans that were free from errors and omissions and adhered to applicable building codes supersedes in scope any breach alleged against SUFFOLK and SURETIES. It is not the obligation or responsibility of SUFFOLK and SURETIES for insuring the design of the Project met the requirements of the building codes. Specifically, those obligations are vested with the architect and the engineer of the Project and are non-delegable duties to ensure that the Project design conforms with applicable laws, regulations and building codes as set forth in *Atlantic National Bank of Jacksonville v. Modular Age Inc.*, 363 So. 2d 152 (Fla. 1st DCA 1978). Accordingly, any such failure by action of law becomes that of the design professionals, due to their obligation to provide a proper set of plans to SUFFOLK.

FIFTH DEFENSE

5. As and for their Fifth Affirmative Defense, SUFFOLK and SURETIES assert that in accordance with Florida Statutes, that SUFFOLK would only be liable for its pro-rata share of liability and not wholly and/or completely, jointly or severally.

SIXTH DEFENSE

6. As and for their Sixth Affirmative Defense, SUFFOLK and SURETIES assert ADF's claims are avoided by the Doctrine of Accord and Satisfaction because SUFFOLK has fully paid ADF all sums due under the terms of the subcontracts between the parties.

SEVENTH DEFENSE

7. As and for their Seventh Affirmative Defense, SUFFOLK and SURETIES assert ADF's claims are barred because ADF first materially breached the contract by failing to perform the work required of the contract, performing defective or deficient work, and causing delay on the project, and therefore, SUFFOLK is excused from further performance, or alternatively, ADF is not entitled to recover damages for breach of contract.

EIGHTH DEFENSE

8. As and for their Eighth Affirmative Defense, SUFFOLK and SURETIES assert SUFFOLK is entitled to a set-off for its own damages with respect to any claims of ADF, which SUFFOLK and SURETIES deny, to the extent SUFFOLK incurred expenses and damages as a result of ADF's failure to materially comply with its obligations, including but not limited to its failure to provide work in a proper and workman like manner without sufficient or defective labor or materials, the cost incurred by SUFFOLK for completion of the contract work left unfinished or otherwise never properly performed by ADF, any corrective work required, any increase in the cost of doing work originally requested but not performed by ADF, liquidated damages, and such other damages as may be proven at trial.

NINTH DEFENSE

9. As and for their Ninth Affirmative Defense, SUFFOLK and SURETIES assert that ADF's claims are barred, in whole or in part, by its own failure to mitigate the alleged damages, specifically including, but not limited to, ADF's own negligence and/or want of due care in performance of its contractual duties and/or by its improper performance of the work under the *Subcontract*.

TENTH DEFENSE

10. As and for their Tenth Affirmative Defense, SUFFOLK and SURETIES assert that ADF's recovery, if any, for all loss, damage, interest, costs and attorneys' fees, is limited to the penal sum of the subject statutory payment bonds.

ELEVENTH DEFENSE

11. As and for their Eleventh Affirmative Defense, SUFFOLK and SURETIES assert that ADF is barred from pursuing the instant action as it has not satisfied the conditions precedent to pursuing a claim under the subject statutory payment bonds.

TWELFTH DEFENSE

12. As and for their Twelfth Affirmative Defense, SUFFOLK and SURETIES assert that ADF has waived any rights it may have to bring a claim against SUFFOLK and/or the SURETIES where: (i) ADF failed to provide conforming goods, labor, materials and/or services as required by the terms of the Subcontracts for the Miami Terminal and OB1; (ii) ADF failed to timely deliver goods, materials, labor and services as required by the Subcontracts for the Miami Terminal and OB1 Agreement and otherwise failed to adhere to the Project schedule; (iii) ADF failed to provide proper and timely notice of its claims as required by the Subcontract for the Miami Terminal and OB1; (iv) ADF failed to timely pay its sub-subcontractors and suppliers; (v) ADF failed to complete its scope of work as required by the terms of the Subcontracts for the Miami Terminal and OB1; (vi) ADF has provided written releases for goods, labor, materials and/or services provided

on the Project; and/or (vii) ADF failed to provide sufficient manpower to the Project pursuant to the terms of the Subcontracts for the Miami Terminal and OB1.

THIRTEENTH DEFENSE

13. As and for their Thirteenth Affirmative Defense, SUFFOLK and SURETIES assert that ADF's claims against SUFFOLK and SURETIES, to the extent such claims encompass unwritten and/or unapproved changes to the scope of work or the terms of the Subcontracts for the Miami Terminal and OB1 with SUFFOLK, such claims are barred by the Statute of Frauds, Fla. Stat. §725.01, and/or by the terms of the Subcontracts for the Miami Terminal and OB1.

FOURTEENTH DEFENSE

14. As and for their Fourteenth Affirmative Defense, SUFFOLK and SURETIES assert that ADF is barred from any recovery in equity against SUFFOLK and SURETIES where ADF has unclean hands.

FIFTEENTH DEFENSE

15. As and for its Fifteenth Affirmative Defense, SUFFOLK asserts that ADF has waived the right to demand payment from SUFFOLK to the extent ADF assumed the risk of non-payment by the Owner per the Subcontracts for the Miami Terminal and OB1 (Pay-When-Paid Clause).

SIXTEENTH DEFENSE

16. As and for their Sixteenth Affirmative Defense, SUFFOLK and SURETIES assert that ADF is equitably estopped from any recovery. Notwithstanding ADF's

representations to SUFFOLK that ADF would provide conforming goods, labor, materials and/or services to the Project, ADF failed to provide conforming goods, labor, materials and/or services to the Project. ADF further represented to SUFFOLK that it would timely provide and/or deliver goods, labor, materials and/or services on the Project but failed to do so. ADF also represented to SUFFOLK that it would cure any defective goods, labor, materials and/or services provided to the Project but failed to do so. ADF also represented to SUFFOLK that it would complete its scope of work and pay its sub-contractors and suppliers but failed to do so. SUFFOLK relied on all of ADF's representations to its detriment, which caused damage to SUFFOLK.

SEVENTEENTH DEFENSE

17. As and for their Seventeenth Affirmative Defense, SUFFOLK and SURETIES assert that ADF's damages are speculative and, therefore, may not be recovered.

WHEREFORE, Defendant/Counter-Plaintiff SUFFOLK CONSTRUCTION COMPANY, INC. and Defendants FEDERAL INSURANCE COMPANY, FIDELITY AND DEPOSIT COMPANY OF MARYLAND, LIBERTY MUTUAL INSURANCE COMPANY, and ZURICH AMERICAN INSURANCE COMPANY, respectfully request judgment against Defendant ADF INTERNATIONAL, INC. awarding SUFFOLK its actual damages, including without limitation, reasonable attorneys' fees pursuant to the terms of the Subcontracts for the Miami Terminal and OB1, expert costs, compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**DEFENDANT SUFFOLK CONSTRUCTION COMPANY, INC.'S COUNTERCLAIM
AGAINST ADF INTERNATIONAL, INC.**

Defendant/Counter-Plaintiff SUFFOLK CONSTRUCTION COMPANY, INC. ("Suffolk"), pursuant to Florida Rule of Civil Procedure 1.170, hereby files this Counterclaim against Plaintiff/Counter-Defendant ADF INTERNATIONAL, INC., and states:

I. General Allegations

1. This is an action for breach of contract seeking damages in excess of \$15,000.00, exclusive of interest, attorney's fees and costs.

2. Plaintiff/Counter-Defendant, ADF International, Inc. ("ADF"), is a Florida corporation with its principal place of business in Coral Springs, Broward County, Florida. ADF is authorized to conduct business in the State of Florida and at all times material hereto doing business in Miami-Dade County, Florida.

3. Defendant/Counter-Plaintiff, SUFFOLK CONSTRUCTION COMPANY, INC. ("Suffolk") is a Massachusetts corporation with its corporate headquarters located in Boston, Massachusetts and Southeast regional headquarters located in Miami, Miami-Dade County, Florida. Suffolk is authorized to conduct business in the State of Florida.

4. This action arises out of the construction of the Brightline express train service which will connect Miami, Fort Lauderdale and West Palm Beach, with a Phase Two planned to extend service to Orlando.

5. Pertinent to the instant litigation are two (2) projects being constructed in downtown Miami: (i) the All Aboard Florida – Miami Terminal Project which consists of the main train terminal ("Terminal Project"); and (ii) 2 Miami Central Over Building ("OB1

Project”) which consists of a high-rise office building being constructed above the main train terminal.

6. As the Terminal Project and OB1 Project and all work performed at issue in this litigation is located in Miami, Miami-Dade County, venue is proper in Miami-Dade County, Florida pursuant to Chapter 47, and Section 713.24(3) of the Florida Statutes and in accordance with applicable case law.¹

7. All conditions precedent and necessary to maintaining this action have occurred, been satisfied, been performed and/or been waived by the Counter Defendant.

II. Factual Allegations

8. Non-party, All Aboard Florida – Operations, LLC (“AAF”) is the owner of the All Aboard Florida – Miami Terminal located at 600 Northwest 1st Avenue, Miami, Florida 33030 (“Terminal Project”).

9. Non-party, DTS 2MC OFFICE, LLC (“DTS”) is the owner of 2 Miami Central Over Building located at 650 Northwest 1st Avenue, Miami, Florida 33030 (“OB1 Project”).

10. AAF and DTS each contracted with Defendant SKIDMORE OWINGS MERRILL FLORIDA LLC (“SOM”) as their Architect and Structural Engineer of Record for the Terminal Project and OB1 Project.

11. AAF and DTS each contracted with Suffolk, as general contractor, to construct the Terminal Project and the OB1 Project in accordance with the plans and specifications prepared by SOM as the Architect and Engineer of Record.

12. In turn, Suffolk subcontracted certain steel-related work to ADF for the construction of the Terminal Project and OB1 Project.

¹ See *Morganti South, Inc. vs. Hardey Contractors, Inc.*, 397 So.2d 378 (4th DCA 1981) and *Halls Ceramic Tile, Inc. vs. Tiede-Zoeller Tile Corp.*, 522 So.2d 111 (5th DCA 1988).

COUNT I
BREACH OF CONTRACT AGAINST ADF
(TERMINAL PROJECT)

13. Suffolk realleges the allegations contained in paragraphs 1 through 12 above and, further alleges:

14. This is an action for breach of contract.

15. Suffolk, as general contractor, and ADF entered that certain *Subcontract Agreement Between Suffolk Construction Company Inc. and ADF International Inc. for the Project Known as All Aboard Florida – Miami Terminal Job #214162* wherein ADF agreed to provide certain steel-related work on the Terminal Project for a stated price (“Terminal Subcontract”). A true and correct copy of the Terminal Subcontract is incorporated by reference herein and attached hereto as **Exhibit “A”**, except for the plans, specifications, addendum, change orders, etc., which are part of the subcontract and incorporated by reference herein but which are not attached to this Counterclaim or included in **Exhibit “A”** to this Counterclaim.

16. ADF materially breached the Terminal Subcontract by its actions and inactions, including without limitation, by:

- a. failing to fully perform the work in accordance with the subcontract;
- b. failing to timely perform the work;
- c. abandoning the work; and
- d. performing defective and/or non-compliant work.

17. As a direct and proximate result of ADF’s material breaches, Suffolk has incurred and will incur both direct damages including costs to correct the defective and/or non-compliant work and costs to complete the work, and consequential time-related delay damages for delay caused solely by ADF on the Terminal Project.

18. To the extent that funds remain due and owing after set-off for direct and consequential damages to which Suffolk is entitled, Suffolk is entitled to apply those funds against monies owed by ADF to Suffolk on other subcontracts, pursuant to Article 8.17.5 of the Terminal Subcontract.

WHEREFORE, SUFFOLK CONSTRUCTION COMPANY, INC. demands judgment against ADF for all damages, interest, costs of this action and reasonable attorneys' fees, and such other and further relief as this Court deems just and proper.

COUNT II
BREACH OF CONTRACT AGAINST ADF
(OB1 PROJECT)

19. Suffolk realleges the allegations contained in paragraphs 1 through 12 above and, further alleges:

20. This is an action for breach of contract.

21. Suffolk, as general contractor, and ADF entered that certain *Subcontract Agreement Between Suffolk Construction Company Inc. and ADF International Inc. for the Project Known as 2 Miami Central Job #216102* wherein ADF agreed to provide certain steel-related work on the OB1 Project for a stated price ("OB1 Subcontract"). A true and correct copy of the OB1 Subcontract is incorporated by reference herein and attached hereto as **Exhibit "B"**, except for the plans, specifications, addendum, change orders, etc., which are part of the subcontract and incorporated by reference herein but which are not attached to this Counterclaim or included in **Exhibit "B"** to this Counterclaim.

22. ADF materially breached the OB1 Subcontract by its actions and inactions, including without limitation, by:

- a. failing to fully perform the work in accordance with the subcontract;
- b. failing to timely perform the work;
- c. abandoning the work; and
- d. performing defective and/or non-compliant work.

23. As a direct and proximate result of ADF's material breaches, Suffolk has incurred and will incur both direct damages including costs to correct the defective and/or non-compliant work and costs to complete the work, and consequential time-related delay damages for delay caused solely by ADF on the OB1 Project.

24. To the extent that funds remain due and owing after set-off for direct and consequential damages to which Suffolk is entitled, Suffolk is entitled to apply those funds against monies owed by ADF to Suffolk on other subcontracts, pursuant to Article 8.17.5 of the OB1 Subcontract.


WHEREFORE, SUFFOLK CONSTRUCTION COMPANY, INC. demands judgment against ADF for all damages, interest, costs of this action and reasonable attorneys' fees, and such other and further relief as this Court deems just and proper.

Dated this 21st day of May, 2018.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via electronic service to all counsel on the attached Service List this 21st day of May, 2018.

AGNANT & LAMBDIN LLC
2 South University Drive, Suite 315
Plantation, FL 33324
Telephone: (954) 368-4164
Facsimile: (561) 293-2526
*(Counsel for Suffolk Construction
Company and Sureties)*

By: 
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Service List

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SUBCONTRACT AGREEMENT BETWEEN
SUFFOLK CONSTRUCTION COMPANY INC. AND
"ADF INTERNATIONAL INC."
FOR THE PROJECT KNOWN AS
"ALL ABOARD FLORIDA – MIAMI TERMINAL, JOB #214162"

JUNE 22, 2016

RE: ALL ABOARD FLORIDA – MIAMI TERMINAL
JOB #214162

Dear MR. KORKIDAKIS:

Below please find the Subcontract Agreement for the above-referenced project, which includes all attached attachments, exhibits, and all documents incorporated by reference therein (collectively, the "Subcontract"). If you agree to all terms and conditions contained in the Subcontract, please execute this page where indicated within five days by doing the following:

- Electronically sign your name by clicking on the yellow tab on this page. type your name and confirm your signature.
- As stated above, there is no need to print this document to sign your signature.

Furthermore, please provide the required insurance certificates, safety manuals, and submittals to our office within seven (7) days of your receipt for further processing. Upon confirming your signature, the Subcontract will be automatically returned to Suffolk Construction Company, Inc. for execution. You will be notified via electronic mail when the Subcontract has been fully executed and is available for viewing. You can save the fully executed, PDF version of the Subcontract via the DocuSign website link that you receive in the confirmation email.

Insurance certificates should state the project name and job number to which they pertain, name Suffolk Construction Company, Inc., All Aboard Florida – Operations LLC, and any other required entities or people as additional insureds. Please return all certificates to:

Email: rdowning@suffolk.com or Fax: 561-273-1866

By signing below you are acknowledging that you accept and understand the nature, terms, conditions and scope of the Subcontract and agree that the Subcontract contains the entire agreement between the parties. All prior or contemporaneous agreements, written or oral, between the parties regarding the subject matter hereof are superseded by the Subcontract. The Subcontract may not be modified except by a written document signed by an authorized representative of each party.

ADF INTERNATIONAL INC.

DocuSigned by:
Pierre Paschini
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SUFFOLK CONSTRUCTION COMPANY, INC.

DocuSigned by:
Mark DiNapoli *Mariano Diaz, General Counsel-SE*
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DS JD DS *JPW* DS *MBP* DS *JG*

SUFFOLK

build smart

**Amendment to the Subcontract between
Suffolk Construction and ADF International**

The Subcontract Agreement, by and between **Suffolk Construction Company, Inc.**, a Massachusetts corporation ("Contractor") and **ADF International**, a Florida corporation ("Subcontractor") governing the Work to be performed at the All Aboard Florida-Miami Terminal Project located in Miami, Miami-Dade County, Florida is hereby amended as follows:

Article 1. The Work

Revise the first sentence in the first paragraph by adding the words "*as it pertains to the Subcontractor's Scope of Work*" after the words "and the Owner".

Revise the second sentence first paragraph by adding the words "*as it pertains to the Subcontractor's Scope of Work*" after the words "Contract Documents".

Article 2. Time of Commencement and Substantial Completion . Revise the first sentence in the first paragraph by deleting the words "forty-eight (48)" and replacing with the words "*seventy-two (72)*" after the words "Subcontractor a".

Revise by adding the following words after the first sentence "*The Contractor and Subcontractor acknowledge that the Contractor's Construction Schedule was derived with the Subcontractors collaboration and that Contractor and Subcontractor will continue to collaborate for future schedule modifications that will be updated monthly.*"

Article 4: Payment

Revise the first paragraph, second sentence by deleting the sentence in its entirety and replacing with the following words: "*Receipt of progress and/or final payments by the Contractor from the Owner with respect to the Work shall be, in each instance, paid to the Subcontractor when received by the Owner*".

The third sentence is deleted and replaced with the following: "*Contractor shall post either a Chapter 713 or Section 255 of the Florida Statutes Payment and Performance Bond and Subcontractor reserves all rights pursuant to either statute and bond to make claim against the surety should the Subcontractor not be paid for properly performed work including Retainage*"

Revise the first paragraph, third sentence by deleting the sentence in its entirety and replacing with the following sentence "*The Contractor's sureties' reserve and retain all rights and remedies of the Contractor in connection with non-payment issues arising from any acts or omissions of the Subcontractor.*"

Revise to add the following language to the end of the second sentence in the first paragraph: "*Unless otherwise specifically provided herein, after the Work is fifty (50%) complete on a percentage of completion basis, then such retainage shall be reduced to 2.5% of the total Subcontract Sum until Final Payment. The reduction of retainage is contingent upon (i) the Owner and Lender's written approval and (ii) the Subcontractor's Work being in conformity with the Contract Documents and the Project Schedule. Notwithstanding, in the event the Subcontractor defaults in regards to any obligations under the Subcontract, the Contractor reserves and retains the right to increase the Subcontractor's retainage to 10% until Substantial Completion.*"



Revise the fifth sentence to add the word "conditional" following the word "including" and prior to the word "releases".

Revise to add the follow sentence after the fifth sentence: "The Subcontractor shall be required to provide Contractor with unconditional lien and release waivers from all of Subcontractor's subcontractors and suppliers from the previous payment application as a condition precedent to payment."

Revise to add the following language to the end of the sixth sentence in the third paragraph: "*which shall not be unreasonably withheld*".

Revise to add the following language to the end of paragraph three: "*Prior to making a deduction, Contractor shall furnish a detailed written statement of the reasons for such withholding any Retainage for any incomplete Work or unsettled claims as provided in the Contract Documents for Subcontractor to timely address*".

Article 5: Time: Revise to add the following section to Article 5:

"Section 5.1. The Subcontractor shall not be responsible for any loss, damage, or delay not caused and/or contributed to in whole or in part by the Subcontractor or any party directly or indirectly under control of the Subcontractor."

Article 6: Extensions

Revise to add the following language to the end of the first paragraph "*Although Subcontractor and Contractor agree that Subcontractor is not entitled to delay damages against Contractor, its sureties' or the Owner, Contractor agrees to submit Subcontractor's claim for verifiable direct costs to the Owner, to the extent allowed by the Contract Documents, for consideration should the Subcontractor's contract duration, be extended through no fault of the Subcontractor or any party directly or indirectly under the control of the Subcontractor. Contractor's submission of Subcontractor's verified direct costs claim to the Owner does not bestow any rights or entitlement as to delay damages and/or verified direct costs against the Contractor, its sureties' or the Owner nor does it impose an obligation, contractual or otherwise, on the part of the Contractor and it's Sureties' to pursue a delay claim or a claim for direct verified costs claim on behalf of the Subcontractor against the Owner. Contractor agrees to assist Subcontractor in facilitating the presentation of Subcontractor's claim for verifiable direct costs to the Owner.*"

Article 7: Bonds. Revise by deleting Article 7 in its entirety.

Article 8 Subcontract Terms and Conditions

Section 8.2. Performance of Work

Revise the second sentence in the first paragraph by adding the words "*within the time period set forth in this Subcontract*" after the word "notification".

Revise the second sentence in the first paragraph by adding the words "*and opportunity to cure*" after the words "the Contractor" in the sixth line.

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A handwritten signature or initials, located at the bottom right of the page.



Revise the fifth sentence in the second paragraph to add the words *"or such additional time as may be reasonably required in the event the repairs require additional time to complete and Subcontractor has commenced such repairs within the time specified herein"*

Section 8.3. Dependence of the Work. Revise the first sentence by adding the words *"as a licensed subcontractor, but not as design professional, unless a design component is otherwise required by the terms of the Subcontract"* after the words "the Subcontractor discovers" and delete the word "determines".

At the end of the paragraph add the following words *"Subcontractor shall not be responsible for errors caused by other subcontractors work, unless Subcontractor has been notified of such error prior to performing its Work under the Subcontract or should have reasonably discovered the error and failed to inform Contractor in writing of the error prior to proceeding with the Work"*.

Section 8.4. Statutory and Regulatory Compliance

Revise the first sentence in the first paragraph by adding the words *"that Subcontractor discovers or should have reasonably discovered as a licensed experienced Subcontractor performing the type of Work detailed in Exhibit B to the Subcontract"* after the words "any variance".

Revise to add the following language to the end of the first sentence in first paragraph *"Unless otherwise required by the terms of the Subcontract, the Subcontractor is not a design professional and is not responsible for errors in the plans and specifications prepared by the Architect or the engineering consultants"*

Add the following at the end of the last paragraph *"This Subcontract is subject to a Direct Purchase Order between the Owner and ADF Group, Inc. for the purchase of the Structural Steel necessary for the Work of the Subcontractor and no taxes shall be paid by Subcontractor for such materials that are purchased directly by the Owner."*

Section 8.6.1 Revise to delete the word "Agreement" and replace with the word "Subcontract".

Section 8.6.2 Revise the first sentence in the first paragraph to delete the words "twenty-four (24)" and replace with *"seventy-two (72)"* after the words "may after".

Section 8.6.4: Revise the first sentence to add the following language *"including the value of materials in production, in shipment, and/or at the jobsite on the date of termination,"* after the words "prior to termination".

Revise the first sentence to add following words "plus overhead and profit on the work performed" after the words "cost of the work".

Section 8.7.2 Revise to add the following language to the end of the paragraph: *"Notwithstanding the foregoing, the Subcontractor may subcontract any portion of the Work to be performed by Subcontractor to others"*.

Section 8.8 Indemnification Revise the third sentence to delete the word "Agreement" and replace with the word "Subcontract".

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Section 8.9.4 Revise the first sentence to delete the word "Agreement" and replace with the word "Subcontract".

Section 8.9.5 Revise the fourth sentence to delete the word "Agreement" and replace with the word "Subcontract".

Section 8.11 Construction Liens. Revise by adding the following language after the second sentence in the fifth line "*Subcontractor shall not be required to cause such lien or bond claim to be discharged if the lien or bond claim is the result of the Contractor withholding payment from Subcontractor contrary to the terms of the Subcontract for properly performed Work.*"

Section 8.12 Claims.

Revise the first paragraph by adding "*a change order, construction change directive or written directive*" in the first sentence after the words "written order".

Revise the first paragraph by adding the following words after the first sentence "*The Subcontractor retains, reserves and does not waive its rights for additional compensation in the event the Subcontractor receives any of the foregoing written directives from the Contractor.*"

Revise the fifth sentence in the first paragraph by deleting the words "and/or arbitration" after the words "any legal".

Revise by deleting the sixth sentence in the first paragraph in its entirety.

Section 8.14 Changes. Revise the first sentence in the second paragraph by deleting the words "two" and replacing with the word "*four*" after the words "the aggregate of"

Revise the first sentence in the second paragraph by adding "*after notice and opportunity to cure as set forth in the Subcontract*".

Section 8.16 Disputes

Revise to delete the third and fourth sentences in paragraph one in their entirety.

Revise the fifth sentence in the first paragraph by deleting the words "(single or aggregate) which exceed \$50,000"

Revise to add the following language after the fifth sentence in the first paragraph; "*Venue for all disputes shall be in the County in which the Project is located*".

Revise by deleting the sixth sentence "The Subcontractor agrees to be bound by the results of any proceedings in the same manner that the Contractor is bound by such results under the Contract Documents".

Revise to delete the last sentence in the first paragraph in its entirety

Revise the first sentence in the fourth paragraph to delete the word "such" and replace with the word "any".

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Section 8.17.2 Safety. Revise to add the following language to the end of the last sentence "when such clause is applicable to the sub-subcontractors work."

8.17.5 Right of Offset:

Revise to delete the words "at the election of the Contractor" and replacing it with the words "after five (5) day written notice and opportunity to cure in accordance with the terms of the Subcontract".

Revise the first sentence in the fourth line by deleting the words "(including any subsidiary or affiliate of Contractor, any entity which is at least fifty percent owned or controlled by the owner of Contractor, or any joint venture in which Contractor or any of the foregoing is a venture)".

SUBCONTRACTOR AGREES THAT THE TERMS AND CONDITIONS SET FORTH IN THIS AMENDMENT ARE SPECIFIC TO THE ABOVE-REFERENCED PROJECT AND SHALL NOT BE CONSTRUED AS A COURSE OF DEALING BETWEEN CONTRACTOR AND SUBCONTRACTOR.

Except as specifically modified hereby, the terms and provisions of the Subcontract Agreement by and between Contractor and Subcontractor shall remain in full force and effect. To the extent this Amendment conflicts with any terms of the Subcontract, this Amendment shall control and take priority.

Dated: June, 2016

ACCEPTED AND AGREED:

Suffolk Construction Company, Inc.

ADF International, Inc.

By: _____

By: _____

Print Name: Juan Diaz

Print Name: PIERRE PASCHINI

Title: General Counsel - SE / Assl. Secy

Title: President and COO.

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DocuSigned by: Pierre Paschini
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DS JD DS JW DS ABR DS JG

[Handwritten initials/signature]



All Aboard Florida
Addendum No. 1 to the Subcontract Agreement

The Subcontract, by and between Suffolk Construction Company, Inc., a Massachusetts corporation (“Contractor”) and ADF INTERNATIONAL INC. (the “Subcontractor”), governing the work to be performed at the **All Aboard Florida Project** located in Miami, Miami-Dade County, Florida (“Project”) is hereby amended to add the following additional terms and conditions as follows:

Without limiting the incorporation of the Contract Documents in their entirety into the Subcontract in accordance with Article 1, per the Owner’s requirements the following provisions are in addition expressly incorporated:

Section 7: Bonds is modified by inserting the following additional provision:

“Section 7.1: Dual Obligee Bond Requirement: Subcontractor agrees that if Subcontractor is required to provide Contractor with a Payment and Performance Bond pursuant to the Subcontract Agreement, Subcontractor shall issue such bonds with dual obligee riders that in addition to establishing Contractor as an obligee also establishes Owner and its construction lender(s) as additional obligees on the bonds.”

Article 8: Subcontractor Terms and Conditions is modified by inserting the following new Sections to the Article:

“Section 8.19: Owner Requested Releases: Subcontractor’s Waiver and Release Upon Progress Payment, and the Subcontractor’s Waiver and Release Upon Final Payment shall be in the forms attached hereto as **Exhibit “1.”**”

Section 8.20 Lender Requirements:

Pursuant to the terms and conditions of the Contract Documents, the Subcontractor shall comply with the requirements of all Lenders. Without limiting such requirements, which are set forth in in the Contract Documents, including but not limited to Exhibit M of the Agreement between the Owner and Contractor, Subcontract covenants and agrees as follows:

A. GENERAL CONDITIONS

1. In the event the Contractor defaults under this Subcontract or in the event the Contractor is replaced by the Owner or the Owner’s construction lender as the general contractor for the project covered by this Subcontract, then, at the written request and option of the Owner or the Owner’s construction lender, the Subcontractor will perform under and in accordance with the terms of this Subcontract for Owner or any replacement general contractor. Further the Owner or its lenders may take an assignment of the Contractor’s rights under this Subcontract upon notice to Subcontractor, but in any event Owner and its lenders are third party beneficiaries of the Subcontract. None of these provisions shall be construed to impose on Owner or the Owner’s construction lenders any obligation with respect to the Subcontract whatsoever.
2. Subcontractor shall not use proceeds paid under the Contract Documents or Loan Documents obtained by Owner for the Project to fund costs that are not Allowable Costs or for any purpose prohibited under

45 U.S.C. § 822(b)(2) or §822(h)(1)(C) or 49 C.F.R. 260.5 including, without limitation for any payment of any railroad operating expenses.

- a. Subcontractor shall, and shall cause each of its Subcontractors, at all tiers, to, file all federal, state, and other tax returns and reports required by law or regulation to be filed by such parties, as applicable, and pay and discharge or cause to be paid and discharged all taxes, assessments, fees and other governmental charges levied or imposed upon the property of such parties, as applicable, before the date on which penalties attach thereto, and all lawful claims for labor, materials, supplies, and rents, and all other debts and liabilities that, if unpaid, might by law become a lien unless such tax, assessment, fee, charge or other amount is being contested in good faith and by appropriate proceedings being diligently pursued, (ii) reserves with respect thereto shall have been made in accordance with GAAP, and (iii) failure to pay such tax, assessment, fee, charge or other amount pending resolution of such contest could not reasonably be expected to result in a Material Adverse Effect.
3. Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, to obtain and maintain the insurance required by the Contract Documents and insure, or cause to be insured, on site property against claims for losses from fire, casualty, liability and property damage and other events consistent with normal industry practice. Contractor will promptly notify the Owner, its Lender and the Administrator of any material change in such insurance coverage that departs from normal industry standards. All policies of insurance required under the terms hereof shall:
 - a. in the case of property insurance, name the Administrator as loss payee, as its interest may appear;
 - b. in the case of liability insurance, name the Owner and Administrator as additional insureds;
 - c. require 30 days' prior notice of cancellation for any reason to the Owner and Administrator;
 - d. waive any right of subrogation of the insurers against the Owner and Administrator; and
 - e. waive the right of insurers to set-off, to counterclaim or to any other deduction, whether by attachment or otherwise, to the extent of any monies due the Owner or Lender.
 4. Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, to diligently prosecute the Work and complete the Project in accordance with the Contract Documents and in accordance with the highest standards of the rail industry, using its best efforts at all times.
 5. Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, to keep full, complete and current books and records in which full, true and correct entries are made of all dealings and transactions in relation to its business and financial affairs in accordance with GAAP.
 6. Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, to obtain all financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. § 7501, *et seq.*
 7. Subcontractor shall, and shall cause each of its Sub-Subcontractor, at all tiers, to complete the Work and conduct its business in conformity and otherwise comply in all material respects with all federal, state, and local laws, statutes, ordinances, regulations and orders of Governmental Authorities and all requirements of foreign jurisdictions applicable to it or its property. In addition to, and not in limitation of, the foregoing sentence, Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, to comply, in all material respects, with the following:
 - a. the standards of section 24312 of title 49, United States Code, with respect to the Project in the same manner that the National Railroad Passenger Corporation is required to comply with such standards for construction work financed under an agreement made under section 24308(a) of that title;

- b. the Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §12101 *et seq.*; 28 C.F.R. Part 35; 29 C.F.R. Part 1630);
- c. Title VI of the Civil Rights, Act of 1964 (42 U.S.C. §2000d *et seq.*) and United States Department of Transportation regulations (49 C.F.R. Part 21);
- d. the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 *et seq.*);
- e. Equal Employment Opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (41 C.F.R. Part 60);
- f. restrictions governing the use of federal appropriated funds for lobbying (31 U.S.C. §1352; 49 C.F.R. Part 20);
- g. the Clean Air Act (42 U.S.C. §1857 *et seq.*, as amended by Pub.L. 91-604);
- h. the National Environmental Policy Act of 1969 (42 U.S.C. §4321 *et seq.*), including the environmental mitigation requirements and commitments set forth in the Final Environmental Assessment(s) and the Final Environmental Impact Statement(s) issued in respect of the Project, including the Finding(s) of No Significant Impact and the Record(s) of Decision issued in connection therewith;
- i. the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*, as amended by Pub.L. 92-500); and
- j. the Endangered Species Act (16 U.S.C. §1531, *et seq.*).
- k. the Immigration Reform Control Act of 1986 (Subcontractor and all Sub-Subcontractors shall maintain I-9 forms regarding all employees).

8. Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, to give representatives of the Administrator and the Comptroller General of the United States access upon reasonable advance notice to examine and inspect all of its books, accounts, records, reports, files, inventories, equipment, facilities, and other papers, things or property. but only to the extent the aforementioned books, files, etc. relate specifically to the Work or the Project. Such access shall be granted to the extent deemed necessary (as reasonably determined by representatives of the Administrator or the Comptroller General of the United States) to (i) facilitate any audit to determine compliance by the Owner and its Subsidiaries with the Loan Documents, or (ii) inspect any equipment or facilities relating to the Project or to the obligations under the Loan Documents.

9. Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, to cooperate, with such representatives in connection with any audits and/or inspections pursuant to the foregoing clause above. Such representatives shall have the right to discuss with the Officers of the Subcontractor and each of its Sub-Subcontractors, at all tiers, matters relating to the business and affairs of the Subcontractor and each of its Sub- Subcontractors, at all tiers, to the extent such affairs relate to the Work or the Project and Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, to use its best efforts to obtain for such representatives the right with respect to its contractors and subcontractors to discuss their business and affairs relating in any way to this Loan Documents, the Project and the Act.

10. Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, to comply with the provisions of Order No. 4200.5E issued by the Secretary of the U.S. Department of Transportation on March 15, 2010, Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopt and supplement the provisions of U.S. Office of Management and Budget "Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180 and specifically 2 C.F.R. 180.435. In connection with entering into any third party contract, or other arrangement in connection with the Project, the Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, to (i) obtain certifications of debarment and suspension from its

contractors and subcontractors, (ii) review the “Excluded Parties Listing System” at <http://epls/gov/> or (iii) add a clause or condition to any such third-party contract, or other arrangement as provided for in 2 C.F.R. 180.300. The Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, to inform Administrator when it suspends or debarbs any party.

11. Subcontractor shall not, and shall not permit any Sub-Subcontractor, at any tier, to discriminate on the basis of race, color, national origin, or sex in the performance of the Contract Documents. Failure by the Subcontractor to carry out this requirement shall be a material breach of the Contract Documents, which may result in the termination of the Subcontract or such other remedy as the Contractor deems appropriate. Subcontractor shall, and shall cause each of its Sub-subcontractors, at all tiers, to provide a detailed plan for incorporation of the procedures described in the Contract Documents and in the Loan Documents for ensuring the use of contractors owned and controlled by socially and economically disadvantaged individuals.
12. Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, pursuant to U.S. Department of Transportation, Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 C.F.R. Part 381, to insert, the following clauses in contracts entered into by such parties or their Affiliates in which equipment, materials, or commodities may be transported by ocean vessel in carrying out the Project:

“As required by 46 C.F.R. Part 381, the contractor agrees:

To utilize privately owned United States-flag commercial vessels to ship at least fifty (50) percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved whenever shipping any equipment, materials, or commodities pursuant to this contract to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated “on- board” commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of Cargo Preference and Domestic Trade, Maritime Administration, 1200 New Jersey Avenue, S.E., Washington, DC 20590, marked with appropriate identification of the Project as follows: “FRA [BORROWER] RRIF Financing”. To insert the substance of the provisions of the clause in all subcontracts issued pursuant to this contract.”

13. Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, to comply with the provisions to purchase steel, iron and other manufactured goods produced in the United States for the Project, as set forth in the Federal Railroad Administration’s Notice Regarding Consideration and Processing of Applications for Financial Assistance under the Railroad Rehabilitation and Improvement Financing (RRIF) Program, 75 Federal Register 60165, 60166 (2010), as may be amended from time to time, and with FRA’s Buy America requirements, including those set forth in 49 U.S.C. § 24405(a)(1), and implementing guidance provided by the FRA including guidance available at <http://www.fra.dot.gov/page/P0694>.
14. Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, to make, fair and equitable arrangements, in accordance with 45 U.S.C. § 836, to protect the interests of any employees who may be adversely affected by actions taken pursuant to, or as a consequence of, the Contract Documents and/or the Loan Documents.

15. Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, to preserve and maintain, its existence, legal structure, legal name, rights (charter and statutory), permits, licenses, approvals, privileges and franchises throughout the term of its respective contract.
16. Subcontractor shall, and shall cause each of its Sub-Subcontractors, at all tiers, to perform and observe all the terms and provisions of each contract to be performed or observed by it and to maintain each such contract in full force and effect.
17. Subcontractor shall not conduct any of the following activities, and shall prevent each of its Sub-Subcontractors, at all tiers, from doing so:
 - a. engage in any transactions related to the Project with any of its Affiliates, except transactions that are (A) in the ordinary course of business of such parties and (B) at prices and on terms and conditions not less favorable to such parties than could be obtained on an arm's-length basis from unrelated third parties, as evidenced by a competitive bidding process involving unrelated third parties;
 - b. enter into any contract, subcontract, or arrangement in excess of \$50,000 (other than for personal employment) in connection with the financing of, or the carrying out of, work related to the Project to be performed under the Contract Documents in which any Officer or Director of the Owner or any Affiliate of the Owner during his or her subsequent tenure or more recently than two years before the date of such contract (if his or her tenure is continuing) shall have or shall have had any personal interest, direct or indirect, in the other party to such contract, subcontract or arrangement unless such contract is entered into on a publicly advertised, sealed-bid basis, the recipient is the lowest qualified bidder on such basis, such Officer or Director recuses himself or herself from further dealings with respect to such contract, subcontract or arrangement, and written records of the entire transactions are sufficient to satisfy the Administrator upon inspection;
 - c. knowingly allow any Sub-Subcontractor working for or through the Subcontractor to enter into any contract, subcontract, or other arrangement in excess of \$50,000 (other than for personal employment) related to the Project to be performed under the Contract Documents if any of its Officers or Directors or any members of the immediate family or one of the foregoing has any material interest in the contract, subcontract or arrangement, unless the other party (or parties) to such contract, subcontract or arrangement is the lowest qualified bidder on a publicly advertised, sealed-bid basis and written records of the entire transaction are sufficient to satisfy the Administrator upon inspection;
 - d. allow any member of or delegate to Congress to share any benefit that may arise from the Contract Documents or the Loan Documents; provided that this provision shall not restrict the making of any contract with a publicly held entity for the general benefit of such entity or allow any legally allowable donation; or
 - e. pay any full-time employee of the federal government any consulting fees, salaries, or travel expenses (unless on leave without pay) from any federal funds provided under the Contract Documents or the Loan Documents except where specifically authorized by statute.
18. Subcontractor shall not, and shall not permit any of its Sub-Subcontractors, at any tier, to, (a) amend, modify or supplement any of their contracts in a manner that could adversely affect the Owner or the Lender or (b) assign, or waive timely performance by any party of material covenants under, any contract, except in each case with the express prior written approval of the Owner.
19. Subcontractor shall not, and shall not allow any of its Sub-Subcontractors, at any tier, to do the following, at any time, to the extent that any of the following could reasonably be expected to have a Material Adverse Effect: (a) engage in, or permit any ERISA Affiliate to engage in, any transaction in connection with which the party could be subjected to either a civil penalty assessed pursuant to subsections (c), (i), (l) or (m) of section 502 of ERISA or a tax imposed by Chapter 43 of Subtitle D of

the Code; or (b) fail to make, or permit any ERISA Affiliate to fail to make, full payment when due of all amounts which, under the provisions of any Plan, agreement relating thereto or applicable law, is required to be paid as contributions thereto.

B. DISBURSEMENT CONDITIONS

1. Subcontractor shall be entitled to reimbursement for Work pursuant to the Contract Documents, including its Subcontractor, only if the Contractor awarded that work to the Subcontractor pursuant to a competitive bidding process in which at least one bidder was not an entity in which any Officer or employee of Owner or any of Affiliate thereof has a financial interest. Therefore, Subcontractor shall disclose in writing at time of bidding if any Officer or employee of Owner or any Affiliate thereof has a financial interest in Subcontractor. This requirement shall apply to Subcontractor's Sub-Subcontractors at all tiers.
2. If requested by the Owner or Contractor, the Subcontractor shall provide the following for itself and for any Sub-Subcontractor, at any tier, as a condition precedent to the disbursement of any such proceeds on account of which the Owner or Contractor has requested such information, all in form and substance satisfactory to the Owner and the Administrator:
 - a. a good standing certificate or certificate of status certified as of a recent date from the applicable Governmental Authority of such party's jurisdiction of incorporation, organization or formation and in each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires it to be qualified as a foreign corporation or other entity to do business;
 - b. signature and incumbency certificates of the Officers of such party executing the contract to which it is a party; and
 - c. certification that all contracts executed by such party with respect to the Project are in full force and effect and certification that at the time of and immediately after giving effect to the disbursement to be made, no Default or Event of Default has occurred and is continuing pursuant to the contract executed by such party with respect to the Project;
 - d. certification that such party and its Affiliates are not (A) subject to debarment, suspension or voluntary exclusion from participation in government contracts, procurement and non-procurement matters or (B) in material violation of any applicable law, rule or regulation, or any applicable court or administrative judgment, order, writ, injunction or decree;
 - e. evidence satisfactory to the Owner and Administrator that all insurance required to be maintained pursuant to the Contract and the Loan Documents has been obtained and is in effect, together with certificates of insurance and endorsements, including the Owner and Lender as additional insureds or loss payee, as the case may be; and
 - f. to the extent Subcontractor has represented itself as a DBE/SBE, a plan to abide by the terms of Exhibit P to the Contract Documents for ensuring the use of subcontractors owned and controlled by socially and economically disadvantaged individuals; and
 - g. such other certificates, documents, approvals, instruments and agreements as the Administrator or counsel to the Administrator shall reasonably request including, without limitation, written confirmation that the representations and warranties required by this Article, the Contract Documents and the Loan Documents from the Contractor and each Subcontractor and Sub-subcontractor, at each tier, remain true and correct.
3. By its execution of (i) the Subcontract, the Subcontractor shall be certifying that the following representations and warranties are true and correct with respect to itself and that it shall include a provision in its lower tier subcontract agreements requiring each of its Sub-Subcontractors at every tier to make the same certification as to itself with the signing of such contract and (ii) each Application for Payment pursuant to the Contract Documents, the Subcontractor shall be certifying that the following

remains true and correct with respect to itself and each of its Sub-Subcontractors at every tier engaged to the date of such submittal:

- a. Each party (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and is qualified to do business, and is in good standing, in every jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification, and (ii) has full legal right, power and authority to enter into the contract to which it is a party and to carry out and consummate all transactions contemplated by such documents.
- b. Each party has duly authorized the execution, delivery and performance of each contract to which it is a party.
- c. Each Officer of each party executing a contract to which it is a party is duly and properly in office and fully authorized to execute such document on behalf of the applicable party thereto.
- d. Each party has full power and authority and has obtained all necessary authorizations from Governmental Authorities to execute the contracts to which it is a party and to undertake and complete its work for the Project in conformity with its contract and all applicable federal, state, and local laws, statutes, and regulations. No new or additional authorization from any Governmental Authority is required to permit such party to undertake and complete the Project.
- e. For the period commencing 10 years prior to the date thereof and ending on the date thereof, (i) no current Officer or Director of the party has been involved in a bankruptcy or similar type proceeding (either in such Person's personal capacity or, to the knowledge of such Officer or Director, in such Person's capacity of an officer, director or holder of more than 10% of the Equity Interests of any other Person) and (ii) no current Officer or Director of any such party has been convicted of a felony or violation of securities laws.
- f. No such party nor any of its respective Affiliates or principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participation in government contracts, procurement and non-procurement matters or delinquent on a federal government debt.
- g. No such party nor any Affiliates thereof is a party or subject to any existing or contingent contract, agreement, debt, mortgage, indenture, instrument, judgment, decree, obligation or other liability that could reasonably be expected to have a Material Adverse Effect.
- h. There is no action, suit, proceeding, inquiry or investigation before or by any court or other Governmental Authority pending or threatened against or affecting the party or any of its Affiliates or their respective assets, properties or operations that could reasonably be expected to have a Material Adverse Effect.
- i. No such party is in default under any indenture, contract, mortgage, franchise, lease, agreement, permit, or any other instrument to which it is a party; in violation of any law, rule or regulation applicable to such party; in violation of any judgment, order, writ, injunction or decree of any court applicable to such party; or in default under or cited for noncompliance with any order, license, or regulation of any Governmental Authority applicable to such party; which defaults, citations, violations or noncompliance individually or in the aggregate could reasonably be expected to cause a Material Adverse Effect.
- j. The information set forth in all submissions to the Owner, Administrator and the Lender is true and complete in all material respects as of the date each such submission.
- k. To Subcontractor's knowledge no Director or Officer of the Owner or any Affiliate of the Owner, nor any relative thereof (i.e. parent, spouse or child), (i) is retained or employed, directly or indirectly in a material position for, or is a director or officer of the party or any supplier, customer (other than by bill of lading or transportation contract), contractor or any other entity with which any such party does business, or that is financially involved with any such party in any manner or (ii) is a stockholder owning in excess of 10% of the issued and outstanding shares of the party or any supplier, customer (other than by bill of lading or transportation contract), contractor or any

- other entity with which such party does business, or that is financially involved with such party in any manner.
- i. Each such party carries insurance as required under the Contract Documents and all premiums in respect of such insurance have been paid or will be paid per the terms of the respective insurance agreements.
 - m. That no party to any agreements or contracts to which it is a party is in default thereunder except as, in either case, could not reasonably be expected to have a Material Adverse Effect.
 - n. Each such party is Solvent.
 - o. Each such party's Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other federal or state laws. Each Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto and, to the best knowledge of that party's knowledge, nothing has occurred which would prevent, or cause the loss of, such qualification. The party and each ERISA Affiliate have made all required contributions to each Pension Plan, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Pension Plan.
 - p. There are no pending or, to the best knowledge of the party, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that could reasonably be expected to have a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.
 - q. No ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) neither the party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) neither the party nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) neither the party nor any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.
 - r. The expected post-retirement benefit obligation (determined as of the last day of the party's most recently ended fiscal year of such party in accordance with Financial Accounting Standards Board Statement No. 106, without regard to liabilities attributable to continuation coverage mandated by Section 4980B of the Code) of the party is not material.
4. Subcontractor shall, and shall cause its Sub-Subcontractors, at all tiers, within five Business Days after any such party learns of its occurrence, give the Owner notice of any event or condition that could reasonably be expected to result in a Material Adverse Effect. Each such notice shall be accompanied by a statement of an Officer of the Subcontractor setting forth the details of the event or development requiring such notice and the actions taken or proposed to be taken with respect thereto.

C. TERMS

1. As used in this Rider, the capitalized terms have the meanings as set forth in Exhibit P of the Agreement between Owner and Contractor.

Section 8.21 Anti-Corruption: In performing any services under the Contract Documents, including, without limitation, the Work and/or in any other business transaction involving the Owner or Project, Subcontractor affirms it has not made, promised to make, or authorized any payment or transfer of anything of value, directly or indirectly to: (a) anyone working in an official capacity for a government, government-owned or government-

controlled entity (including employees of a government-owned or government-controlled entity), or public international organization; (b) any political party, political party official, or candidate for political office; (c) an intermediary for payment to any of the foregoing; (d) any officer, director, employee, or representative or any actual or potential customer of the Owner; (e) any officer, director, or employee of Owner or any of its affiliates; or (f) any other person or entity if such payment or transfer would violate the laws of the country in which made or any laws of the United States. It is the parties' intent that no payments or transfers of value shall be made which shall have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business. In further of this understanding, Subcontractor affirms the related warranties and covenants as set forth in Article 16.1 of the General Conditions (A201-2007) of the Contract Documents.

Section 8.22 Sales Tax Exemption. Owner is the owner of a high speed rail system and all tangible personal property purchased by Owner for incorporation into the high speed rail system as a component part thereof ("Eligible Materials") are exempt from sales tax, as imposed by the State of Florida on certain sales transactions (the "Exemption") pursuant to Section 341.840.(3) of the Florida Statutes. Subcontractor shall itself, and cause its Sub-Subcontractors at all tiers, to comply with acquisition requirements related to all Eligible Materials on the Project in accordance with the Contract Documents, including but not necessary limited to the Sales Tax Exemption Rider, attached as Exhibit O to the Agreement between the Owner and Contractor.

Section 8.24: Owner/Contractor Agreement: Subcontractor acknowledges that the Owner/Contractor agreement that is incorporated into the Subcontract by reference imposes certain obligations upon the Subcontractor and that the Subcontractor agrees to undertake said obligations." Except as specifically modified hereby, the terms and provisions of the Subcontract by and between Contractor and Subcontractor shall remain in full force and effect. To the extent this Addendum conflicts with the terms of the Subcontract, this Addendum shall control.

ACCEPTED AND AGREED:

ADF INTERNATIONAL INC.

SUFFOLK CONSTRUCTION COMPANY, INC.

DocuSigned by:
Pierre Paschini
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DocuSigned by:
Mark DiNapoli **Juan Diaz, General Counsel-SE**
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DS JD DS gw DS JBR DS JG



build smart

**EXHIBIT 1
SUBCONTRACTOR WAIVER AND RELEASE UPON
PROGRESS PAYMENT**

Property Name:

Property Location:

Undersigned's Customer:

Invoice/Payment Application Number:

Payment Amount:

The undersigned lienor, in consideration of the sum of \$ _____, hereby waives and releases its lien and right to claim a lien (including its right, if any, to claim against the payment bond(s), if any, the sureties, if any, Suffolk Construction Company, Inc. and All Aboard Florida – Operations LLC) for labor, services and/or materials furnished through _____ [date] to *(insert the name of your customer)* on the job of All Aboard Florida – Operations LLC (the "Owner") to the following described property:

(insert legal description of property)

This waiver and release does not cover any retention, or any labor, services, or materials furnished after the date specified.

Dated this ____ day of _____, 20__.

WITNESSES:

LIENOR:

Name: _____

By: _____

Name: _____

Name: _____

Title: _____

Address: _____

(Seal)

STATE OF FLORIDA) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of _____ ("Lienor"), who executed the foregoing instrument on behalf of Lienor, who acknowledged to and before me that he/she executed said instrument in his/her official capacity as an officer of Lienor and as the act and deed of Lienor after being duly authorized and directed, and who is personally known to me or who produced _____ as identification.

Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission expires: _____

(Seal)



**EXHIBIT 1
SUBCONTRACTOR WAIVER AND RELEASE
UPON FINAL PAYMENT**

Property Name:
Property Location:
Undersigned's Customer:
Invoice/Payment Application Number:
Payment Amount:

The undersigned lienor, in consideration of the final payment in the amount of \$ _____, hereby waives and releases its lien and right to claim a lien (including its right, if any, to claim against the payment bond(s), if any, the sureties, if any, Suffolk Construction Company, Inc. (the "Contractor") and All Aboard Florida – Operations LLC) for labor, services and/or materials furnished to (insert the name of your customer) on the job of All Aboard Florida – Operations LLC (the "Owner") to the following described property (the "Project"): (insert legal description of property)

Further, the undersigned lienor does hereby unconditionally and irrevocably waive, release, remise, relinquish and quit-claim all actions, claims and demands, of any kind whatsoever, which the undersigned lienor ever had, now has, or may have in the future, known or unknown, against the Project, the Owner, the Contractor and their affiliates, partners, members representatives, subsidiaries, agents, employees, insurers, lenders, sureties and all persons acting for any of them, including, without limitation, all claims related to, in connection with, or arising out of, any and all facts, acts, events, circumstances, changes or extra work, constructive or actual delays or accelerations, interferences, terminations and the like which have occurred or may be claimed to have occurred.

Dated this ____ day of _____, 20__.

WITNESSES:

LIENOR:

Name: _____

By: _____

Name: _____

Title: _____

Name: _____

Address: _____

(Seal)

STATE OF FLORIDA) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of _____ ("Lienor"), who executed the foregoing instrument on behalf of Lienor, who acknowledged to and before me that he/she executed said instrument in his/her official capacity as an officer of Lienor and as the act and deed of Lienor after being duly authorized and directed, and who is personally known to me or who produced _____ as identification.

Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission expires: _____

(Seal)



**SUFFOLK CONSTRUCTION COMPANY, INC.
SUBCONTRACT**

THIS AGREEMENT, made as of the 22ND day of JUNE, 2016, by and between ADF INTERNATIONAL INC. of 1401 NORTH UNIVERSITY DRIVE, SUITE 503, CORAL SPRINGS, FL 33071, ("Subcontractor") and Suffolk Construction Company, Inc., of One Harvard Circle, Suite 100, West Palm Beach, FL 33409 (the "Contractor").

WHEREAS, the Contractor has undertaken the construction of ALL ABOARD FLORIDA – MIAMI TERMINAL (JOB #214162), 600 NORTHWEST 1ST AVENUE, MIAMI, FL 33030, (the "Project") in accordance with the provisions of a construction contract (the "General Contract") between the Contractor and ALL ABOARD FLORIDA – OPERATIONS LLC, of 2855 LE JEUNE ROAD, 4TH FLOOR, CORAL GABLES, FL 33134, (the "Owner").

NOW, THEREFORE, in consideration of the agreements contained in this Subcontract, the Subcontractor and Contractor mutually agree as follows:

DEFINITIONS

The following words and phrases shall have the meanings set forth opposite them:

“Bonds are Required” when the box next to “Yes” is marked: Yes No

“Completion Date” shall mean the date for Substantial Completion of Subcontractor’s Work OCTOBER 1, 2017

“State” shall mean the state in which the Project is located.

“Subcontract Sum” shall mean TWENTY-EIGHT MILLION SIX HUNDRED EIGHTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS (\$28,684,800.00).

“Work” shall mean the work described in Article 1 and in Exhibit B for STRUCTURAL STEEL INSTALLATION.

INDEX TO SUBCONTRACT

Article 1:	The Work
Article 2:	Time of Commencement and Substantial Completion
Article 3:	Subcontract Amount
Article 4:	Payment
Article 5:	Time
Article 6:	Extensions
Article 7:	Bonds
Article 8:	Subcontract Terms and Conditions
8.1.	Scope of Work
8.2.	Performance of Work
8.3.	Dependence of Work
8.4.	Statutory and Regulatory Compliance
8.5.	Equal Opportunity Compliance/Nondiscrimination
8.6.	Contractor's Rights and Remedies
8.7.	Assignment
8.8.	Indemnification
8.9.	Insurance
8.10	Warranty
8.11	Mechanics Liens
8.12	Claims

- 8.13 Changes
- 8.14 Cooperation
- 8.15 Records
- 8.16 Disputes
- 8.17 Miscellaneous (Including Discipline, Safety, Stored Materials, Clean up, Right of Offset, Maintenance of Equipment, Signage, Names in Event of Emergency, Effective Date, Confidentiality of Information, Jurisdiction, Waiver, Separability)

Article 9: Final Agreement

Exhibit "A" List of Contract Documents (may be omitted)

Exhibit "B" The Work

Exhibit "M" Form Payment and Performance Bonds [if Bonds are required]

ARTICLE 1. THE WORK.

The Subcontractor agrees to furnish, provide and install all labor, supervision, materials, equipment, plant, supplies, tools, scaffolding, hoisting, transportation, layout (including engineering where necessary), unloading and handling, work and other services, and everything else required to perform and complete the Work required by the General Contract between the Contractor and the Owner as specified in the applicable sections of the specifications, together with all other related plans and Contract Documents (as defined in this Subcontract). All of the foregoing is to be furnished and performed in accordance with the General Contract and the Contract Documents referred to in the General Contract, including the drawings, plans and specifications and addenda thereto prepared by the architect (the "Architect"), the General Conditions of the Contract for Construction and (if any) the Supplementary General Conditions and Special General Conditions and any Exhibits thereto, all of which are collectively referred to as the "Contract Documents". Terms used in this Subcontract which are defined in the Contract Documents shall have the same meanings as designated in the Contract Documents. The Subcontractor agrees to be bound to the Contractor with respect to the Work by all the terms of the Contract Documents, and further agrees to assume to the Contractor with respect to the Work, all obligations and responsibilities which the Contractor has assumed to the Owner with respect to the Work except to the extent that provisions in the Contract Documents are by their terms or by law applicable only to Contractor. The Subcontractor shall require that all of its lower tier subcontractors and suppliers be bound unto Subcontractor in the same manner as Subcontractor is bound unto Contractor.

In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

- First Priority: This Subcontract
- Second Priority: Exhibit "B" – The Work
- Third Priority: All other Exhibits to this Subcontract
- Fourth Priority: Change Order with later date having greater priority
- Fifth Priority: Owner/Contractor Agreement (with Exhibits)
- Sixth Priority: Drawings
- Seventh Priority: Specifications
- Eighth Priority: Supplementary General Conditions (If any)
- Ninth Priority: General Conditions

ARTICLE 2: TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.

Contractor shall give the Subcontractor a forty-eight (48) hour notice to proceed upon which Subcontractor shall man the project in accordance with Contractor's construction schedule (as it may be reasonably amended from time to time). Subject to authorized adjustments, the Work shall be substantially completed not later than the Completion Date.

ARTICLE 3: SUBCONTRACT SUM.

The Contractor agrees to pay the Subcontractor as full payment for all work, labor, materials, taxes, fees and all other matters to be performed or furnished by the Subcontractor under this Subcontract, the total price and sum of the Subcontract.

ARTICLE 4: PAYMENT.

Within ten (10) days after Contractor's receipt of good funds from Owner and provided Subcontractor's rate of progress and general performance are satisfactory, Contractor shall pay to Subcontractor ninety percent (90%) of the value of the Work properly performed during the previous month. Receipt of progress and/or final payments by the Contractor from the Owner with respect to the Work shall be, in each instance, a condition precedent to the Subcontractor's rights to receive payment from Contractor. Subcontractor agrees that in the event Contractor is required to post a Payment Bond pursuant to Chapter 713 or §255.05 of the Florida Statutes, that payment to Subcontractor and/or to any subtrade of any of the Subcontractor shall be expressly contingent upon the prior payment by the Owner, and waives all claims against the Contractor's Bond to the extent that payment has not been received by Contractor from Owner. The Subcontractor's applications for partial payments and final payment ("Requisitions") are to be submitted to the Contractor in the form set forth in one of the exhibits incorporated through Exhibit "A" and/or in the manner required by the Contractor, and shall specifically itemize all sales tax included in such application, where applicable. Each Requisition must be supported by such data substantiating the Subcontractor's right to payment as the Contractor, Owner, Owner's Lender and/or Architect may require, including releases of lien from all sub-subcontractors, laborers and material men of the Subcontractor, confirming that they have been paid through the date of the requisition for which payment is being made to the Subcontractor. The Contractor also reserves the right at its sole discretion to issue a joint check to the Subcontractor and any supplier or debtor of Subcontractor or to make direct payments to any supplier or debtor of Subcontractor, provided that upon issuance of the check, Subcontractor and said supplier or debtor shall issue a Release of Lien and Bond rights.

As a condition precedent to final payment, Contractor shall require the Subcontractor to provide evidence (including releases) that all payroll, materials, equipment, sub-subcontractors and suppliers have been paid in full for work on the Project.

Prior to submission of the first Requisition, the Subcontractor will deliver to the Contractor, for review and approval, a detailed breakdown of the Subcontract Amount showing a Schedule of Values for the various parts of the Work. Once accepted, this Schedule of Values will be used as a basis for payment of the Subcontractor's monthly Requisition. If the Owner agrees to pay for stored materials, Subcontractor may include stored materials in its Requisition subject to the Owner's and Lender's approval and requirements, and providing adequate insurance coverage and transferring title to those materials free and clear of all liens. Requisitions shall be submitted monthly on or before the 25th day of the month or on a schedule to be furnished to the Subcontractor by the Contractor. Failure to submit any such Requisition on a timely basis may result in the postponement of payment under such Requisition until payment on the next Requisition is due. The Subcontractor shall only be entitled to payment in the amount approved by the Contractor and the Architect or Owner with respect to said Requisitions. The value of any materials, equipment and Work included in a Requisition for payment which is found unacceptable by the Contractor or the Architect may be deducted from that or any subsequent Requisition.

Retainage held on the Subcontractor shall be reduced at Substantial Completion as and when Owner releases retainage to Contractor. Retainage shall be paid to Subcontractor less such amounts as the Architect or Contractor shall determine for all incomplete Work and unsettled claims as provided for in the Contract Documents. Retainage shall be paid upon Contractor's receipt of such retainage from the Owner, with receipt of such retainage from Owner being a condition precedent to Contractor's obligation to pay retainage.

In addition to the foregoing requirements, final payment, constituting the entire unpaid balance of the Subcontract Amount, shall be due only when the Subcontractor shall execute and deliver to the Contractor a final release and lien waiver, in a form satisfactory to the Contractor, of all claims of the Subcontractor against the Owner and Contractor, an affidavit listing all sub-subcontractors, material men, and union benefits payments (where applicable) and certifying that there are no liens, claims or demands by sub-subcontractors, materialmen, laborers, other employees or third persons, and a certificate from the appropriate state and local taxing authority evidencing payment of all applicable taxes and provide all as-built drawings, maintenance manuals and warranties necessary or required in connection with the Work. The Subcontractor's acceptance of final payment shall constitute full and final settlement of all obligations of the Owner and Contractor to the Subcontractor with respect to this Subcontract, except those claims which Subcontractor has specifically reserved in writing, with amounts of each such claim specified. Failure to specify the amount of any claim so reserved shall constitute a waiver of such claim.

ARTICLE 5: TIME.

The Subcontractor agrees to perform the Work diligently and to provide a sufficient number of properly skilled and supervised workmen in accordance with the directions of the Contractor and in compliance with the project schedules of the Contractor. It is specifically understood that time is of the essence for the performance of the Subcontractor's obligations under this Subcontract. If at any time Subcontractor's actual progress is inadequate to meet the requirements of this Subcontract, Contractor may notify Subcontractor who shall then take such steps as may be necessary to improve its progress. If within a reasonable period as determined by the Contractor, Subcontractor does not improve its performance to meet the currently approved progress schedule, Contractor may require an increase in Subcontractor's labor force, number of shifts, overtime operations, weekend work, all without additional cost to the Contractor. Neither such notice, nor Contractor's failure to issue such notice shall relieve Subcontractor of its obligation to achieve the quality of Work and the rate of progress required by this Subcontract. Project float provided for in the project schedule is for the exclusive use of the Contractor and Contractor may backcharge to the Subcontractor damages suffered by the Contractor caused by a delay of the Subcontractor in the performance of this Subcontract.

ARTICLE 6: EXTENSIONS.

The Subcontractor agrees that it shall have no claim for money damages or additional compensation for delay no matter how caused, but for any delay or increase in the time required for performance of this Subcontract not due to the fault of the Subcontractor, the Subcontractor shall be entitled only to an extension of time for performance of its Work. Written notice of all claims for any extension of time shall be submitted to Contractor within ten (10) days of the date when Subcontractor knows (or should know) of the event which causes such delay, or such claim shall be considered waived by Subcontractor.

The Subcontractor shall be entitled to an extension of time for performing and completing the Subcontract Work upon the same terms and conditions that an extension of time is allowable under the Contract Documents.

ARTICLE 7: BONDS.

If Bonds are Required (as determined from the first page of this Subcontract), the Subcontractor shall, prior to commencing work under the Subcontract, execute and deliver to the Contractor performance and payment bonds each in the penal sum equal to the Subcontract Amount and in the form attached hereto as Exhibit "M" and with sureties acceptable to the Contractor. The Subcontractor's failure to furnish any required bonds within ten (10) days of the execution of this Subcontract shall be grounds for termination of this Subcontract, at the sole discretion of Contractor.

ARTICLE 8: SUBCONTRACT TERMS AND CONDITIONS.

8.1 Scope of Work. The intent of the Contract Documents is to include all items necessary for the proper execution of the Work. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. Items omitted from the Contract Documents shall be included within the scope of the Work if they are required by applicable law, regulation, or code, if they are reasonably inferable from the intent of the Contract Documents, or if they are necessary to produce the intended results.

8.2 Performance of Work. The Subcontractor agrees to perform, obtain, furnish and provide at its expense all work, labor, materials, tools and equipment necessary to complete the Work in a good and workmanlike manner, in accordance with the Contract Documents to the full satisfaction of the Architect, Contractor and Owner and in compliance with the directions and job schedule of the Contractor and in proper cooperation with the Contractor and other subcontractors so as not to delay or otherwise interfere with or obstruct their work. The Subcontractor agrees to cleanup after the Subcontractor's Work, failure to do so expeditiously, after notification by the Contractor, said cleanup may be completed by Contractor, and charged to the Subcontract account by reducing the outstanding Subcontract balance and/or retainage.

The Subcontractor agrees to proceed at once to prepare all required shop drawings, samples, certificates and similar information which will meet with the approval of the Contractor and Architect, and to furnish said required submissions within two (2) weeks of the execution of this Subcontract or such other reasonable period of time as is specified in writing by the Contractor. By submitting shop drawings and samples, the Subcontractor represents that the Subcontractor has determined and coordinated all field and shop measurements, field construction criteria, catalog numbers and similar data and that the Subcontractor has checked and coordinated each shop drawing and sample with the requirements of the Work and Contract Documents. The Subcontractor shall give the Contractor notice of, and opportunity to be present at, all inspections and testing with reference to the Work. The Subcontractor agrees that the Architect shall have the authority to

reject Work which does not conform to the Contract Documents. The Subcontractor shall, within twenty-four (24) hours or such reasonable time as the Contractor allows, at its own cost and expense, repair or replace all Work or materials rejected by the Architect, Contractor, or Owner as defective or failing to conform to the Contract Documents, whether such defect is observed before or after Final Completion of the Work and whether or not fabricated, installed or completed.

8.3 Dependence of Work. If the Subcontractor determines that any previous work required to be performed under the Contract Documents, or any portion of work on which the Subcontractor's Work is dependent is not in accordance with the Contract Documents, the Subcontractor shall, prior to commencing that portion of the Work, promptly notify the Contractor in writing. Commencement of work in a particular area will be acknowledged as acceptance of the surfaces and conditions within that particular area and any further preparation or cleaning of the area after acceptance will be the Subcontractor's responsibility.

8.4 Statutory and Regulatory Compliance. The Subcontractor shall promptly notify the Contractor and Architect in writing of any variance between the Contract Documents and applicable laws, statutes, ordinances, regulations and building codes of the locality in which the Work is done, as well as any conflict among the Contract Documents which the Subcontractor discovers or should have discovered (based on the experience of experienced subcontractors performing the type of work described in Exhibit B) or by reasonable study of said Contract Documents. If the Subcontractor proceeds without instructions from the Contractor, the Subcontractor shall do so at its own risk. Any instruction to the Subcontractor shall be given in writing, and any claims of the Subcontractor derived from such instructions shall be governed by Paragraph 8.12.

If the Subcontractor performs any Work knowing it to be contrary to any applicable law, ordinance, rule, regulation or building code, the Subcontractor shall assume full responsibility for and shall bear all costs attributable to that Work. The Subcontractor shall defend, indemnify and hold harmless the Contractor and Owner for any loss or damage resulting from such violation.

The Subcontractor shall, at its own cost and expense, apply for and obtain all necessary licenses and permits and shall pay all fees and inspections necessary for the proper execution and completion of its Work. The Subcontractor shall pay all sales, consumer, use and all other applicable taxes for the Work or portions of the Work, and shall provide reasonable evidence of such payment.

8.5 Equal Opportunity Compliance/Non-Discrimination. During the performance of this Subcontract, the Subcontractor agrees as follows:

8.5.1 The Subcontractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, ancestry, age, religion or liability for services in the armed forces of the United States. The Subcontractor will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the Contractor setting forth the requirements of the Equal Opportunity Clause.

8.5.2 The Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, sexual preference, national origin, ancestry, age, or liability for services in the armed forces of the United States.

8.6 Contractor's Rights and Remedies.

8.6.1 The Contractor shall have the right, without invalidating this Agreement, to make changes in the Work to be performed under this Subcontract. Such changes may consist of (i) changes in the scope of the Work as such is defined in the Contract Documents; (ii) changes in the Work (including deletions of portions of the Work) ordered by the Contractor; or (iii) changes in the Work which occur as a result of the Subcontractor's default in the performance of its obligations under this Subcontract. Adjustment of the Subcontract Amount for the changes described in (i) and (ii) above shall be determined according to the manner set forth in the Contract Documents for reimbursement of Change Orders; adjustment of the Subcontract Amount for the changes described in (iii) shall be determined in the manner set forth in Paragraph 8.6.2.

8.6.2 If the Subcontractor at any time defaults in any of its obligations under this Subcontract, neglects to carry out the Work in accordance with the Contract Documents, fails to supply a sufficient number of properly skilled workmen or materials of the proper quality or quantity, fails in any respect to prosecute the Work promptly or diligently, or fails to maintain the Contractor's job schedules the Contractor may, after twenty-four (24) hours' written notice to the Subcontractor (unless Subcontractor cures such default within said period or, if more time is required to complete the cure, commences such cure within said period and diligently and promptly completes such cure) and without prejudice to any other remedy he may have (i) provide any such labor and materials and deduct the cost thereof from any money due or thereafter becoming due to the Subcontractor or (ii) terminate the employment of the Subcontractor and enter upon the Project and take possession of all materials and equipment whatsoever thereon, including, without limitation, all materials stored on or off site, and employ any other person or persons to finish the Work and provide materials therefore. If the Contractor undertakes to correct such deficiencies provided in (i) of this Paragraph or to terminate this Subcontract as provided in (ii) of this Paragraph, the Subcontractor shall not be entitled to receive any further payments under this Subcontract until all work at the Project is completed.

In the event the Contractor undertakes to correct the Subcontractor's deficiencies pursuant to (i) above and not terminate this Subcontract, appropriate Change Order(s), under Paragraph 8.13, shall be issued, deducting from the payment then or thereafter due (a) all of the Contractor's direct and indirect costs of correcting such deficiencies or completing the Work and (b) the cost to the Contractor of any delay made necessary by the Subcontractor's default, neglect, failure or termination; whereupon the Subcontract Amount shall be appropriately reduced by any of the above costs. If the cost of such remedial action shall exceed the unpaid balance of the Subcontract Amount, the Subcontractor shall promptly pay such difference to the Contractor. If the cost of completing the Work of this Subcontract exceeds the unpaid balance of the Subcontract Amount, the Subcontractor shall promptly pay such difference to the Contractor.

8.6.3 Additionally, the Contractor shall have the right to terminate this Subcontract pursuant to the provisions of Paragraph 8.6.2 if the Subcontractor (i) shall file for bankruptcy protection or generally become involved in financial difficulties so that it is unable to pay its debts generally as they become due or (ii) shall suffer adverse changes in its financial position which substantially impede the Subcontractor's performance under this Subcontract

8.6.4 In the event of a termination of the Work not caused by a default of the Subcontractor, including those caused by the failure or refusal of the Owner to approve the Subcontract or the failure of the Owner and Contractor to enter into a General Contract, the Subcontractor shall be compensated for the cost of the work completed prior to termination and to the amount for which the Contractor is first compensated by the Owner, but shall not be entitled to any overhead or profit on that portion of the Work which is not performed. Receipt of payment from Owner for such termination shall be a condition precedent to Subcontractor's right to receive payment hereunder. Any claims of the Subcontractor arising out of the Subcontractor's termination pursuant to this paragraph shall be governed by Paragraph 8.12.

8.7 Assignment.

8.7.1 Assignment by Contractor. The Contractor may assign its rights and obligations under this Subcontract to the Owner and/or Owner's lenders. The Contractor shall remain primarily liable under this Subcontract for the performance of all the Contractor's obligations set forth in this Subcontract until the time such assignment becomes effective, whereupon the Contractor shall be relieved of any and all of its obligations under this Subcontract, the Subcontractor agreeing to accept such assignee and the substitution of the Contractor, and shall look solely to the assignee for payment. It is agreed that in the event of such assignment the Subcontractor shall remain bound by the terms of this Subcontract.

In the event of a termination of the General Contract between the Owner and the Contractor for any reason, this Subcontract may, at the sole option of the Owner or its lender providing construction financing, be assigned to the Owner or any lender providing construction financing or assigned to another contractor, and the Subcontractor shall continue to work as though this Subcontract was with the assignee. Said assignment shall become effective only upon written notice by the Owner or such lender that the Owner or such other contractor is assuming this Subcontract. The Subcontractor shall execute any instruments necessary to confirm such assignment. By executing this Subcontract, the Subcontractor confirms and assents to the aforementioned rights of assignment and assumption.

8.7.2 Assignment by the Subcontractor. The Subcontractor acknowledges and agrees that neither this Subcontract nor the Work, nor any part of the Work, nor the Subcontractor's right to receive payment under this Subcontract shall be assigned nor sublet without the prior written consent of the Contractor, and any attempt to do so shall constitute an abandonment by the Subcontractor of this Subcontract and an additional cause for termination pursuant to Paragraph 8.6. Any such assignment shall be void, and the assignee shall acquire no rights in this Subcontract or to any payment due under this

Subcontract. No sub-subcontract or assignment by the Subcontractor shall under any circumstances operate to relieve the Subcontractor of its obligations under this Subcontract.

8.8 Indemnification. To the fullest extent permitted by law, the Subcontractor hereby releases and shall defend, indemnify and hold harmless the Contractor, Owner, Architect and their respective agents, officers, employees and partners (hereinafter collectively "Indemnitees") from and against all claims, damages, losses, expenses (including, but not limited to reasonable attorneys' fees), liabilities, interest, judgments, whether arising before or after completion of the Work hereunder, which (i) are attributable to injury, sickness, disease, or death or to injury or to destruction or damage to property (other than the Work itself), including loss of use there from and (ii) are caused, or claimed to be caused, in whole or in part by any default or negligent act or omission of the Subcontractor, its sub-subcontractor(s) or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified under this Subcontract; and (iii) are caused, or claimed to be caused, by breach of Subcontractor of any representation, warranty, covenant, or performance obligation of this Subcontract. Such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Contractor or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Subcontractor or any of the Subcontractor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. The parties mutually acknowledge that the amount of indemnity provided for herein is equal to the limits of aggregate insurance provided by Subcontractor under this Agreement or \$1 Million, whichever is greater, and that the requirements of §725.06, Fla. Stat. as modified by Chapter No. 2001-211 (SB-428) have been fulfilled and apply to this section. The aforesaid indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor Workmen's Compensation, Disability Benefit Acts or other employee benefit acts. Subcontractor specifically waives any immunity provided against this indemnity by worker's compensation statute. The Subcontractor shall provide in the policy of comprehensive general liability insurance required by this Subcontract a contractual indemnity endorsement which insures Subcontractor's liability under the provisions of this Paragraph.

8.9 Insurance.

8.9.1 The Subcontractor shall purchase and maintain such insurance as will protect itself from claims set forth below, which may arise out of, or result from its operations under this Subcontract, whether such operations be by itself, or by any sub-subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including coverage for the following:

- 1) Claims under Worker's or Workmen's Compensation Disability Benefits, and other Employee Benefit Acts required by the state in which the project is located, whether or not Subcontractor utilizes leased employees, or labor services for its Work;
- 2) Claims for damages because of Bodily Injury, occupational sickness or disease, or death of its employees or other persons;
- 3) Claims for damages, other than to the Work itself, because of injury to, or destruction of tangible property, including loss of use resulting there from;
- 4) Claims for damages because of Bodily Injury, or death of any person, or property damage, arising out of the ownership, maintenance, or use of any motor vehicle; and
- 5) "COMPLETED OPERATIONS" Coverage which shall remain in effect for a minimum of one (1) year after acceptance of the Contractor's completed work by the Owner, or throughout the warranty period (under the Contract Documents and applicable state statutes), whichever is longer. (A Specific Endorsement may be required to all Subcontractor's Liability Insurance Policies, showing this extension of coverage).
- 6) Claims which may arise out of or result from explosion, collapse or underground (XCU) operations.

8.9.2 The Limits of Liability Shall Not be Less Than The Following:

GENERAL LIABILITY

Bodily Injury & Property Damage	\$1,000,000.00 per occurrence
General Aggregate	\$1,000,000.00 per project
Products & Completed Operations	\$1,000,000.00 annual aggregate
Automobile Liability	\$1,000,000.00 Combined single limit
Employers Liability/	\$ 500,000.00 each accident or statutory limits
Worker's Compensation	\$ 500,000.00 disease per employee or statutory limits
	\$ 500,000.00 disease policy aggregate or statutory limits
Umbrella Liability	\$3,000,000.00 per occurrence
	\$3,000,000.00 per project aggregate

8.9.4 The insurance required by Subparagraph 8.9.1 above shall include Contractual Liability Insurance Coverage, applicable to the Subcontractor's obligations under paragraph 8.8 of this Agreement. Such insurance shall include a Waiver of Subrogation in favor of Contractor, Owner, their subsidiaries and affiliates. In the event an endorsement is required in order to obtain such Waiver of Subrogation, Subcontractor shall cause the policies to be so endorsed.

8.9.5 Certificates of Insurance acceptable to the Contractor and/or the Owner, shall be filed with the Contractor prior to commencement of the Work. These Certificates of Insurance shall contain a provision that coverage afforded under the applicable policies will not be canceled, altered, or amended, or not renewed, unless at least thirty (30) days prior written notice has been given the Contractor. This thirty (30) day notice requirement must also appear, by Endorsement, on all Subcontractor's policies. The Subcontractor, if requested, shall provide to Contractor copies of its complete insurance policies, certified if requested, which evidence coverages required by this Agreement. Insurance coverages must be provided in a format acceptable to Contractor by insurance companies licensed to do business in the State, and acceptable to the Contractor and/or the Owner.

8.9.6 The Subcontractor shall name the "Contractor, the Owner and/or any other interested parties as designated by the Owner", as Additional Insureds on a primary, non-contributing basis on all Liability Policies of the Subcontractor, throughout the duration of the Project on ISO form CG 2010 (11/85 ed.), or its equivalent, and shall continue to so name those entities on those policies upon their renewal for the additional two (2) years after acceptance of the Contractor's completed work by the Owner. Subcontractor shall provide reasonable evidence of completed operation coverage if required by Contractor as a condition precedent to final payment. The Liability Policies will provide defense and indemnity to the Additional Insureds for any and all claims arising out of the Subcontractor's work. The insurer's defense and indemnity obligations shall not be limited to claims in connection with the Contractor's supervision of the Subcontractor's work.

The Subcontractor agrees to notify the Contractor of any substantial claims (paid or reserved) applied against the aggregate of any of the required insurance policies. The full aggregate general liability policy limits required above shall be available with respect to the Subcontractor's obligations hereunder, and the Subcontractor shall obtain a project specific aggregate limit endorsement confirming such coverage.

8.9.7 Property Insurance Coverage may be provided by the Owner, and may be limited to coverage for the Owner, Mortgagee and Contractor only, and limited to the perils of Fire, Lightning, Explosion (excluding Steam Boilers), Wind, Hail, Riot or Civil Commotion. Each Subcontractor may be responsible for any deductible amount assessed on any covered property loss, if insured.

8.9.8 The Subcontractor, and/or sub-subcontractors and/or suppliers who supply materials for the work, shall be solely responsible for, and pay for the protection of and insuring the materials at all times, including while stored off premises and while the materials are in transit to the job site, until incorporated into the Work and transferred to and accepted by the Owner. If materials and equipment are to be paid for prior to incorporation into the Work and transfer to the Owner, the Subcontractor shall purchase and maintain insurance coverages on the property, in a format protecting the property, regardless of its location, for the "All Risk or Risks of Physical Loss" type perils, which are to include Weather damage, Theft, Vandalism, and Malicious Mischief. Such insurance shall include a Waiver of Subrogation in favor of Contractor, Owner, their subsidiaries and affiliates. In the event an endorsement is required in order to obtain such Waiver of Subrogation, Subcontractor shall cause the policies to be so endorsed. Any Deductible Clause chosen shall be the sole responsibility of the Subcontractor, and shall be subject to the written approval of the Contractor and/or the Owner. This insurance shall be in a format acceptable to the Contractor and/or the Owner, and shall insure for the "Replacement Cost"

of the materials with no Co-Insurance applicable. The Contractor and/or the Owner, As Their Interest May Appear, shall be the "Loss Payee" on any such policy, if so requested. Evidence of coverage, acceptable to the Contractor and/or the Owner, shall be provided by the Subcontractor prior to payment being made by the Contractor and/or the Owner for the materials.

8.9.9 At all times, and under all conditions, the Subcontractor is solely responsible for any and all of its equipment, tools, materials, and the like, which are not intended to be incorporated into the work, whether owned, leased, rented, borrowed, or otherwise.

8.9.10 In the event the Subcontractor fails to obtain and maintain the required insurance coverage, or to provide the policies and/or the certificates of such insurance, then Contractor, in addition to, and without limiting any other rights or remedies Contractor may have under this Subcontract or otherwise at law or in equity, may, but shall not be obligated to, take any and all actions Contractor reasonably deems necessary to obtain the necessary coverages on Subcontractor's behalf and backcharge all cost incurred to Subcontractor. This paragraph shall survive completion of the Work.

8.10 Warranty. The Subcontractor warrants to the Contractor, Architect and Owner that all materials and equipment furnished under this Subcontract shall be new unless otherwise specified in the Contract Documents, applicable state statutes, and that all of the Work shall be of good quality, free from fault and other defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved, may be considered defective. The Subcontractor shall execute a written guaranty and warranty applicable to all phases of the Work in accordance with this Subcontract and all other applicable provisions of the Contract Documents pertaining to warranties and guarantees.

Warranties shall commence as of the date of the Final Completion of all work at the Project and shall continue for a period of no less than one year unless a longer period is otherwise provided in the Contract Documents or unless the manufacturer provides a longer warranty. All guarantees shall be enforceable directly by the Owner if the Owner so elects. The Subcontractor warrants and guarantees that title to all work, materials and equipment covered by a Requisition shall vest with the Contractor on or before the receipt of payment by the Subcontractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens"); and that no work, materials or equipment covered by a Requisition shall have been acquired by the Subcontractor or any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or lien thereon is retained by the seller or otherwise imposed by the Subcontractor or such other person.

The Subcontractor further warrants that the materials and equipment furnished under this Subcontract shall not infringe any valid patent, copyright or trademark and that the Subcontractor shall indemnify and hold harmless the Contractor, Owner and Architect from and against any loss or damage, including attorneys' fees, which results directly or indirectly from any infringement, or any action or claim of infringement.

Subcontractor further warrants that it shall be responsible for all statutory warranties required of Contractor under Florida law, as applicable to Subcontractor's Work.

8.11 Construction Liens. Subcontractor hereby agrees to defend, indemnify and hold harmless Contractor, Owner and any applicable sureties from and against any laborer's, materialmen's or other similar lien or bond claim filed or asserted by Subcontractor or any of its sub-subcontractors, materialmen or suppliers (of any tier) in connection with the Work. In the event that such lien or bond claim is filed, Subcontractor shall, upon forty-eight (48) hours' written notice, cause such lien or bond claim to be released and discharged, or file a bond to secure discharge of such lien or bond claim. In the event that Subcontractor shall fail to do so, Contractor shall have the right to pay all sums necessary to obtain the release of such lien or claim and discharge or to file a bond in lieu of such lien (including reasonable attorneys' fees, bond or other premiums and costs). Contractor shall have the right to deduct all amounts so incurred from this Subcontract Amount.

8.12 Claims. The Subcontractor shall not make any claims for additional compensation for any work performed by the Subcontractor or for damages sustained by the Subcontractor by reason of any act or omission of the Contractor, Owner, or Architect during the performance of this Subcontract unless such work is done pursuant to, or such damages are sustained as a result of, a written order from the Contractor and such claim is made in the manner set forth in the Contract Documents. Notice of all such claims (including disputes over the scope of work and requests for extensions of time) shall be given to the Contractor in writing within ten (10) business days (unless a shorter period is specified in the Contract Documents) after the occurrence of the event giving rise to such claim, or the claim shall be considered waived and abandoned by the Subcontractor. In connection with any such claims, the Contractor agrees to allow the Subcontractor to

use the Contractor's name in procedures set up in the Contract Documents or as provided by law for the prosecution of such claims. The Contractor further agrees, upon reasonable notice, to include any claims of the Subcontractor in any action brought by the Contractor against the Owner. The Subcontractor agrees to become a party to and be bound by any legal and/or arbitration proceedings involving the Contractor, the Architect, or the Owner to the extent that such proceedings involve any of the rights or obligations of the Subcontractor. The Subcontractor agrees to be bound by the results of any proceedings in the same manner that the Contractor is bound by such results under the Contract Documents.

The parties mutually, knowingly, and voluntarily acknowledge the waiver of a jury trial, and agree that any litigation will be decided by a Court of competent jurisdiction without a jury.

Contractor superintendents and other field personnel are not authorized to approve a change to this Subcontract or extra work under this Subcontract. Contractor superintendents and field personnel can verify the amount of time and materials Subcontractor devotes to work, for which the Subcontractor claims it is entitled to extra compensation, but such verification shall not constitute agreement that the work in question is extra work entitling Subcontractor to additional compensation. The Contractor project manager is authorized to approve changes (increases or decreases) involving amounts up to \$15,000.00; larger amounts require the approval of Contractor project executives, vice presidents, or the President.

In the event of a claim, dispute or any other matter in question arising out of or related to the provisions of this Paragraph 8.12, the Subcontract or the breach thereof, the Subcontractor shall carry on the Work and maintain the job progress schedule as directed by the Contractor during any proceedings to settle the dispute, unless otherwise directed by the Contractor in writing. In no event shall delay in the resolution of any dispute excuse the prompt performance of the Work. The Subcontractor understands that no officer, employee or other representative of the Owner or Contractor has authority to waive compliance with this provision, except for the President or a Vice President.

8.13 Changes. All changes to this Subcontract and all changes in the scope of the Work, except those resulting from Subcontractor's default in the performance of its obligations under this Subcontract, shall be confirmed in a writing signed by the Contractor and Subcontractor after the ordering of such change, pursuant to Paragraph 8.6.1 by the Contractor.

8.14 Cooperation. The Subcontractor agrees to procure materials and supplies from such sources and to perform all of its Work on the Project with labor and subcontractors that will work harmoniously with other elements of labor involved in the construction of the Project.

In the event any labor dispute or difficulty is created by or results from the operations of the Subcontractor in connection with the Work, and causes or results in a delay, interference or stoppage of any portion of the Work, or any portion of the work of Contractor or any other subcontractor, and such delay or interruption continues in the aggregate for two (2) or more business days, the Contractor may terminate this Subcontract pursuant to Paragraphs 8.6.2 and/or 8.6.3 of this Subcontract and the Contractor shall have all of the rights and remedies provided in this Subcontract or at law. The Subcontractor expressly agrees not to participate in or accede to any stoppage in the Work which may result from any labor dispute.

8.15 Records. With respect to all or any portion of the Work, including, but not limited to each Change Order (Paragraph 8.13) or claim for extra compensation, the Subcontractor shall keep separate and accurate records of accounts in a manner acceptable to the Contractor with respect to all of its costs directly allocable to the Work and shall, upon request by the Contractor, make such records, invoices and other information pertaining to the Work available for inspection by the Owner and Contractor or other designee for the limited purpose of verifying requests for payment when costs are the basis of such payment and for evaluating the reasonableness of proposed Subcontract price adjustments and claims. Such records shall be maintained in such a manner as to permit all costs incurred in connection with the performance of this Subcontract to be specifically identified.

To the extent required by law or the Contract Documents, payrolls and other records for all laborers and mechanics employed in the construction of the Project shall be maintained during the course of the Work and preserved for a period of three (3) years following Final Acceptance. Payroll records shall contain the name, address, social security number, hourly wage, daily and weekly number of hours work, gross wages earned, deductions made, actual wages paid and benefits, if any, paid. To the extent required by law or the Contract Documents the Subcontractor and all sub-subcontractors shall, on a weekly basis, provide copies of such payroll records to the Contractor. To the extent required by law or the Contract Documents, the Subcontractor and all sub-subcontractors shall provide the Contractor with monthly reports in a form and manner acceptable to the Contractor which shall set forth the total number of workmen employed on the Project, as well as the total number of minority and female workers and apprentices, and any other such records required by the Contract Documents, all such totals itemized by trade classifications.

8.16 Disputes. Any claim for an adjustment to the Subcontract Sum or Time of performance which cannot be resolved by negotiation shall be considered a dispute within the meaning of this section. For all claims in excess of \$50,000.00, Subcontractor shall certify that the claim is made in good faith; that the supporting data is accurate and complete; and that the amount requested accurately reflects the adjustment for which Subcontractor believes that Contractor is responsible. Notwithstanding any provision contained in any Contract Documents requiring arbitration, Subcontractor agrees that any specific dispute under this Subcontract with a claim less than \$50,000.00 shall be submitted to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, upon Contractor's election. Each such dispute which is submitted to arbitration shall be heard before the American Arbitration Association in the State, which shall be West Palm Beach, Florida in the case of projects located in Florida or states served by the West Palm Beach office of the American Arbitration Association, unless the Contractor and Subcontractor agree on some other location. All disputes (single or aggregate) which exceed \$50,000.00 or where injunctive relief is sought, shall be decided by a court of competent jurisdiction, trial by jury being expressly waived, unless the parties agree otherwise. Subcontractor agrees to pay all reasonable attorneys' fees and costs of litigation incurred by the Contractor in enforcement of the provisions of this Subcontract, or the collection of damages for Subcontractor's breach of same.

The Subcontractor agrees, upon Contractor's written demand, to become a party to and be bound by any arbitration, litigation or other proceeding involving the Contractor, the Architect or the Owner to the extent that such proceedings involve any of the rights or obligations of the Subcontractor under this Subcontract.

Contractor and Subcontractor agree that for all disputes under this Subcontract, responsible persons selected by each party will meet together and use good faith efforts (including exchange of all necessary documentation) to resolve the issue between them within fifteen (15) days of the written request of either party. The holding of at least one such "principal's meeting" shall be a condition precedent to mediation. In the event the dispute is not resolved by the principal's meeting, the Contractor and Subcontractor agree to attempt in good faith to resolve the dispute by non-binding mediation with a mediator mutually agreed to by Contractor and Subcontractor. Mediation shall be initiated by a written request from the Contractor or Subcontractor to the other specifying the dispute(s) to be mediated. Such mediation shall be a condition precedent to the commencement of litigation or arbitration, unless delay would irrevocably prejudice Contractor or Subcontractor in which event the litigation or arbitration, as the case may be, may be commenced but shall be stayed pending mediation under this provision. If the dispute has not been resolved pursuant to the mediation procedure within 30 days of the commencement of such procedure, which shall mean the first joint session with the mediator, the dispute shall be determined in accordance with the provisions of the first paragraph of this Paragraph 8.16. The fees and expenses of the mediator shall be borne equally by the Contractor and Subcontractor.

The prevailing party in any dispute shall be entitled to recover its reasonable attorneys' fees, expert consultation fees and costs incurred in the course of such dispute from the date of a request for mediation through conclusion by trial or arbitration, including any appeals.

8.17 Miscellaneous.

8.17.1 Discipline. The Subcontractor shall at all times enforce strict discipline and good order among its employees and the employees of its sub-subcontractors and suppliers and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him or her. The Subcontractor agrees to remove from the Work any worker or supervisor against whom Contractor, Owner or Architect has reasonable objection.

8.17.2 Safety. Provision of a safe and healthy work site for Subcontractor's employees (including the provision of all required training and/or appropriate personal protective equipment) is Subcontractor's sole responsibility. The Subcontractor shall comply with all provisions of the regulations adopted thereunder, the State's Right to Know Law, OSHA regulations and Contractor's safety program (as applicable) all safety requirements of all applicable laws, ordinances, regulations, rules and orders of the locality in which the Work is done and shall hold the Contractor and Owner harmless from any and all fines, penalties, claims, damages, or losses resulting in a violation of the provisions of this Paragraph. The Subcontractor agrees to insert this clause in each of its sub-subcontracts and enforce the same.

8.17.3 Off-Site Storage. The Subcontractor shall confine operations at the site to areas permitted by law, ordinance, permit and the Contract Documents, as such areas may be approved by the Contractor. All applicable storage sites, both on and off site locations, shall be subject to inspection at any reasonable time by representatives of the Owner, Architect or Contractor. The Subcontractor shall assume the risk of loss or damage to any materials, equipment, trailers or tools stored

on-site, and the Contractor shall have no liability to the Subcontractor for the security of any property, tools, equipment, materials or work the Subcontractor stored on or off site.

8.17.4 Clean-up. The Subcontractor shall, at its own expense, keep the Project free from accumulation of waste materials or rubbish caused by its operation, and shall remove the same in accordance with the directives of the Contractor and in accordance with the cleaning requirements of the Contract Documents as it applies to its Work. Subcontractor shall broom clean its work site regularly and as may be required by the Contractor. On a daily basis Subcontractor shall remove all its waste materials and rubbish from and about the Project to a centrally located dumpster provided by others (unless Exhibit B provides otherwise), as well as properly store all its tools, construction equipment, machinery and surplus materials.

8.17.5 Right of Offset. Any sum or sums chargeable to the Subcontractor under any provision of this Subcontract (except to the extent of personal injury or other damages covered by Subcontractor's insurance where Subcontractor's insurer acknowledges coverage and assumes all liability), may, at the election of the Contractor, be deducted from any payments otherwise due or to become due to the Subcontractor under this or any other subcontract between the Contractor (including any subsidiary or affiliate of Contractor, any entity which is at least fifty percent owned or controlled by the owner of Contractor, or any joint venture in which Contractor or any of the foregoing is a venturer) and the Subcontractor with any remaining amounts due to Contractor to be paid by Subcontractor, or the Contractor may sue the Subcontractor and recover damages.

8.17.6 Maintenance of Equipment. The Subcontractor warrants and shall insure that all construction tools, equipment, temporary facilities and other items used by the Subcontractor in accomplishing the Work, whether purchased, rented or otherwise provided by or to the Subcontractor, are in a safe, sound and good condition and capable of performing the functions for which they are intended and are maintained in conformance with applicable laws, regulations, manufacturer's recommendations and good engineering practice.

8.17.7 Signage. The Subcontractor shall not, without the Contractor's and Owner's prior written consent, install or maintain any sign, trademark or advertisement or other identification symbol in or about the Project (including, but not limited to any tower cranes, manlifts, scaffolding or similar equipment). The Contractor and Owner shall have the right, at the Subcontractor's expense and without notice to the Subcontractor, to remove any sign, trademark, advertisement or other identification symbol installed in violation of this Paragraph.

8.17.8 Names in Event of Emergency. The Subcontractor shall furnish the Contractor and the Architect in writing the names, addresses and telephone numbers of members of the Subcontractor's organization to be called in the event of an out-of-hours emergency at the Project site.

8.17.9 Effective Date. This Subcontract, and all terms and conditions hereunder (including, but not limited to indemnification and insurance obligations), shall take effect as of the date that Subcontractor performs any of the Work, whether on or off the Project site.

8.17.10 Confidentiality of Information. The Subcontractor shall keep all information relating to the Project and the Subcontractor's Work and all information supplied to the Subcontractor by the Contractor or Owner as confidential and proprietary information of the Contractor, Owner and Architect and shall not permit its release to other parties or make any public announcement or publicity releases without the Contractor's and Owner's written authorization.

8.17.11 Jurisdiction. The validity, interpretation and performance of this Contract shall be governed by the laws of the State in which the Project is located.

8.17.12 Waiver. No action or failure to act by the Owner, Architect, Contractor or Subcontractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence of any breach under this Subcontract except as may be specifically agreed to in writing.

8.17.13 Separability. The duties and obligations imposed by the Contract Documents and this Subcontract and the rights and remedies available there under shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Should any provision(s) of this Subcontract be invalid as a matter of law, such invalidity shall affect only such provision(s) and shall not invalidate or affect remaining provisions of this Subcontract.

8.18 Protection of the Work. It is understood and agreed that the work provided for in the Subcontract constitutes only a part of the work being performed on this Project for the Owner by the Contractor and other subcontractors. The Subcontractor therefore agrees to perform the work called for in the Subcontract in such a manner that he will not injure or damage any other work performed by the Contractor or any other subcontractor, and the Subcontractor further agrees to furnish continuous and effective protection at all times for his own work-in-place and all materials stored for use under the Subcontract, and to bear and be solely liable for all loss and/or damage of any kind to or in connection with said work and materials at any time prior to the final completion and acceptance thereof, unless said loss or damage is caused by the sole negligence of the Contractor; and to pay or reimburse the Contractor on account of any damage or injury to the work or property of the Owner, the Contractor and other subcontractors caused by or arising from the performance of its work as provided in the Subcontract, including the cost of replacing, repairing, refinishing or restoring any work damaged, removed or displaced in the course of correcting or repairing work or replacing materials hereunder which are rejected by the Owner, the Owner's Architect or Engineer or which are deemed to be at variance with the requirements of the Subcontract.

ARTICLE 9: FINAL AGREEMENT.

It is understood that this Subcontract, including all instruments incorporated into this Subcontract by reference, constitutes the full and complete agreement now existing between the parties. All prior discussions, negotiations, proposals, quotes and/or agreements, verbal or written, are hereby merged into this Subcontract. The Contractor and Subcontractor have contributed to drafting this Subcontract and the terms and conditions of it shall not be construed against one party or the other.

IN WITNESS WHEREOF, Contractor and Subcontractor, for themselves, their successors, executors, administrators and assigns have executed this Agreement the day and year first above written.

Suffolk Construction Company, Inc.
All Aboard Florida – Miami Terminal
Miami, Florida
Scope of Work for: Structural Steel

Date: June 17, 2016

EXHIBIT "B"

STRUCTURAL STEEL (BP-013 INSTALLATION)

SCOPE OF WORK

The purpose of this Exhibit "B" is to further define and clarify "The Scope of Work", the items in this scope of work is the basis of the Target Value for Structural Steel. In addition it represents the parameters of what is intended to be the basis of the subcontract for this scope of work.

This scope of work shall include all labor, materials, tools, staging, permits, fees, licenses, hoisting, hauling, taxes, equipment and supervision required for the proper and complete performance of the Structural Steel work in accordance with the Contract Documents and this Exhibit "B". The separation of those documents into various sections is for convenience only and is not intended in any way to limit the scope of this Agreement.

INDEX TO EXHIBIT "B"

- Article 1: Contract Documents
- Article 2: Submittals and General Coordination of Work
- Article 3: Licenses
- Article 4: Sales Tax
- Article 5: Labor Requirements
- Article 6: Project Schedule
- Article 7: Safety
- Article 8: Jobsite Management & Logistics
 - 8.1 Trash & Debris Removal
 - 8.2 Layout & Field Engineering
 - 8.3 Staging & Hoisting Requirements
- Article 9: Job Closeout & Punch-list Requirements
- Article 10: Change Order Management
- Article 11: General Information
- Article 12: Specific Scope of Work
 - 12.1 Quality Management Program
 - 12.2 Mock Ups
 - 12.3 Accepted Value Engineering
 - 12.4 Allowances
 - 12.5 Alternate Scopes of Work
 - 12.6 Unit Prices
 - 12.7 Labor Rates

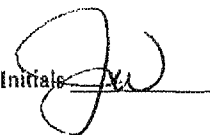
ARTICLE 1: THE CONTRACT DOCUMENTS

1. The scope of work for this Subcontract shall include, but not be limited to all Division 0 and Division 1 Specification Sections (General Requirements) and all the work in the following Specification Sections listed below. The separation of the documents into various sections is for convenience only and is not intended in any way to limit the scope of this agreement.

Subcontractor Initials



SCCI Initials



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<u>Section</u>	<u>Description</u>
051200	Structural Steel Framing
053100	Steel Decking

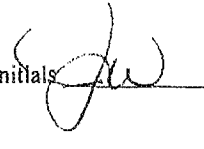
The following specifications sections are applicable as required by the work of this Scope of Work:

<u>Section</u>	<u>Description</u>
033000	Cast-In-Place Concrete
034500	Architectural Precast Concrete

2. It is understood that the work of this Subcontract is based upon the drawings, specifications, addenda, bulletins and other miscellaneous documents identified in the attached "Exhibit A-1 Document List". This list represents all of the most current documents issued by the architect, engineers and/or consultants.
3. This Subcontractor acknowledges that they have thoroughly examined all Contract Documents. Failure to be acquainted with the entire set of Contract Documents shall in no way relieve this Subcontractor from any obligation with respect to this work.
4. This Subcontractor recognizes and acknowledges that while the Contract Documents are not complete in every detail, there is sufficient information to determine the requirements for a complete project and, as such, has included all work depicted and reasonably inferable to produce a complete project for their scope of work, consistent with the character and quality of the project. This Subcontractor's Work shall be 100% operable and functional and compatible in all respects with the other portions of the Work.
5. It is understood that change orders will not be processed for existing conditions clearly visible at time of bid. A site visit is required prior to submission of a bid. By submitting a proposal, the Subcontractor acknowledges that it has made a comprehensive site visit.
6. It is understood that Award of a Subcontract for this scope of work is subject to the Owner's approval.
7. It is understood that voluntary alternative "equals" of specified products/materials/equipment or unlisted "equals" are subject to the approval of the Architect, Engineer, and the Owner. If any of these parties rejects the proposed substituted product/material for any reason, the Subcontractor shall provide the specified materials at no additional cost.
8. This Subcontractor, by initialing this form, acknowledges that Suffolk Construction Company, Inc. has made the Owner/Contractor (Suffolk Construction Company, Inc.) Contract Agreement available for this Subcontractor's review prior to execution of this Subcontract Agreement in order for this Subcontractor to fully understand its contractual obligations with respect to this specific project.

ARTICLE 2: SUBMITTALS AND GENERAL COORDINATION

Subcontractor Initials 

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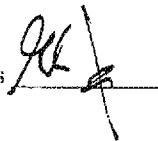
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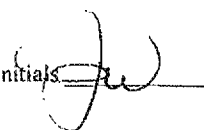
Date: June 17, 2016

9. This Subcontractor is responsible to author Requests for Information ("RFI's") for any and all missing or conflicting information in the Contract Documents or field conditions. All RFI questions shall be identified and written early enough to allow for processing and answering by others so that this Subcontractor's work schedule is not impacted. In addition to the question, this Subcontractor shall suggest the most feasible solution in the RFI. No schedule extensions will be granted for failure to submit RFI's in a timely and/or proper fashion.
10. Unless noted otherwise in this document, this Subcontractor shall commence submittal of shop drawings, calculations, product data submittals, samples, within two (2) weeks after the award of this subcontract. This subcontractor shall submit MSDS sheets and safety plans within (2) weeks.
11. This Subcontractor shall furnish and coordinate documents and models in compliance with the "BIM Exhibit" of this Subcontract Agreement.
12. This Subcontractor shall fully utilize the Contractor's ONtrac project collaboration website to access, view, download, and upload all project documents including, but not necessarily limited to: Contract Documents, daily reports, drawing and specification revisions, RFI's, shop drawings and submittals (other than samples), 2D drawing files and 3D models, schedules, meeting minutes, testing and inspection reports, applications for payment, change order requests, safety documents, punchlists, close-out documents, etc. This Subcontractor shall still provide original paper documents to the Contractor upon request. The Contractor will provide all necessary login information and training for the website to the Subcontractor's staff.
13. This Subcontractor shall provide submittals per the contract documents. Product data and non-signed and sealed shop drawings will also be posted electronically via OnTrac.
14. Within seven (7) days of the date of the award, the Subcontractor will submit a detailed Schedule of Values for approval by the Contractor and Owner including line items for: Composite clean-up crew participation, Subcontractor's clean-up of Construction Waste (defined below), Subcontractor's General Conditions and General Requirements, any allowances, start-up and testing. Unless specifically included in this Subcontract, Subcontractor shall not be allowed to bill for mobilization or deposits. The Schedule of Values shall be organized by area (e.g., Site, Tower, and Garage) and floor/level, at a minimum.
15. Within seven (7) days of the date of the award the Subcontractor will submit the following documentation:
 - a. Certificate of Insurance (must be submitted prior to commencement of the work on site)
 - b. Payment and Performance Bonds, if required
 - c. Site Specific Safety and Haz-Com Programs
 - d. Emergency contact names and phone numbers
 - e. OSHA 10 Training Certificate / First Aid Certificate / CPR Certificate for Foreman
 - f. Submittal Log and Schedule
16. Within fourteen (14) calendar days of issuance of the Letter of Intent, this Subcontractor shall prepare and submit a material procurement log indicating all major materials required for completion of the Subcontractor's scope of work, indicating equipment / material manufacturer, purchasing durations, fabrication / manufacturing durations, delivery durations, and anticipated date that the materials will be delivered to the jobsite. These dates shall comply with Suffolk's project schedule.

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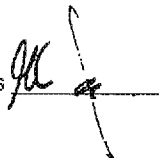
Date: June 17, 2016

17. This Subcontractor will coordinate its activities on this project with that of other trades affecting or affected by its work.
18. The Subcontractor shall provide for multiple mobilizations, as may be necessary for the performance of the work in accordance with the Project Schedule and its coordination with the work of other trades. There will be no change orders for this additional coordination/mobilization.
19. Mandatory attendance at jobsite weekly meetings is required while manning the jobsite and for specific coordination. Days and times to be established upon project commencement. Attendees shall be a representative of the Subcontractor, having authority to make work force, financial, and schedule commitments. Failure to attend this meeting shall entitle Suffolk to assess a (\$500.00) fine for each meeting that this Subcontractor does not attend.
20. This Subcontractor is expected to attend coordination meetings. It is understood that the Architect may not be obligated to provide electronic copies of CAD drawings or 3D models of the Contract Drawings for the Subcontractor's use in preparing shop drawings. All coordination drawings are required to be submitted in an approved 3D format, defined as electronically via PDF and reference 3D.IFC files..
21. Each submittal must contain the following information and be clearly marked;
 - a. Project name
 - b. Date
 - c. Name and address of Architect
 - d. Name and address of Design Consultant
 - e. Name and address of Contractor
 - f. Name and address of Subcontractor
 - g. Name and address of Supplier
 - h. Name and address of Manufacturer
 - i. Number and title of appropriate specification section
 - j. Drawing number and detail references, as appropriate
 - k. Other necessary identification

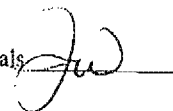
Submittals not having the above information listed will be sent back to the Subcontractor and no extension of contract time will be authorized because of failure to provide the submittals as required. The project specifications may have other additional requirements that must be followed.

22. In addition to the standard submittals and shop drawings required by this Subcontract and the project Contract Documents, this Subcontractor shall also provide a coordination model and drawings for all block-outs and recesses required for their work or occurring in their work.
23. This Subcontractor is responsible for coordinating the layout and installation of its work with all Contract Documents and the work of other trades in order to fit the several parts together without conflict. This Subcontractor shall review and coordinate its work, and provide coordination models and drawings with respect to reviewing existing conditions, and securing proper coordination/approval of finishes prior to executing its work.
24. Architect's/Engineer's and/or Contractor's review of submittals and shop drawings is not to be construed as a complete check nor relief from responsibility for errors of any sort, or from

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necessity of furnishing work required by the Contract Documents, which may not have been shown on shop drawings and/or submittals.

25. All materials shown shall be installed as indicated in the Contract Documents. If the Contract Documents do not thoroughly describe the methods to be used, this Subcontractor shall follow the installation methods set forth by the manufacturer's published instructions and the authorities having jurisdiction.
26. Upon completion of the project, this Subcontractor will furnish all as-built models and drawings as required by Contract Documents or as required by the Contractor. As-built models and drawings shall be updated on a monthly basis and made available to Suffolk Construction Company Inc., the Owner and the Architect or Engineers for their review and as each phase of the work is completed. Failure to properly update the as-built drawings will result in withholding of the monthly requisition until such time as the as-built drawings have been updated. This Subcontractor shall keep the as-built model of the completed Work in Revit or CAD-based files. Revit and CAD files shall be provided by this Subcontractor in the format required by the Contract Documents.

ARTICLE 3: LICENSES

27. Prior to commencing any operations in the performance of this scope of work, this Subcontractor shall provide Suffolk with update to date valid copies of the following:
 - a. State and/or County Professional License as issued by the Department of Professional Regulations authorizing the Subcontractor to perform the specific category of work contemplated under this subcontract and in specific geographical location where the project is to be constructed.
 - b. County, City and/or Municipal Occupational License(s) (as applicable) authoring the Subcontractor to perform work in the specific geographical location where the project is to be constructed.

ARTICLE 4: SALES TAX

28. This Subcontractor, lower tier Subcontractors and suppliers are responsible for paying state and local sales taxes and/or any duties on materials imported from outside the United States.

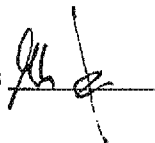
ARTICLE 5: LABOR REQUIREMENTS

[not applicable]

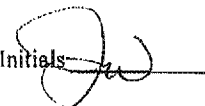
ARTICLE 6: PROJECT SCHEDULE

29. The start date for this project is First Quarter 2015. The total duration for this project will be 24 months with the substantial completion (certificate of occupancy issued) in First Quarter 2017. Subcontractor must complete their work within this time frame and also allow sufficient time for

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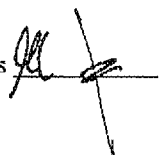
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the trades that follow their work. Additionally, Subcontractors must also take into consideration that punch list and equipment-commissioning work must be completed within this time frame.

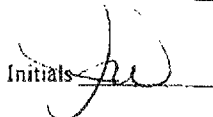
30. This Subcontractor acknowledges that as construction progresses it may be necessary for the Contractor to change the sequential order and duration of activities, including those contemplated by this Agreement to account for unanticipated conditions, occurrences and other factors which act to alter the Contractor's original schedule. The Contractor may require Subcontractor, at no additional cost to the Contractor to prosecute Subcontractors Work in such sequence as the progress of other Subcontractors and the Project schedule reasonably dictates. It is expressly understood and agreed that the scheduling and sequencing of the Work is an exclusive right of the Contractor and that the Contractor reserves such right to reasonably reschedule and re-sequence this Subcontractor's Work from time to time as the demands of the Project require without any additional change order request or claim from this Subcontractor to the Contractor.
31. In the event the Subcontractor does not maintain the progress with respect to the current project work schedule and the failure to maintain the progress is the fault of the Subcontractor, then the Subcontractor shall work a six (6) day work week and overtime when requested by Suffolk. Suffolk/Owner shall incur no additional cost because of this project requirement. The Subcontractor is required to maintain the project schedule.
32. This Subcontractor shall work Saturdays and overtime at no additional cost to the Contractor or the Owner to compensate for lost time due to inclement weather in the same time frame.
33. Scheduling of specific phases of this scope of work shall be coordinated with SCCI and performed by this Subcontractor in a timely manner to avoid any conflict or delay in this work or the work of other trades. This Subcontractor shall accommodate the overall project duration, as well as the project and detailed schedules developed by SCCI, which may be amended periodically by SCCI. Notwithstanding, this Subcontractor acknowledges and agrees to the following durations:

Item No.	Activity Description	Duration
	Submittals:	From Letter of Intent
	Mill Order Acknowledgement	2 Weeks
	1 st Connection Detail Submittals	2 Weeks
	1 st Shop Drawing Submittals	6 Weeks
	Installation:	Date:
	Block A 1 st Steel Delivery	6/5/16
	Block A Steel Complete	11/30/16
	Block B 1 st Steel Delivery	4/15/16
	Block B Steel Complete	7/13/16
	Block C 1 st Steel Delivery	3/14/16
	Block C Steel Complete	6/10/16
	Block D 1 st Steel Delivery	4/27/16

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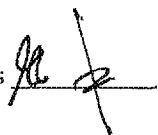
	Block D Steel Complete	7/6/16
	Block E 1 st Steel Delivery	3/1/16
	Block E Steel Complete	5/9/16
	5th Street 1 st Steel Delivery	8/5/16
	5 th Street Steel Complete	10/20/16
	6th Street 1 st Steel Delivery	6/27/16
	6 th Street Steel Complete	8/19/16

34. Due to critical importance of this scope of work required for the successful timely completion of this project, the following liquidated damages are in full effect for this scope of work:
- Subcontractor will be responsible for liquidated damages attributable to ADP Group if assessed by All Aboard Florida to Suffolk Construction. Amount to be based on the liquidated damages within the Owner Contract with Suffolk Construction.

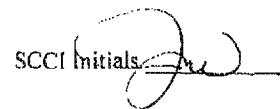
ARTICLE 7: SAFETY

35. This subcontractor shall provide all safety materials, equipment, tools, labor as required to perform this scope of work in accordance with OSHA requirements and Suffolk Safety Rider "S".
36. Provide impalement safety protection with daily maintenance to all exposed vertical and horizontal rebar, or other impalement hazards, for this scope of work for the duration of the hazard exposure. Provide and maintain temporary access to serve work areas until permanent access is in place. Access to comply with applicable OSHA standards. Access shall be provided in sufficient quantity and location to comply with requirements of local authorities for emergency egress for construction sites.
37. This subcontractor shall provide all safety materials, equipment, tools, labor as required to perform this scope of work in accordance with OSHA requirements and Suffolk Safety Riders
38. This Subcontractor shall provide a means for OSHA-compliant fall protection for its forces as required to complete this scope of work as defined in Rider S
39. Subcontractor and its operatives shall wear hi-visibility vests or shirts meeting ANSI/ISEA 107-2004 class 2 compliant apparel for all tasks on each site unless it is determined to create a greater hazard, i.e. welding.
40. This Subcontractor shall comply, at all times, with Suffolk's Glove Policy: Subcontractor and its operatives are required to wear gloves/hand protection for any tasks related to material handling activities. In addition, carpenters, ironworkers, laborers, and finishers are to wear gloves at all times that their work is being performed. This Subcontractor is responsible for providing all its workers with the appropriate gloves as necessary to comply with the glove policy. Should this Subcontractor's personnel at any times not comply with the glove policy and not have the appropriate gloves to comply with the policy, Suffolk will provide the gloves to this Subcontractor's personnel and back charge the Subcontractor accordingly, without the need of giving proper notice.
41. Subcontractors shall assure compliance with all details of Suffolk Construction Company Inc.'s Safety Program. The Subcontractor's Site Specific Project Safety Program shall list the positive steps the

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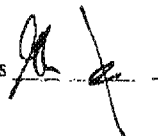
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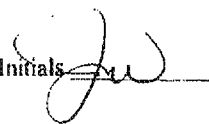
Subcontractor intends to utilize for the prevention of accidents to its workers, other Subcontractors, vendors, and the public during operations on this project.

42. If this Subcontractor must remove cables, barricades, handrails, or any other Safety related items in order to perform its work, it shall be the responsibility of this Subcontractor to properly replace those items and to provide a controlled access zone in that area until the safety items are replaced. This Subcontractor must get permission from the Contractor's Superintendent prior to removing any temporary rails or other means of protection for any reason. This Subcontractor is responsible to reinstall any rails or protection temporarily removed by this Subcontractor, in a timely and safe inanner and in strict accordance with OSHA requirements.
43. This Subcontractor shall ensure that walkways, aisles, work areas and common areas are free of excess stored material, cables, hoses, welding leads, scrap, and debris. This Subcontractor shall be responsible for maintaining general housekeeping in their work area and all debris shall be placed in debris containers on a daily basis or as otherwise directed by Suffolk's project Superintendent.
44. Weekly Toolbox Talks are required to be turned into the Suffolk Superintendent at the start of the weekly Subcontractor's Meeting consistent with Rider S for those that do not provide the Weekly Toolbox Talk documentation; they will not be allowed to attend the weekly Subcontractor's Meeting and will be fined \$500 in accordance with Article 2, item 25.
45. Provide all environmental protection required for work under this Contract in accordance with applicable Federal, State, County, and Municipal laws. Including but not limited to gas, oil, anti-freeze spills, etc. by Subcontractor's site personnel.
46. Within ten (21) work days of receiving the Letter of Intent or ten (10) work days prior to mobilization on site, whichever is sooner, this Subcontractor shall comply with the following and provide both electronic and paper versions (three (3) copies) of the following Safety Submittals:
 - a. This Subcontractor shall prepare specific Job Hazard Analysis ("JHA") for each type of work to be performed by this Subcontractor and for each major phase of work. JHA's to be reviewed with the Suffolk Superintendent prior to the commencement of work.
 - b. This Subcontractor shall provide to the Suffolk Construction Company Inc., Project Superintendent's project office, the Subcontractor's Hazardous Communications Plan, a list of all hazardous materials and the related material safety data sheets (MSDS) for the hazardous materials that the Subcontractor will use in the performance of the work at the project site. This Subcontractor is responsible for all storage requirements and personal protective requirements that apply to such products.
 - c. The Subcontractor (and all tiers of Subcontractors/Vendors working for this Subcontractor) shall ensure that all supervisory employees working on site shall have successfully completed a course in construction safety and health that is at least 30 hours in length and satisfies the requirements of the Occupational Safety and Health Administration (OSHA) Construction Industry Outreach Training Program, at the time the employee begins work. Employees who work less than a total of 6 hours on site shall be exempt from this requirement. The Subcontractor shall furnish documentation of successful completion of the aforementioned OSHA course for each covered employee to a representative of the General Contractor designated to monitor compliance with this requirement. Failure of Subcontractor to obtain the OSHA certification in a timely manner (immediately after the letter of intent is signed) will not relieve them of their contractual obligation regarding the schedule.
 - d. All Subcontractors must submit electronic copies and three (3) paper copies of their Site Specific Project Safety Program, within ten (10) days of executing the Letter of Intent, to Contractor for

Subcontractor Initials



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- approval. Said program shall list potential exposure items and measures designed to control those items as it applies to commercial construction, as well as a list of emergency phone number of key team members. Attendance at a Pre-Construction Safety Planning Meeting before work commences shall be mandatory.
- e. Specific Safety Training documentation for hazards related to the individual Subcontractor's scope of work.
 - f. CPR/First Aid Certifications (refer to Rider "S" of this Subcontract).
47. Any on site personnel will be dismissed from project after receiving two (2) written safety violations from the Contractor. (Depending on the severity this may be one violation prompting dismissal).

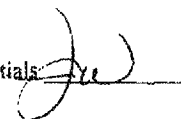
ARTICLE 8: JOBSITE MANAGEMENT & SITE LOGISTICS

- 48. This Subcontractor acknowledges they have received and understands the Construction Management Plan ("CMP") prepared by Suffolk Construction Company, Inc. dated September 20, 2015.
- 49. It is the responsibility of this Subcontractor to provide directions and maps to their personnel, sub-subcontractors, and suppliers coming to the project.
- 50. This Subcontractor shall comply with the following hours of work:
 - a) 7:00 a.m. to 7:00 p.m. Monday through Friday
 - b) 7:00 a.m. to 7:00 p.m. on Saturday and Sunday
- 51. This Subcontractor is responsible to comply with any and all permits associated with this project. This Subcontractor acknowledges that all permits and conditions in said permits have been made available to this Subcontractor through the ONtrac project collaboration website.
- 52. This Subcontractor will be responsible for providing its own FDOT certified flagmen to safely and properly flag delivery trucks and equipment (related to this Subcontractor's scope of work) in and out of the project site. In addition, this Subcontractor shall provide and pay for any and all MOT plans, permits, and equipment required to complete their scope of work including all police details that will be required.
- 53. The Subcontractor shall cooperate with and provide access and equipment (lifts, ladders, etc.) for testing agencies and inspectors for all inspections, testing, etc., required to be performed by others in accordance with the specifications or by code. The Subcontractor will be responsible for all costs associated with retesting and inspections of items not properly installed by the Subcontractor. Many test and inspections, especially from state and city agencies are required to be performed after normal working hours. The Subcontractor includes overtime as required for testing and inspections.
- 54. All standard inspections are performed by the public authorities having jurisdiction. This Subcontractor is to coordinate and request all required inspections and notify the Contractor's Superintendent in advance of any scheduled inspections.
- 55. This Subcontractor shall obtain any and all permits and fees that may be required, other than the building permit, for the performance of this scope of work. The costs of any such permits (fees) are included in this Subcontract.

Subcontractor Initials



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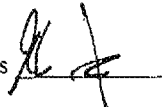


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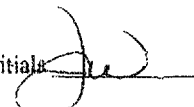
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56. The Subcontractor shall provide to Suffolk a copy of all permit inspection and closeout documentation. This information is to be provided to Suffolk within two work days of the event.
57. Storage of materials on the site is not allowed unless approved by Contractor's Superintendent. Subcontractor shall assume all responsibility for any additional structural reinforcing requirements due to Subcontractor's stockpiling of material and equipment. Any costs for the same shall be included in the Subcontract. The Subcontractor shall return all unused materials to the stockpiles at the end of each day and protect stored materials from theft, vandalism and weather/wet conditions.
58. All deliveries to the jobsite must be scheduled with the Contractor's Superintendent no less than one (1) week in advance of proposed delivery. Without exception, all unscheduled deliveries will be refused. If larger trailers are needed, special arrangements may be made through the Contractor. There is no guarantee that larger trucks can be accommodated. Suffolk will provide laydown area within a 10 mile radius of the project site.
59. This Subcontractor shall provide its own source of water for their construction needs from a central location provided by Suffolk Construction Company, Inc.
60. This Subcontractor shall bear all cost for Subcontractor's employee's drinking water, ice, containers and transportation.
61. No parking for Subcontractor project managers, superintendents, foremen, or workers will be allowed on site.
62. This Subcontractor shall provide, maintain and remove all temporary trailers, offices, shanties and toolboxes necessary for the completion of this Subcontract. This Subcontractor shall remove these items within two (2) weeks as coordinated in the Subcontractor's Meeting. Failure to comply with this timeframe will result in the Contractor removing and disposing of all items and the associated costs will be deducted from the Subcontract value via deductive change order. Contractor must approve the location of the trailers, offices, or shanties prior to delivery, erection or construction. Staging/storage and delivery of materials will require coordination with and approval of the Contractor's Superintendent prior to delivery of materials and constructed in compliance with all applicable codes. If trailers, offices, shanties, etc. are allowed, this Subcontractor is responsible for providing and paying for all permits and all utilities that may be required (i.e., temporary electric, temporary water, temporary sanitary, temporary phone/data, etc.).
63. The storage of material and equipment in the building shall be permitted only to the extent approved by Suffolk Construction Company, Inc. If materials and equipment so stored obstruct the progress of any portion of the work, they shall be moved by this Subcontractor, without reimbursement of cost, from place-to-place or from the premises, as Suffolk Construction Company, Inc. may direct.
64. In the event storage is not available onsite, this Subcontractor will be responsible for providing appropriate off-site storage, including additional transportation to/from off-site storage, as necessary. All costs associated with the required off-site storage shall be included in this Subcontractor's price.

Subcontractor Initials



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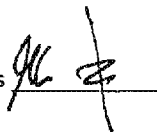


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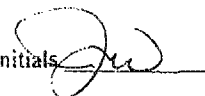
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65. Construction equipment, personnel and material will not be allowed to occupy either public or private right-of-ways within or adjacent to the site without prior approval from local jurisdiction and Contractor's Superintendent.
66. This Subcontractor shall provide all necessary fire watches in accordance with local jurisdiction requirements, if required to complete this scope of work. The cost of the fire watch including supervisor(s) if required by local jurisdiction is by this Subcontractor.
67. Breaks and lunches shall be at areas designated by the Contractor's Superintendent. Cleanup at these areas shall be the responsibility of this Subcontractor.
68. Temporary toilets will be provided by the Contractor.
69. The Contractor will provide temporary power required for the tower cranes, placing booms, temporary elevators, elevator installation, OSHA-compliant temporary lighting, 110V receptacles at centralized locations on each floor, and two (2) moveable 220V, single phase, 30 amp temporary electrical panels for masonry block saws. If this Subcontractor has any temporary electrical power requirements over and above those listed above (e.g., temporary lighting over and above OSHA-compliant lighting), it is the responsibility of this Subcontractor to provide said additional electrical power and lighting. If this Subcontractor requires power in locations other than those provided (or greater voltage than provided) then this Subcontractor will be responsible for the associated connection and disconnection costs. If, for any reason, unforeseen conditions arise in which the temporary power supply is halted, this Subcontractor is responsible to provide temporary power for its work until such time that the power source is restored.
70. This Subcontractor shall provide any and all temporary task lighting required to complete this scope of work.
71. This Subcontractor is responsible for providing extension cords, sockets, lamps, motors and accessories required to perform the work.
72. This Subcontractor shall check and verify all site conditions, including locating existing service utilities on and off the site prior to trenching or digging.
73. This Subcontractor shall provide its on-site Superintendent a cell phone and a 2-way radio, which shall be programmed to communicate with Suffolk on-site supervision. This person must carry this phone and 2-way radio at all times during working hours. If it is required for this Subcontractor to communicate with the crane, this Subcontractor will be required to have his own 2-way radios programmed to communicate with crane radios.
74. Contractor will provide for an adequate supply of an on-site non-potable water and power source. Subcontractor to provide all tools, temporary generators (until such time that temporary power is available) necessary for completion of this scope of work.
75. Tobacco products will not be allowed in the building at any time during the project and there will be designated smoking areas on the exterior.
76. As applicable, Subcontractor must be Certified and/or Qualified by the Manufacturer for installation and service in its products and whose qualifications for installation are in accordance with the Contract Documents.

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77. This Subcontractor, while working on site, shall complete a Daily Field Force Report on a daily basis by 9:00 am the following workday. A description of the work performed, workforce count, issues or delays, and significant deliveries shall be included, at a minimum, in each report. Progress payments will be withheld by the Contractor, if the Subcontractor fails to comply, until the Subcontractor enters the Daily Field Force Reports. The Daily Field Force Reports must be entered by this Subcontractor's field personnel into the Contractor's project website collaboration software, on a Contractor provided computer located in the Contractor's jobsite trailer/office. Paper copies of Daily Field Force Reports will not be accepted.
78. This Subcontractor acknowledges that this project is to be constructed in a location that is adjacent to densely populated public areas which contain pedestrians, neighboring condominium towers, neighboring businesses, and expensive vehicles. This Subcontractor shall operate in a manner consistent with protecting the public and property from abuse, injury, and/or damage caused by the operations of this Subcontractor. If damage should occur, either superficial or serious, then this Subcontractor shall repair, replace, or clean said items in a manner acceptable to the owner of the item.
79. This Subcontractor shall protect their work, material, and equipment against theft and vandalism until accepted by the Owner. This Subcontractor shall remain fully responsible at all times for any loss, no matter how caused, to the tools, machinery, equipment, materials, supplies, and other property which are rented or remain the property of the Subcontractor.
80. This Subcontractor shall provide all labor, material, and equipment to ensure all vehicles are washed prior to leaving the site to prevent tracking of mud/soil in accordance with the erosion control plan. A water source will be provided by the Contractor.
81. The Subcontractor is aware and agrees to punch lists generated by the Owner, Architect, Occupant, and Suffolk outlining those areas that must be addressed before a portion of the building is accepted as finished. The Subcontractor shall revert to whatever means necessary to insure timely completion of punch lists, including dedicated worklist/punchlist crews.

ARTICLE 8.1: TRASH & DEBRIS REMOVAL

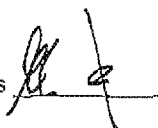
82. The following clean-up method will be used on this project:
 - a. This Subcontractor will remove all trash from the day's events to the Contractor-provided dumpster at the end of each workday or completion of work in an area during normal working hours.
 - b. The dumpster shall be emptied as necessary during normal working hours.

83. CLEAN-UP PROGRAM

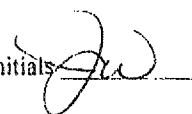
For purposes of this Section, the following terms have the following meanings:

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Construction Waste: Any excess or surplus material (whole or remnant) intended to have been incorporated into the structure, sanding/spray residue, discarded tools/applicators, fasteners, fastener waste, packaging of any kind, packing material.

General Debris: Anything brought on site by a Subcontractor or its personnel that is not intended to be incorporated into the structure including food and beverage containers, newspapers, garbage, boot trackings, discarded clothing/apparatus, etc.

All Subcontractors are responsible for minimizing Construction Waste through efficient packing (including offsite breakdown and repacking when prudent), using re-useable crating material, and prudent stocking. Removal of products not used or overstocked shall be by the Subcontractor. Clean-up of overspray, drippings, splatter, etc. from the Subcontractor's operation is by the Subcontractor. All Subcontractors are responsible for minimizing General Debris by encouraging their employees to use proper waste receptacles for their personal trash.

This Subcontractor is responsible to clean-up Construction Waste into a dumpster on a daily basis. The Subcontractor shall coordinate their clean-up efforts and take direction from the Contractor's Labor Foreman. This Subcontractor will continuously clean work areas and broom sweep at the end of each workday or completion of work in area.

In addition to its contractual responsibility for clean-up of Construction Waste, the Subcontract price includes an allocation for clean-up labor (the "Clean-up Allocation") as follows:

For every eight (8) man-hours of on-site work estimated by the Subcontractor and its sub-Subcontractors, the Subcontractor shall allow for one (1) man-hour of clean-up for General Debris not easily assignable to a particular trade and include the cost in the Subcontract in accordance with the following formula:

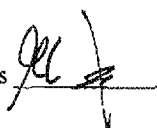
$$\text{Total Man-hour Projection} \times (1/50) 0.20 = \text{MH of Clean-up}$$
$$3,438 \text{ MH of Clean-Up} \times \$32.00/\text{MH} = \$110,000.00 \text{ Clean-up Allocation}$$

The labor allocated for the General Debris shall be assigned to the Contractor's Labor Foreman while prosecuting this portion of the clean-up.

At its discretion, the Contractor may elect to write a deductive change order to the Subcontractor for the full value of the Clean-up Allocation. After execution of the change order, the Contractor shall then be responsible for clean-up for General Debris not easily assignable to a particular trade *only*. This Subcontractor would still be responsible for all Construction Waste.

ARTICLE 8.2: LAYOUT & FIELD ENGINEERING

- 84. This Subcontractor will be responsible for providing manpower that is capable of performing all layout, surveying, measuring, etc., as required for the performance of this Subcontractor's Work using control lines (one in the east/west grid, one in the north/south grid) and a bench mark provided by the Contractor, at each floor and street level. Damage to existing control caused by this Subcontractor shall be replaced at Subcontractor's expense.

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ARTICLE 8.3: STAGING & HOISTING REQUIREMENTS

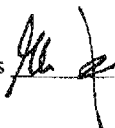
- 85. The Subcontractor is responsible for providing labor and equipment such as staging, scaffolding, planks, aerial work platforms, swing staging, scissor lifts, fork lifts, cranes, rigging, any and all special set-ups, etc., as required for the complete performance of the Subcontract work.
- 86. Unless noted otherwise, the Subcontractor is responsible for providing labor and equipment for the horizontal and vertical conveyance of equipment and materials, including all transportation, rigging, unloading, hoisting, stockpiling if required and distribution of all material.

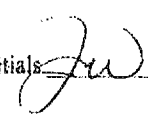
ARTICLE 9: JOB CLOSEOUT & PUNCH-LIST REQUIREMENTS

- 87. This Subcontractor shall include a full time, dedicated Punchlist Crew (or crews, as required) until all of this Subcontractor's punchlist items are corrected. This crew(s) shall be responsible for verifying all work is completed in accordance with the Contract Documents, within the acceptable and approved quality standards, and will verify in a systematic process (check lists, etc.) that all fixtures, devices, outlets systems are working in accordance with the documents. Subcontractor's designated foreman for this crew(s) shall report on a daily basis to Suffolk Construction Company Inc.'s Superintendent. Subcontractor shall be responsible for inspecting, correcting and maintaining the punch list schedule in accordance with Suffolk Construction Company Inc.'s closeout schedule. Subcontractor acknowledges and agrees to comply with these requirements and has included all costs associated with this procedure. The intent is to eliminate/reduce the punch list items left to be corrected. As these items are identified they are corrected immediately, but no later than 24 hours, so as to allow a final walk-through and acceptance of the room or area by the Architect/Owner/User.
- 88. If Subcontractor fails to provide adequate manpower to complete the punchlist, the Contractor will hire required parties to complete the work on behalf of this Subcontractor and this Subcontractor will be back charged accordingly.
- 89. All warranties for this project, including all manufacturer's warranties, are to commence at Final Completion of the complete project.

ARTICLE 10: CHANGE ORDER MANAGEMENT

- 90. This Subcontractor hereby acknowledges and agrees that, upon request from Suffolk Construction Company Inc. for a Request for Pricing ("RFP"), Change Order Request ("COR"), Construction Change Directive ("CCD"), ASI, or RFI, that this Subcontractor will respond no later than seven (7) calendar days from the receipt thereof, in writing, as to the effect on the Subcontract Price and/or Subcontractor Work Schedule of said RFP, COR, CCD, ASI, or RFI, and will provide full and complete detailed information to substantiate the effect using a format approved by Suffolk. If this Subcontractor fails to respond to the RFP, COR, CCD, ASI, or RFI within the specified time, Suffolk Construction Company, Inc. will be within its rights to submit or void the request. Submitting or voiding the request does not relieve the Subcontractor of completing the work in accordance with the RFP, COR, CCD, ASI, or RFI.
- 91. Upon notification to the Contractor's Project Manager, one of the following procedures below will be used. There will be no exceptions. Extra work that has not been approved in writing prior to installation will not be processed.

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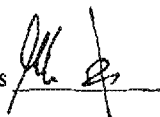
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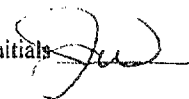
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- a. Before proceeding with the work, a price shall be submitted with back up and approved in writing by the Contractor.
 - b. Before proceeding with the work, under a time and material situation, the approximate man-hours and material to be used will be discussed, written approval given, and **daily** tickets are to be given to the Suffolk field superintendent for verification. From these tickets a final cost will be determined.
92. This Subcontractor is limited to a total of 15% overhead and profit on Costs for all change orders. Costs for the purposes of change orders shall be limited to the following:
- a. Actual, direct costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 - b. Actual, direct costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - c. Out of pocket rental costs of machinery and equipment at rates prevailing in the area where the Project is located, exclusive of small tools, whether rented or not; small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than \$500.
 - d. Out of pocket costs of premiums for all bonds, insurance, permit fees, and sales, use or similar taxes related to the Work;
 - e. Upon request, Subcontractor shall submit evidence to substantiate the costs. Materials shall be quoted at the trade discount prices if realized, with quantity discounts also applied if revised. In any proposal with material credits, the credit shall be based on the actual cost for the Material (including trade and quantity discounts if realized) less any charge actually incurred for handling or returning Material that has been delivered.
93. The percentage allowed for overhead and profit under the item above, shall be deemed to include:
- a. Home office expenses; branch and field office overhead expense of any kind; project management; superintendents, estimating, expediting; purchasing; legal, accounting, data; auto insurance and umbrella insurance; and, pick-up truck costs. The cost for the use of small tools is also to be considered covered by the Markup Percentage Fee.
 - b. Estimating and administrative costs
 - c. Any costs for General Conditions Work
 - d. Any other costs resulting from the change not expressly enumerated as a Cost or a Cost of the Work.
94. Regardless of the number of tiers of Subcontractors or suppliers, no more than two (2) mark-ups by Subcontractors or suppliers in total shall be permitted.

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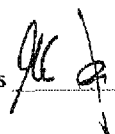
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- 95. The cost of the Architect’s time in prepare a Change Order shall be borne by the Subcontractor if the Subcontractor’s wrongful act or omission necessitates the change implemented.
- 96. NA
- 97. All change order requests shall include a detailed breakdown of man hours, hourly rates, fringe benefits, labor insurance, labor taxes, material quantities, material unit prices, equipment rates (hourly, daily, monthly), etc. All material and equipment costs shall be supported by quotations, paid invoices, or agreed upon unit prices/rates in Article 12.6 of this agreement.
- 98. For any additional work authorized to be performed on a time and material basis, if a detailed, daily ticket is not presented to SCCI Superintendent for signature within one (1) business day of the work being performed, the ticket will not be considered for payment.
- 99. The Contractor shall not be liable for any backcharges or claims to or against other subcontractors and suppliers. This Subcontractor shall file its backcharge request direct to Contractor. The Contractor will meet monthly with all subcontractors and suppliers to assist and encourage a resolution to all outstanding sub-to-sub backcharges and claims.
- 100. Subcontractor change orders not funded by the Owner, i.e., a direct Suffolk cost, or a backcharge to another Subcontractor, will be entitled to a 5% markup.

ARTICLE 11: GENERAL INFORMATION

- 101. The term “Contractor” noted in the Project Specifications and Drawings shall mean this Subcontractor. The term “Contractor” in the Exhibit “B” shall mean Suffolk Construction Company, Inc.
- 102. Subcontractor will be required to participate in weekly “Last Planner” coordination meetings. Subcontractor shall require field personnel with the requisite authority, training and experience to make all required decisions and direct the flow of its work (i.e. field foreman, field superintendent, and/or PM) to attend all such meetings.
- 103. Subcontractor will be required to complete weekly work plans that are to be brought to the weekly “Last Planner” meetings. These weekly work plans are required to confirm that Subcontractor’s progress complies with the Contractor’s schedules and identify any/all potential constraints or impacts to Subcontractor’s timely completion of the Work
- 104. Subcontractor has a duty to cooperate with all participants in the lean scheduling process. Subcontractor acknowledges that the lean scheduling process is a dynamic process. Accordingly, the dates and time periods for mobilization, installation, and work processes shall be subject to change at the Contractor’s discretion.
- 105. In addition to regularly scheduled, weekly jobsite Superintendent Meetings and Project Manager Meetings, this Subcontractor shall have its Owner or Principal attend Monthly Subcontractor Executive meetings.
- 106. All of this Subcontractor’s employees that expect to come onto the jobsite, for any length of time, shall attend an on-site project safety orientation prior to or during their first day on-site. Failure to attend the project safety orientation will result in immediate dismissal from the project for that

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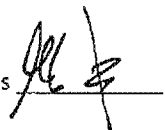
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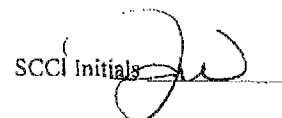
day until that person completes the orientation. During the on-site project orientation, this Subcontractor's employees shall receive an identification decal, which must be displayed at all times while the employee is working on the jobsite. Failure to wear such identification may result in employee removal from the jobsite.

107. This Subcontractor shall submit a resume of its on-site Superintendent and Project Manager for approval by Suffolk and the Owner. Once approved in writing, this Subcontractor shall not change these personnel during the course of this scope of work. In the event said personnel should become subsequently unacceptable to Suffolk and/or the Owner, or leave the employment of the Subcontractor, this Subcontractor shall repeat the approval process.
108. Suffolk will invoice the Owner once per month and only once per month. All Subcontractor's applications for payment and supplier's invoices must be uploaded Suffolk's ONTrac project collaboration website no later than the 15th of the month, projected out through the end of the month, in order to be included in that month's progress payment invoice to the Owner. In the event the Subcontractor's invoice is not received by the Contractor by the 15th, then the Subcontractor's invoice will not be processed until the following month's progress payment invoice is sent to the Owner.
109. This Subcontractor shall be responsible to receive, unload, distribute, handle, transport and protect their materials/work against damage until final acceptance. This Subcontractor shall put forth best effort to eliminate the potential of materials/work being damaged by others.
110. This Subcontractor is aware that if they are working on or near the surface of a finished product, the product must be properly protected against any damage. The protection and maintenance of protection throughout the course of the project will be the responsibility of this Subcontractor.
111. This Subcontractor shall designate and maintain a competent, dedicated, full time Superintendent/Foreman and Project Manager on the job at all times, from prior to the start of this Subcontractor's work through final completion.
112. This Subcontractor shall receive all direction from Suffolk Construction Company Inc., and shall not converse directly with the Architect, Engineer, Owner, or Owner's Agents unless directed in writing by Suffolk Construction Company Inc.
113. This Subcontractor is responsible for all costs related to incorrectly located or installed penetrations that were installed by this Subcontractor's own workforce.
114. NA.
115. The Subcontractor's bid proposal, with any listed inclusions, exclusions and/or clarifications is superseded by this Agreement.
116. In the event there is any ambiguity, conflict, or disagreement relative to items, or arrangements to be furnished under this subcontractor, the Owner and/or Architect will determine which takes precedence. It is understood that the Subcontractor shall furnish the items or arrangements of greater quantity, better quality, or higher cost, as conclusively determined by the Owner and/or Architect at no additional cost to the Owner or Suffolk Construction Company, Inc. The intent is this Subcontractor shall include all work necessary for a complete system, as reasonably inferable from the contract documents, whether specifically shown or not.

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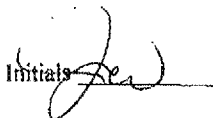
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117. Security of personnel, equipment, uninstalled materials, vehicles, on-site trailers temporary facilities, etc. is the sole responsibility of each Subcontractor through Final Completion. Any overall site security on behalf of Suffolk and/or the Owner or lack thereof, shall not lessen or transfer the Subcontractor's liability in the event of a loss. A loss of this nature will not be processed against the Builders Risk Policy for the project and the subcontractor shall be responsible for all costs of any such loss.
118. For claims against the Owner's Builder Risk policy, this Subcontractor is responsible for up to the \$10,000 deductible, per occurrence.
119. Subcontractor shall protect the Work, material, and equipment against the threats of impending tropical storms, hurricanes, etc.; Subcontractor shall fully cooperate with Suffolk in securing this project to protect the public and property from injury and/or damage. This storm protection requirement is a part of this Subcontractors specific scope of work under this Contract. This Subcontractor acknowledges that this project is located on a barrier island and that 48 hours prior to landfall, mandatory evacuation will be required. This Subcontractor shall provide any and all manpower as necessary to secure and prepare the site in case of landfall, prior to mandatory evacuation period. Recovery of costs or damages due to a named storm, if any, will be limited to those costs recovered by Contractor from Owner and/or Builder's Risk insurance for Subcontractor provable storm related damages.
120. The Owner may allow for billing for shop drawings, mobilizations, and stored materials that are job specific. Materials, which are job specific, may be billed when stored off site with proper insurance and transfer of title subject to the Owner's and Lender's approval.
121. This Subcontractor certifies that he has anticipated the cost of Work under the subcontract and no additional compensation via direct payment or billable change orders will be authorized by Suffolk for changed conditions, escalations, force-majeure, etc. All pricing is guaranteed for the duration of the project.
122. This project will have a Contractor Controlled Insurance Program (CCIP) for general liability insurance and workman's compensation. The subcontractor will provide all documentation requested by the CCIP administrator to enroll in the CCIP. No exceptions will be granted. The subcontract value will be "net" reflecting full credit of general liability insurance and worker's compensation premium attributable to this project, based on the amount provided by subcontractor at time of bid. Value is subject to adjustment by CCIP Administrator after review of all supporting documentation. This Subcontractor shall fully comply at all times with requirements of the project CCIP Manual.
123. Each Subcontractor shall be responsible to provide any materials, and layout of those materials, built into other Subcontractor(s)' work, i.e., anchors, pipe sleeves, inserts, conduit pipes, lugs, elips, brackets, braces, hanger, bolts, miscellaneous metals, access panels and similar items. If the associated Subcontractor fails to supply or layout the embedded item to the Subcontractor at the time of installing the rough work, all cutting and patching will be the responsibility of that Subcontractor.
124. This Subcontractor shall obtain all one-time product approvals for any systems provided within this Scope of Work as required by the Contract Documents and/or authority having jurisdiction.
125. Provide delivery, receipt, handling, distribution, and storage of all materials, equipment and fixtures under this scope of work.

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126. This Subcontractor is responsible to repair, replace or modify any erosion control measures as required to perform this scope of work.
127. This Subcontractor shall provide all testing and certification required per the contract documents required to complete this scope of work, including any required after hours testing or testing preparation.
128. Include tags, labels, color coding and operating instructions required for this scope of work per the contract documents.

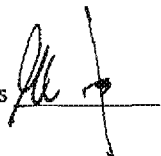
ARTICLE 12: SPECIFIC SCOPE OF WORK

The Scope listed below is intended to highlight the Work of this Subcontract and does not intend to list each and every item required by the Contract Documents. This Subcontractor shall perform all Work required by the Contract Documents.

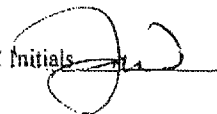
STRUCTURAL STEEL:

129. This subcontract includes all structural steel work including but not limited to include all columns, beams, trusses, girders and bracing indicated or as required on the structural drawings. Include moment framing and braced frames as indicated. Architectural and MEP plans shall be used as a supplement to the structural steel documents providing requirements for structural steel are indicated on the structural documents.
130. Include Steel members to be prepped as shown. Steel is fireproofed as indicated. Steel is to be free of mill scale and rust. Exclude coal tar epoxy coating where steel is encased. Include galvanized steel as indicated. Include painted steel where indicated. Include specified prep at steel that is exposed to view, weather, and or atmosphere.
131. Furnish and deliver anchor bolts with template and other embeds for installation by others. Include precise placement drawing. Include survey of anchor bolt placement after placement. Include report in writing to contractor within 3 working days of survey. (3) Templates shall be furnished per configuration / type.
132. Provide base plates, leveling plates, bearing plates and misc connection plates and angles as required. Include shims, splices and stiffeners as required.
133. Provide temporary erection bracing as required.
134. Provide horizontal and vertical shear studs as required. Include clean up of all debris before deck low down by others. Include removal of, but not limited to, ferrules and bolt ends.
135. Provide metal deck as indicated.
136. This subcontract includes dunnage. Include misc iron opening frames for all HVAC shafts as shown, stair openings, elevators, roof hatch, and roof vents as shown in the structural documents. Include size and location as needed. This subcontractor has included these framed openings. Deck cutting is by others.

Subcontractor Initials



SCCI Initials

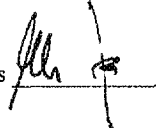


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137. Include engineered shop drawings including piece drawings; Include calculations, mill certifications, and product data. Include shop drawing schedule, erection schedule, deck schedule and floor turnover schedule coordinated with phasing plan.
138. Exclude loose lintels curtain wall support except as noted on structural.
139. This subcontract includes support of all exterior wall masonry, stone and precast systems specifically at long span trusses including all continuous relieving angles, channel extension, kickers, angles connections, bracing, and column gussets as required. Include field erection and or adjustment of relieving angle.
140. This subcontract includes hoist beams. Size confirmation will occur before development of shop drawings.
141. Include column splices only as approved by engineer. Where not approved, this subcontractor includes full member.
142. Includes installation of 2-line safety cable at perimeter, along column line at elevated floors (as required) and framed openings. (i.e. shafts, stair, elevator) Maintenance shall be done while subcontractor is on floor. The cables shall be installed with turnbuckles with a maximum 2-bay limit at each building corner to allow ease in maintenance. Installation of roof safety cable must be installed to avoid interference with roof installation.
143. Includes layout of this subcontractors own work from benchmarks and offset by GC.
144. This subcontract includes all cranes sized as required to complete the scope of work and in accordance with the construction schedule, CM plan, Leave outs, temp elements, and timing etc. Include other hoisting equipment as required. Provide sketches indicating crane requirements including mat foundation size and reaction loads. Include come back to complete the erection as required to finish areas that have been left out due to locations of crane, or hoists.
145. This subcontractor shall schedule deck turnover not to exceed a 4 floor separation
146. This Subcontractor is responsible to coordinate under Suffolk Construction's Supervision with rail contractor, precast contractor and concrete shell contractor for the entire project erection sequencing. The projects critical path runs through the setting of the elevated rail FIB's, this subcontractor's work and crane sequencing follows the setting of these FIB's and understands the access constraints. This subcontract includes the required crane time to meet the project schedule and accommodate the 2nd shift work of the concrete shear wall operation.
147. Includes hoisting chemical toilets. Include relocation and removal
148. Includes cutting deck for framed openings. Includes protection and maintenance of safety protection while on project floor. Cutting deck for non-framed MEP openings will be by others.
149. Include submission to superintendent of anticipated delivery tickets 48 hrs in advance. Includes submission of actual steel delivery tickets to SCCI on a daily basis.
150. Coordination with the concrete shear wall installation is required for embed plates and columns.

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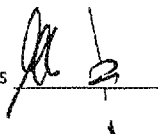
Date: June 17, 2016

151. This subcontractor acknowledges that all costs associated with material surcharges, labor increases, and material availability expediting with direct relationship to the project schedule have been incorporated into this scope of work.
152. This subcontractor includes all OSHA required lighting for 2nd shift work performed by this subcontractor.
153. This subcontractor shall include an additional month of crane time (22 working days) for picks for other trades without erection crew.
154. This subcontractor shall coordinate the steel to concrete (shear wall and column) connections to accommodate the allowable tolerances of both structure and concrete.
155. Provide electric welders
156. This subcontractor shall provide all structural supports and misc. metal supports associated with the Precast V structures as outlined in the contract documents.
157. The following ADF Sketches are included as part of the scope of work: EOS1, EOS3, EOS4, EOS5, DS1, DS2, EMB-DS, CS02, CS03, & CS04 – Reference STRUCTURAL STEEL - ATTACHMENT A: SEPTEMBER 17, 2015
158. Metal decking has been provided as follows:
 - a. MS-1: 3" x 18 Gauge
 - b. MS-2: 2" x 18 Gauge
 - c. MS-3: 3" x 18 Gauge
 - d. MS-4: 3" x 18 Gauge
 - e. Roof Deking as indicated on ST-1061 through ST-1067 has been included as 2" x 20 Gauge.
159. The plate girder schedule indicated on drawing ST-4070 is incomplete however this subcontractor has included a value of \$2,662,000.00 (605 Tons) which includes connections.

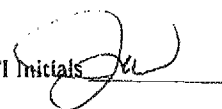
EXCLUSIONS:

160. Supply and installation of the Precast V structures.
161. All 3rd party inspections including NDE
162. DTI washers have been excluded.
163. Crane pads / grading / stone / compaction
164. Bond costs
165. Couplers, and all deformed bar anchors.
166. Grouting of Baseplates
167. Bollards

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- 168. Trench Drains
- 169. Steel Sleeves per Detail 4 on drawing ST-3060
- 170. Steel Sleeves per Detail 4 & 6 on drawing ST-3090
- 171. Deck at stair framing shown on Contract Document ST-4090
- 172. Concrete encased steel column per Contract Document ST-4050 detail 4

ARTICLE 12.1: QUALITY / MANAGEMENT PROGRAM

- 173. This Subcontractor shall participate in the Contractor's, three-tier, Quality Management Program, including procedures for (1) Planning & Coordination, (2) First Delivery Inspections & Benchmarking and (3) Maintenance & Follow-up and designate an on-site Quality Control Representative, who can be the Subcontractor's full-time superintendent or foreman.
 - a. Tier 1 - The Planning and Coordination level of quality control begins upon executing the Subcontractor's Contract Agreement and prior to work being performed. The Subcontractor, along with the rest of the Project Team, is required to carefully review all construction documents, identify quality expectations and develop the Quality Management Plan. The Subcontractor will assist in identifying time frames for fabrication delivery and staging. The critical procurement activities shall be incorporated into the project's Baseline Schedule. The Subcontractor, along with the rest of the Project Team, shall be tasked with overseeing Quality Management issues throughout the project. The Subcontractor shall attend and participate in all Quality Management Meetings.
 - b. Tier 2 - The First Delivery Inspection process entails the inspection of all materials delivered to the site, to be incorporated into the Work, to ensure that they meet the plans, specifications and approved submittals prior to installation. The Subcontractor shall execute First Delivery Inspections and notify the Contractor of compliance. Along with other members of the Project Team, The Subcontractor shall identify Benchmark requirements for first-time completion of identified sections of work. The Subcontractor shall notify the Contractor upon successful completion of all Benchmark items for Project Team approval, prior to proceeding with other like work. The Subcontractor shall work with the Contractor's Site Superintendent to ensure that all First Delivery Inspection and Benchmark Inspection documents are maintained. Benchmark Inspections are required for all Footings Foundations; Walls and Wall Forms; Structural Framing; Roof Systems; Exterior Facades; Interior Finishes and MEP Systems.
 - c. Tier 3 - The Maintenance & Follow-up process begins upon satisfactorily completing the Benchmarks Inspections established. The Subcontractor shall ensure that subsequent assemblies and installations continue to meet or exceed the Benchmark standards established. The Subcontractor agrees to schedule regular inspections with the Contractor and document non-compliance. Quality Management and Benchmark issues will be reviewed at the Contractor's Weekly Foreman's Meeting and Monthly Schedule Meeting.
- 174. This Subcontractor shall provide a Quality Control Plan for the applicable scope of work. QC Plan to be submitted in PDF and Word format for approval by SCCI and design team.

Subcontractor Initials 

SCCI Initials 

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175. This Subcontractor shall designate a QA/QC Manager to implement and monitor the QA/QC program. QA/QC inspections to be documented in this Subcontractor daily field reports.

ARTICLE 12.2: MOCK-UPS

NA

ARTICLE 12.3: ACCEPTED VALUE ENGINEERING

NA

ARTICLE 12.4: ALLOWANCES

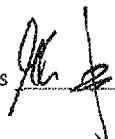
The Subcontract Amount includes the following allowance(s). The allowances include the Subcontractor's mark-up for overhead, profit, taxes, insurance, bond, etc. Suffolk Construction Company Inc. will control these allowances in their entirety. Subcontractors will not be paid for any work they perform that is related to the allowance unless they receive written authorization from Suffolk Construction Company Inc., to proceed with the work. Lack of written approval from Suffolk will preclude the release of funds for these allowances. Subcontractors must also have daily work order tickets with a detailed description and location of the work performed signed by the Suffolk Superintendent verifying the labor and material that will be billed against each allowance. Payment will be made to the Subcontractor for only completed work. Any allowance funds not used will be returned to Suffolk Construction Company Inc., in the form of a deductive change order. The following allowances are included in the Scope of Work:

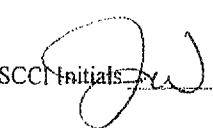
Item No.	Description	Amount
01	Plate Girders associated with detail # 3 on Contract Document ST-4070	\$2,662,000.00
02		
03		
04		

ARTICLE 12.5: ALTERNATE SCOPES OF WORK

The following alternates are not included in the Subcontract Work and shall be available to the Owner and the Contractor at their option, at any point during the duration of the project, and include the Subcontractor's mark-up for overhead, profit, taxes, insurance, bond, and delivery (F.O.B. jobsite), and all other costs for a complete and proper installation. The Alternates are applied as adds or deducts to the Subcontract Amount. This Subcontractor acknowledges that the values of the Alternates include any and all requirements for the proper incorporation of these Alternates into the Scope of Work and no additional cost (over and above the stated cost of the Alternate) or time will be required to complete the work, including any acceleration that may be required to incorporate the changed or additional Work.

Item No.	Description	Add/Deduct	Amount
01	Provide V Structure Mock Up		

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SCC Initials 

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02	Remove Composite Cleanup Crew	Deduct	\$110,000
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ARTICLE 12.6: UNIT PRICES

Unit Prices shall govern changes in the work, whether they are additions or deductions to the Subcontract Amount required during the course of the work. Unit Prices shall be total costs including the Subcontractor's labor burden, overhead, profit, taxes, insurance, bond, and delivery (F.O.B. jobsite) and all other costs for a complete and proper installation. The Unit Prices shall remain the same for the duration of the project, through the standard one (1) year warranty period from final completion.

Item No.	Description	Unit Price	U.O.M.
01	888 Crawler Crane (operated)	\$425.00	Hr
02	75/100 Ton Picker Crane (operated)	\$195.00	Hr
03	Manlift (JLG Boomlift)	\$80.00	Hr
04	Forklift (Lull)	\$45.00	Hr
05	Welding Machine	\$26.00	Hr

ARTICLE 12.7: LABOR RATES

Hourly rates include all labor burden, overhead, profit, insurance, taxes, etc. The Labor Rates shall remain the same for the duration of the project, through the standard one (1) year warranty period from final completion.

Item No.	Description	Straight Time Rate	Overtime Rate
01	Engineer	\$115.00	\$\$\$145.00
02	Detailer	\$85.00	\$105.00
03	Shop Labor	\$65.00	\$85.00
04	Iron Worker	\$65.00	\$85.00
05	Foreman	\$70.00	\$92.00
06	Superintendent	\$85.00	\$105.00
07	General Foreman	\$75.00	\$105.00

END OF SCOPE

Subcontractor Initials JK

SCC Initials JW

**ALL ABOARD FLORIDA – MIAMI TERMINAL
JOB #214162**

**EXHIBIT A
LIST OF CONTRACT DOCUMENTS**

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Exhibit A	Index of Contract Documents
Exhibit A-1	List of Contract Drawings & Specifications
Exhibit B	The Scope of Work
Exhibit C	Sample Insurance Certificates
Exhibit D	OCIP/CCIP Addendum
Exhibit E	Accident Report Forms
Exhibit F	Subcontractor's Field Force Report
Exhibit H	BIM Rider
Exhibit J	Owner Direct Purchase Order
Exhibit L	LEED Score Card for Project
Exhibit M	Performance Bonds
Exhibit P	Warranty Letter
Exhibit Q	Jessica Lunsford Act
Exhibit R	Davis Bacon Wage Requirements
Rider S	Safety
Rider S-1	Hazardous Communication Regulation
Rider S-2	Hazardous Communication Program

All Aboard Florida - Miami Terminal
Miami, FL

Suffolk

EXHIBIT A-1
LIST OF CONTRACT DRAWINGS



DOCUMENT DATE: September 16, 2015

NUMBER	DRAWING TITLE	PREPARED BY	DOCUMENT	DATE
	Cover Sheet	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
GT-0003	DRAWING LIST - STRUCTURE	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1001	GROUND PART PLAN 1	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1002	GROUND PART PLAN 2	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1003	GROUND PART PLAN 3	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1094	GROUND PART PLAN 4	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1005	GROUND PART PLAN 5	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1006	GROUND PART PLAN 6	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1007	GROUND PART PLAN 7	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1008	GROUND PART PLAN 8	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1011	TRAIN STATION PARKING PART PLAN 1	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1012	TRAIN STATION PARKING PART PLAN 2	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1013	TRAIN STATION PARKING PART PLAN 3	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1014	TRAIN STATION PARKING PART PLAN 4	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1015	TRAIN STATION PARKING PART PLAN 5	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1016	TRAIN STATION PARKING PART PLAN 6	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1017	TRAIN STATION PARKING PART PLAN 7	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1018	TRAIN STATION PARKING PART PLAN 8	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1021	MEZZANNIE PART PLAN 1	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1022	MEZZANNIE PART PLAN 2	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1023	MEZZANNIE PART PLAN 3	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1024	MEZZANNIE PART PLAN 4	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1025	MEZZANNIE PART PLAN 5	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1026	MEZZANNIE PART PLAN 6	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1027	MEZZANNIE PART PLAN 7	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1028	MEZZANNIE PART PLAN 8	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1031	UNDER RAIL LEVEL PART PLAN 1	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1032	UNDER RAIL LEVEL PART PLAN 2	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
1033	UNDER RAIL LEVEL PART PLAN 3	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1034	UNDER RAIL LEVEL PART PLAN 4	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1035	UNDER RAIL LEVEL PART PLAN 5	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1036	UNDER RAIL LEVEL PART PLAN 6	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1037	UNDER RAIL LEVEL PART PLAN 7	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1038	UNDER RAIL LEVEL PART PLAN 8	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1041	PLATFORM PART PLAN 1	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1042	PLATFORM PART PLAN 2	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1043	PLATFORM PART PLAN 3	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1044	PLATFORM PART PLAN 4	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1045	PLATFORM PART PLAN 5	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1046	PLATFORM PART PLAN 6	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1047	PLATFORM PART PLAN 7	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1048	PLATFORM PART PLAN 8	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1051	TRAIN STATION LOWER ROOF PART PLAN 1	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1052	TRAIN STATION LOWER ROOF PART PLAN 2	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1053	TRAIN STATION LOWER ROOF PART PLAN 3	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1054	TRAIN STATION LOWER ROOF PART PLAN 4	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1055	TRAIN STATION LOWER ROOF PART PLAN 5	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1056	TRAIN STATION LOWER ROOF PART PLAN 6	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1057	TRAIN STATION LOWER ROOF PART PLAN 7	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1061	TRAIN STATION UPPER ROOF PART PLAN 1	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1062	TRAIN STATION UPPER ROOF PART PLAN 2	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1063	TRAIN STATION UPPER ROOF PART PLAN 3	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1064	TRAIN STATION UPPER ROOF PART PLAN 4	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1065	TRAIN STATION UPPER ROOF PART PLAN 5	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1066	TRAIN STATION UPPER ROOF PART PLAN 6	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-1067	TRAIN STATION UPPER ROOF PART PLAN 7	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2010	TYPICAL SECTION THROUGH PLATFORM	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2011	OVERBUILD 3 MAT SECTIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2012	OVERBUILD 2 MAT SECTIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2013	OVERBUILD 1 MAT SECTIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2021	5TH STREET PLATE GIRDER ELEVATIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2022	6TH STREET PLATE GIRDER ELEVATIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
2025	PLATFORM ENCLOSURE SECTIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
2026	PLATFORM ENCLOSURE SECTIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2061	SHEAR WALL ELEVATIONS - BLOCK A	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015

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BUILDING

EXHIBIT A-1
LIST OF CONTRACT DRAWINGS



DOCUMENT DATE: September 16, 2015

NUMBER	DRAWING TITLE	PREPARED BY	DOCUMENT	DATE
ST-2103	OVERBUILD 3 SHEAR WALL ELEVATIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2105	OVERBUILD 2 SHEAR WALL ELEVATIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2107	OVERBUILD 1 SHEAR WALL ELEVATIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2113	OVERBUILD 3 SHEAR WALL ELEVATIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2115	OVERBUILD 2 SHEAR WALL ELEVATIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2117	OVERBUILD 1 SHEAR WALL ELEVATIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2203	OVERBUILD 3 SHEAR WALL ELEVATIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2205	OVERBUILD 2 SHEAR WALL ELEVATIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2207	OVERBUILD 1 SHEAR WALL ELEVATIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2213	OVERBUILD 3 SHEAR WALL ELEVATIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2215	OVERBUILD 2 SHEAR WALL ELEVATIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-2217	OVERBUILD 1 SHEAR WALL ELEVATIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-3040	REINFORCED CONCRETE SLAB DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-3050	TYPICAL CONCRETE SLAB DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-3060	REINFORCED CONCRETE BEAM SCHEDULE AND DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-3061	REINFORCED CONCRETE BEAM DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-3081	REINFORCED CONCRETE SHEARWALL DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-3082	OVERBUILD SHEAR WALL DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-3083	OVERBUILD SHEAR WALL DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-3084	OVERBUILD SHEAR WALL DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-3085	OVERBUILD SHEAR WALL DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-3090	REINFORCED CONCRETE SHEARWALL DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-3100	REINFORCED CONCRETE LINK BEAM SCHEDULE AND DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-3140	CMU DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-3150	CMU DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4000	TYPICAL METAL DECK SLAB SCHEDULES AND DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4010	TYPICAL STRUCTURAL STEEL DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4020	TYPICAL STRUCTURAL STEEL COLUMN SCHEDULES & DETAILS	SOM	EARLY PACKAGE 2 - ISSUED FOR CONSTRUCTION - BULLETIN 4	8/21/2015
ST-4030	TYPICAL STRUCTURAL STEEL DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4040	STATION STRUCTURAL STEEL DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4041	ELEVATOR PIT DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4050	LONG-SPAN TRUSS STRUCTURAL STEEL DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4051	LONG-SPAN TRUSS STRUCTURAL STEEL DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4060	LONG-SPAN TRUSS BEARING DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4070	PLATE GIRDER SCHEDULE AND DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4080	"V" LEG AND BASE DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4081	"V" UNDER RAIL DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4082	"V" UNDER RAIL DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4083	"V" EXPANSION JOINT DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4085	PLATFORM SECTION AND DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4088	CANOPY DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4090	STEEL STAIR SECTIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4091	STEEL STAIR SECTIONS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-4095	BOOMERANG ELEVATOR SECTIONS AND DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-5000	SKIN STRUCTURE EAST MODULE	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-5001	SKIN STRUCTURE EAST ELEVATION	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-5002	SKIN STRUCTURE WEST MODULE	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-5003	SKIN STRUCTURE WEST ELEVATION	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-5004	SKIN STRUCTURE SOUTH MODULE	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-5005	SKIN STRUCTURE SOUTH ELEVATION	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-5010	"V" 3D DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015
ST-5011	"V" 3D DETAILS	SOM	EARLY PACKAGE 4 & 5 - ISSUED FOR GMP	8/21/2015

Long Form Sample Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 OF 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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Subcontractor's Agent	CONTACT NAME:		
	PHONE (A/C, NO., EXT.):	PHONE (A/C, NO.):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID#		
INSURED Subcontractor's Name and Address (Must Match Name on Contract) Sample Certificate for Enrolled Parties	INSURERS AFFORDING COVERAGE		NAIC #
	INSURER A: Subcontractor's Insurance Company(ies)		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	Policy Number	Date	Date	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$1,000,000.00 PRODUCTS - COMP/OP AGG \$1,000,000.00
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTO <input type="checkbox"/> _____	X	X	Policy Number	Date	Date	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	X	X	Policy Number	Date	Date	EACH OCCURRENCE \$3,000,000.00 AGGREGATE \$3,000,000.00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		X	Policy Number	Date	Date	<input checked="" type="checkbox"/> WG STATU-TORY LIMITS <input type="checkbox"/> OTH - ER E.L. EACH ACCIDENT \$500,000.00 E.L. DISEASE-EA EMPLOYEE \$500,000.00 E.L. DISEASE-POLICY LIMIT \$500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 For the work performed by (name of sub) at All Aboard Florida - Miami Terminal Project #214162, Suffolk Construction Company and All Aboard Florida - Operations LLC, its Lenders and affiliates, and Florida East Coast Railway, LLC are additional insureds on a primary and non-contributory basis on the General Liability (ISO endorsement CG 2010 11/85 version or equivalent attached with a copy of this certificate), Automobile, and Excess/Umbrella liability policies. Waiver of subrogation in favor of Suffolk Construction Company and the Owner applies to all policies. GL & WC Coverage applies off-site.

CERTIFICATE HOLDER Suffolk Construction Co., Inc. One Harvard Circle, Suite 100 West Palm Beach, FL 33409 Attn: Racquel Downing Email: rdowning@suffolk.com	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

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

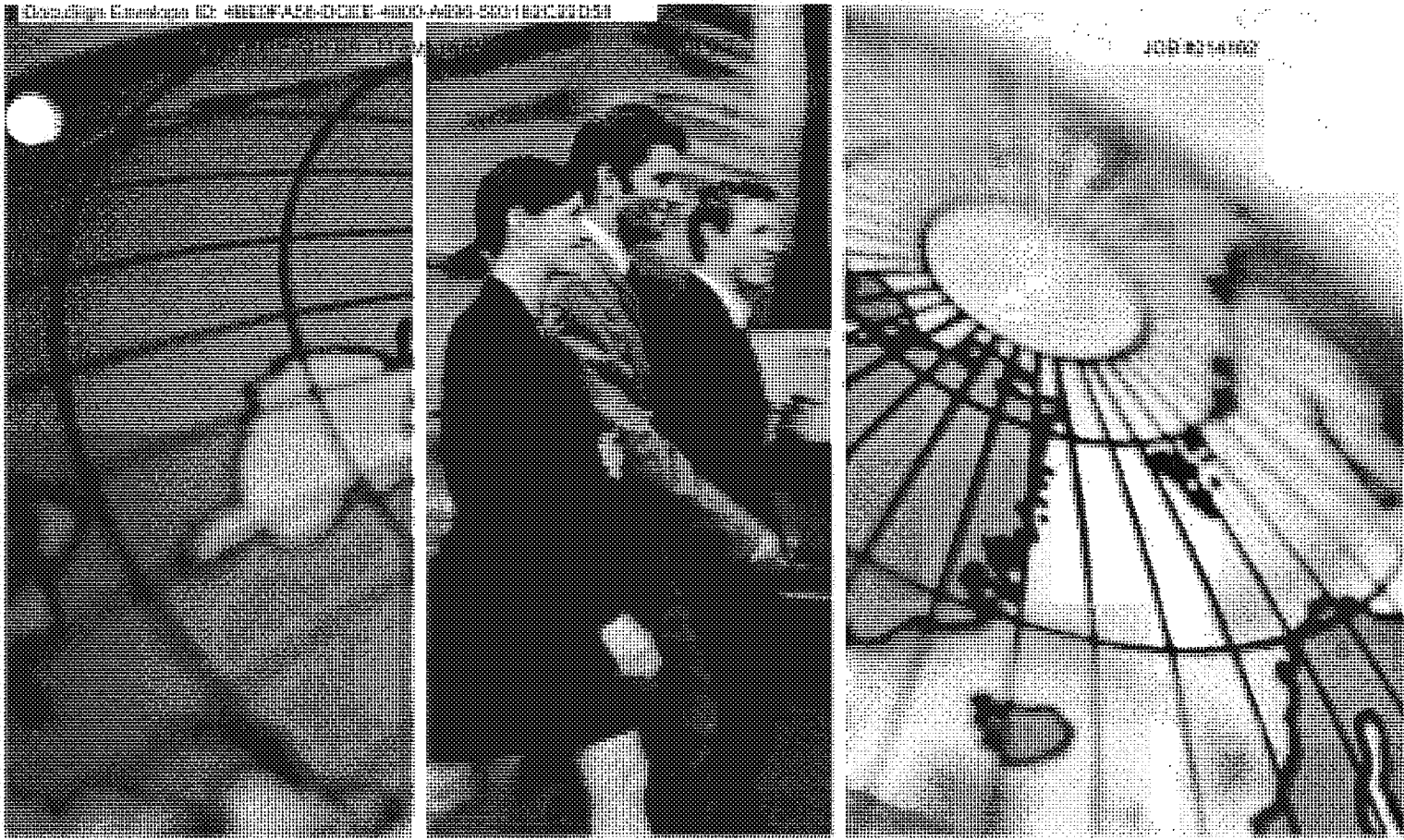
SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

SAMPLE



Project Insurance Manual
Suffolk Construction Company, Inc. CCIP
All Aboard Florida-Miami Terminal
Presented by LocktonSM Companies
This Manual is a Contract Document
December 9, 2015



L O C K T O N C O M P A N I E S

Welcome to the Suffolk Construction Company, Inc. Controlled Insurance Program!

To Our Valued Contractors:

On behalf of Suffolk Construction Company, Inc., I would like to thank you for your participation in our Contractor Controlled Insurance Program (CCIP). Like you, the team assembled for the CCIP is dedicated to a safe work environment, and we are committed to achieving that objective. Your participation in the CCIP is a key component of that effort.

This Project Insurance Manual contains important information about the CCIP, and we encourage you to read and review it with your own insurance broker. Please direct any questions about the CCIP to Suffolk Construction Company, Inc. telephone numbers and other contact information are set forth inside.

We look forward to working with you on this Project to make it safe and successful.

Sincerely,

Risk Management

Suffolk Construction Company, Inc.

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SECTION 1: CCIP PROCESS OVERVIEW AND OTHER INFORMATION

Section 1.1 Overview of Basic Requirements and Components

The following provides an overview of some of the basic requirements and components of the CCIP process. It applies to all Eligible Parties.

- ❖ Enrolled Parties must prepare your bid to remove the cost of CCIP provided insurance. Excluded Parties should bid with this coverage included
- ❖ If your bid is accepted, you must contact the CCIP Administrator to discuss the process for enrolling in the CCIP. Enrollment is mandatory but not automatic.
- ❖ Suffolk Construction may modify this bidding and insurance cost identification as necessary based on the specific project requirements.
- ❖ Prior to starting work at the Project Site, you must complete and submit the required Enrollment Form to the CCIP Administrator. You also must complete and submit a Classification/Payroll Worksheet and all required documentation to the CCIP Administrator for its review. These blank forms can be found in the Appendix to this Manual.
- ❖ Enrollment is required for each contract you hold.
- ❖ The CCIP Administrator will transmit a letter and certificate/evidence of insurance to you to confirm your enrollment in the CCIP, if approved. A workers' compensation policy will be provided shortly thereafter.
- ❖ You must provide a certificate of insurance from your agents, brokers or insurers to the Suffolk Insurance Administrator identified on page 8 providing evidence of required coverages away from the Project Site (off-site) for workers' compensation and general/excess liability, as well as on-site and off-site automobile liability insurance, contractor's equipment floater coverage, and other insurance required by the Contract Documents.
- ❖ You must include required CCIP contract language in all subcontracts and provide a copy of this Manual to all Subcontractors of any tier.

- ❖ After enrollment, you must submit a Monthly Payroll Report each month and for each contract to the CCIP Administrator for the duration of your work. These monthly payroll reports are due no later than the 10th day of each month. You also can provide copies of these CCIP monthly payroll reports to your own insurance companies to ensure the payroll for the Project is deleted from audits of your regular insurance policies.
- ❖ You must comply with all safety and claim reporting procedures established for the Project.
- ❖ You must provide notice to the Sponsor and the CCIP Administrator of completion of your work, using the required Notice of Completion form set forth in the Appendix to this Manual.
- ❖ The Sponsor, the CCIP Administrator, and/or a CCIP Insurer may conduct an audit of your payroll records for the Project.

Please refer to the other parts of this Manual for more detailed information about the CCIP and other insurance and administrative requirements, including insurance requirements for Excluded Parties.

Section 1.2: What This Manual Does

This Manual:

- ❖ Identifies responsibilities of the various parties involved in the Project.
- ❖ Provides a basic description of the CCIP coverage and program structure.
- ❖ Describes audit and administrative procedures.
- ❖ Provides a basic description of other insurance requirements.

Section 1.3: What This Manual Does Not Do

This Manual does not:

- ❖ Provide CCIP coverage interpretations.
- ❖ Provide complete information about CCIP coverages.
- ❖ Provide answers to specific claims questions.

SECTION 2: IMPORTANT CONTACT INFORMATION

CIP Administration Contacts		
CIP Administrator	Lockton Companies	Lockton Companies 444 West 47th Street, Suite 900 Kansas City, MO 64112-1906 Phone: (816) 960-9000
CIP Unit Manager	Mary Ann Krauthelm	Phone: (816) 960-9624 mkrauthelm@lockton.com
CIP Account Executive	Megan Remley	Phone: (816) 960-9539 mremley@lockton.com
CIP Enrollment Coordinator	Jason Murray	Phone: (816) 960-9105 jmmurray@lockton.com
Loss Control	Dwayne Hartman	Phone: (636) 379-5227 dhartman@lockton.com
Claims Consultant—Workers' Compensation	Molly Siverts	Phone: (763) 512-8645 msiverts@lockton.com
Claims Consultant—General Liability	Kelley Merrick	Phone: (816) 960-9773 kmerrick@lockton.com
Suffolk Construction Company Contacts		
Project Manager	Bryant Bell	Phone: (786) 804-4424 bbell@suffolk.com
Site Safety Manager	John Murphy	Phone: (561) 282-3053 jmurphy@suffolk.com
Project Superintendent	Mark Hughes	Phone: (786) 510-3029 mhughes@suffolk.com
Insurance Administrator	Racquel Abelha	Phone: (561) 282-3075 rabelha@suffolk.com
Claims Manager	Sara VanDeCarr	Phone: (617) 517-5223 svandecarr@suffolk.com
Claims Manager	Walter May	Phone: (617) 517-4327 wmay@suffolk.com
Insurance	Carrier	Policy Number
Workers' Compensation	National Union Fire Insurance Co. of Pittsburgh PA	016142628
General Liability	National Union Fire Insurance Co. of Pittsburgh, PA	5610554-Commercial/5610555-Residential
Excess Liability—Primary	ACE American Insurance Company	XCQG27637589
Excess Liability—\$10M xs \$5M	AIG	34202412
Excess Liability—\$10M xs \$15M	Endurance Insurance Company	EXC1000630330
Excess Liability—\$25M xs \$25M	Lexington Insurance Company	018196395

Click here to enter text.

SECTION 3: DEFINITIONS

As used in this Manual:

“CCIP Administrator” means Lockton Companies.

“CCIP” means Contractor Controlled Insurance Program. Coordinated insurance program providing certain coverages as defined herein for Suffolk and eligible enrolled parties performing work at the project site.

“Contract Documents” means the documents executed between a Contractor and the Sponsor and/or a Contractor and a Subcontractor and/or between Subcontractors of different tiers.

“Contractor” means a Contractor and/or the entity that has a contract with the Sponsor to perform work at the Project Site.

“Eligible Parties” means Contractors and Subcontractors eligible for enrollment, except those designated as Excluded Parties.

“Enrolled Parties” means Contractors and Subcontractors that have been enrolled in the CCIP, as evidenced by a confirmation letter and certificate of insurance issued by the CCIP Administrator.

“Excluded Parties” means Contractors and Subcontractors which were not enrolled in the CCIP or that are not eligible for enrollment as provided below:

- ❖ Entities that perform hazardous materials remediation, abatement, removal, and/or transport companies, and their consultants.
- ❖ Any subcontractor performing structural demolition.
- ❖ Architects, engineers, and soil testing engineers, and their consultants.
- ❖ Any person and/or organization that fabricates and/or manufactures products, materials, and/or supplies away from the Project Site (provided, however, that the Sponsor at its sole discretion may designate a fabricator or supplier as an Eligible Party in the event that it or its Subcontractors directly generates payroll at the Project Site).

❖ Any other parties whom the Sponsor at its sole discretion, or through the CCIP Administrator, elect to exclude from the CCIP, even if otherwise eligible.

“Final Audited Payroll” means the total of all expended payroll for work performed at the Project Site, for each contract, and verified by the Sponsor, the CCIP Administrator, or an Insurer.

“Final Reported Payroll” is defined as the total of all expended payroll reported to the CCIP Administrator for work performed at the Project Site for each contract.

“Insurer” means any insurance company issuing policies for the CCIP.

“Manual” means this Project Insurance Manual.

“Off-Site” means the premises outside of the area defined by the Contract as the Project Site.

“On-Site” means the premises within the area defined by the Contract as the Project Site.

“Contractor” means an individual or company licensed to perform construction activities.

“Project Site” means the “project location” (designated in this manual and more fully identified in the subcontract) and adjacent or nearby areas where incidental operations are performed, excluding permanent locations of any enrolled party.

“Sponsor” means Suffolk Construction Company, Inc.

“Subcontract” means a written or oral agreement between the contractor/sponsor and the subcontractor, including subcontractors of any tier.

“Subcontractor” means a person or entity of any tier under a Contractor that has a contract or purchase order to perform work at the Project Site.

“Work” means operations, as fully described in the subcontract, performed at the project site.

“You” means a Contractor or a Subcontractor, as applicable.

The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

SECTION 4: CCIP SUMMARY OF COVERAGES

Section 4.1: General

The purpose of the CCIP is to provide a consolidated insurance program to protect all Enrolled Parties against injuries and liabilities arising out of work at the Project Site. The CCIP provides Workers' Compensation and Employer's Liability, Commercial General Liability, and Excess Liability coverage for on-site operations. CCIP coverages apply only to those operations of each Enrolled Party performed at the Project Site in connection with the work and only to Enrolled Parties who are eligible for the CCIP. Enrolled Parties are responsible for compliance with all CCIP requirements for themselves and their Subcontractors of any tier.

Section 4.2: Summaries Do Not Alter or Amend CCIP Insurance Policies

The CCIP coverages and exclusions summarized in this Manual are set forth in full in their respective insurance policy forms. The summary descriptions of the CCIP coverages are not intended to be complete or to alter or amend any provision of the actual CCIP policies. Please refer to the CCIP insurance policies for additional terms, exclusions, and conditions. Policies are available upon written request. In the event any provision in summary below conflicts with the CCIP insurance policies, the provisions of the policies shall govern. The provisions of this Manual are intended to be cumulative with the rights of the Contractor under the Contract Documents and are not intended to restrict or limit the Contractor's rights or an Enrolled Party's obligations. If after applying the foregoing, a conflict between this Manual with the Contract Documents still exists, the provisions most favorable to the Contractor shall govern and prevail.

Section 4.3: Review and Share This Manual with Others

Enrolled parties are encouraged to review this information with their:

- ❖ Insurance agents or brokers.
- ❖ Estimators prior to bidding on work.
- ❖ Payroll personnel who will be responsible for submitting payroll.
- ❖ Safety personnel who will be responsible for safety at the Project Site.

- ❖ Claims personnel who will be responsible for submitting claims.
- ❖ Subcontractors of all tiers.

Section 4.4: On-Site Workers' Compensation and Employer's Liability

Separate workers' compensation insurance policies will be issued to each Enrolled Party. The CCIP Insurer will report the payroll and loss experience incurred under the CCIP by each Enrolled Party to the applicable Workers' Compensation Rating Bureau. This information will impact future experience modification factors. Coverage will cease for any employee leaving the Project Site.

Insurer(s)	National Union Fire Insurance Co. of Pittsburgh, PA
On-Site Workers' Compensation Insurance	Statutory Limit
On-Site Employer's Liability Insurance	
Bodily Injury by Accident, each accident	\$1,000,000
Bodily Injury by Disease, policy limit	\$1,000,000
Bodily Injury by Employee, each employee	\$1,000,000

Section 4.5: On-Site Commercial General Liability Insurance

General Liability Obligation

At Suffolk's discretion, the sub-contractor or sub-subcontractor of any tier may be required to pay up to the first \$2,500 per occurrence to the extent losses payable are attributable to sub-contractor's Work, or the acts or omissions of its subcontractors or any other party performing any of the Work for whom the sub-contractor may be contractually or legally responsible.

This insurance is on a form providing no less coverage than a standard ISO commercial general liability insurance policy. The ISO commercial general liability policy form contains exclusions, some of which are employment-related practices exclusion; damage to the completed work of an insured arising from that work; damage to real and personal property in the care, custody, or control of the insured; pollution exclusion—modified with the hostile fire exception; and nuclear energy broad form exclusion.

Additionally, the policy has been endorsed to exclude, without limitation, liability arising from asbestos, automobiles, aircraft, watercraft, discrimination, and wrongful termination, architects and engineers' errors and omissions, professional liability, war, nuclear energy, pollution, fungus, and mold. This insurance will not cover products liability with respect to any product manufactured, assembled, or otherwise worked upon away from the Project Site. A single general liability policy will be issued for all enrolled parties with all enrolled parties as named insureds. The total available limits to all insureds combined are:

Insurer(s)	National Union Fire Insurance Co. of Pittsburgh, PA
On-Site Commercial General Liability Insurance	
Each Occurrence Limit	\$2,000,000
General Aggregate (Other Than Products/Completed Operations)	\$4,000,000
Products-Completed Operations Aggregate Limit, 10-year term with a non-reinstated aggregate limit after	\$4,000,000
<ul style="list-style-type: none"> ❖ Substantial completion, or ❖ Acceptance by the Contractor, or ❖ The Project put to its intended purpose. 	
Coverage to include:	
<ul style="list-style-type: none"> ❖ Personal injury ❖ Contractual liability ❖ Broad form property damage ❖ Independent contractors ❖ Severability of interest or cross liability ❖ Terrorism 	
Note:	
<ul style="list-style-type: none"> ❖ Limits are reinstated on an annual basis, except for Products-Completed Operations aggregate ❖ Occurrence basis ❖ Defense is outside of the limits ❖ Does not cover off-site operations of any enrolled party 	

Section 4.6: On-Site Umbrella/Excess Liability Insurance

This coverage is subject to its own terms and conditions and is excess of the Employers Liability and Commercial General Liability limits stated above. This insurance will not extend coverage for products liability to any insured party, vendor, supplier, material dealer, or others for any product manufactured, assembled, or otherwise worked upon away from the Project Site. A single excess liability policy will be issued for all enrolled parties. All projects under \$50,000,000 share one limit of liability. It also does not provide Enrolled Parties with excess coverage over other types of liability policies, such as auto liability insurance. The total available limits to all insureds combined are:

Insurer(s):	Various-See Page 7 for a complete listing
Combined Single Limit	\$50,000,000
General Annual Aggregate	\$50,000,000

Products-Completed Operations Aggregate Limit, 10-year term with a single non-reinstated aggregate limit after Substantial completion, or Acceptance by the Contractor, or The Project put to its intended purpose. Does not cover off-site operations of any Enrolled Party.	\$50,000,000
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Section 4.7: Coverages Not Part of CCIP

The following is a nonexhaustive list of coverages not part of the CCIP:

- ❖ Automobile liability
- ❖ Automobile physical damage
- ❖ Equipment, tools, or personal property
- ❖ Workers' compensation/employers liability (off-site)
- ❖ General liability/excess liability (off-site)
- ❖ Products liability
- ❖ Professional liability
- ❖ Environmental/pollution liability
- ❖ Employment practices liability
- ❖ Jones act coverage (crew members)—if applicable
- ❖ Protection and indemnity (operations of vessels)—if applicable
- ❖ Aviation/watercraft liability
- ❖ Builders Risk

Section 4.8: CCIP Is Not a Complete Insurance Program

The CCIP is not intended to provide a complete insurance program to an Enrolled Party. An Enrolled Party may wish to purchase additional coverage, as it deems necessary for its own account, at its own expense, and through its own efforts, for exposures not covered by this CCIP.

The CCIP policies of insurance procured and maintained shall not affect the Enrolled Party's liability to the Sponsor or others for the performance of any obligations assumed by Enrolled Party under the other applicable Contract Documents.

While the Sponsor will endeavor to maintain the CCIP with a scope of coverage equivalent to its present form, or broader, no warranty or representation is made that market conditions, cost, loss record, or other factors will not result in changes to the program at some future date. All Enrolled Parties will be promptly notified of any such changes along with appropriate instructions.

Enrolled Parties should note that the present insurance coverages provided and maintained by the Sponsor may afford broader coverage than required by the Contract Documents. The Sponsor, however, does not warrant or represent to continue such broader coverage throughout the duration of the Contract Documents.

Section 4.9: CCIP Cancellation or Modification

The Sponsor may, for any reason, modify the CCIP coverages, discontinue the CCIP, or request that an Enrolled Party withdraw from the CCIP upon thirty (30) days' written notice.

The Sponsor is not required to provide the CCIP. The Sponsor's election to terminate or not to furnish the CCIP can apply to only a single Contractor or Subcontractor, multiple Contractors or Subcontractors, or all Contractors and Subcontractors.

In the event of cancellation, Enrolled Parties will be provided notice as required by the terms of their individual contracts. In the event of such cancellation, the Sponsor shall, at its sole option, but at least thirty (30) days prior to the date of cancellation: (1) procure alternate insurance coverage for the policy or policies canceled; or (2) require Enrolled Parties to procure and maintain alternate insurance coverage for the policy or policies canceled, the amounts, contents, and carriers of which shall be acceptable to the Sponsor.

Enrolled Parties shall not attempt to cancel any of the policies described herein without the express written consent of the Sponsor, and any attempted cancellation without said express written consent shall be null and void.

SECTION 5: INSURANCE REQUIREMENTS FOR OFF-SITE AND OTHER ACTIVITIES

Section 5.1: CCIP Coverages Apply to On-Site Activities Only

Because CCIP coverage only applies to work performed at the Project Site, Enrolled Parties also must provide evidence of Workers' Compensation, Commercial General Liability and Umbrella/Excess Liability for their Off-Site operations at their own expense. In addition, Enrolled Parties must provide evidence of automobile liability and other coverages specified by the Contract Documents at their own expense. A certificate of insurance must be provided to the Suffolk Insurance Administrator identified on page 8 as evidence of the required coverages prior to the start of work.

Section 5.2: Sample Insurance Certificate

Prior to beginning work at the Project Site, Enrolled Parties must furnish certificates of insurance and applicable additional insured endorsements evidencing the insurance required under this section. An ACORD Certificate of Insurance or preapproved substitute is the required form. Each certificate must include the required wording in the sample Certificate of Insurance. Copies of endorsements must be included with the certificate of insurance. Enrolled Parties are responsible for seeing that updated certificates are filed with Suffolk Construction Company, Inc., as coverages expire and are renewed or changed before the date of expiration. Enrolled Parties should provide a copy of the sample certificate from this Manual to their agent or broker to ensure compliance with all requirements.

The sample certificate does not include all the types of coverage that may be required of certain Enrolled Parties. For example, it contains no mention of aviation, watercraft, pollution, or professional liability insurance, which may be required of some Enrolled Parties.

Enrolled parties are responsible for monitoring their sub-subcontractor's and/or vendor's Certificates of Insurance. Suffolk reserves the right to disapprove the use of sub-subcontractors or vendors unable to meet the insurance requirements or who do not meet other Suffolk policy requirements.

Section 5.3: Required Off-Site and Other Coverages

Enrolled Parties must obtain and maintain the following insurance coverages for Off-Site and other operations in a form and from insurance companies acceptable to the Sponsor:

- ❖ Statutory Workers' Compensation Insurance and Employers Liability insurance with statutory limits as required by law, including Longshore and Harbor Workers coverage and Maritime coverage, if appropriate.
- ❖ Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy (Coverage shall be equivalent to ISO occurrence form 1998; additional insured endorsements must be CG 2010 11/85 or its equivalent), including products and completed operations coverage and broad form contractual liability coverage.
- ❖ Standard Commercial Automobile Liability Insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers (On-Site and Off-Site). If transporting hazardous waste/materials from the Project Site, the MCS-90 Endorsement must be attached and supplied to the Contractor on a primary and noncontributory basis with limits of liability acceptable to the Sponsor.
- ❖ Subcontractors must provide their own property insurance for owned, leased, rented, and borrowed equipment, whether such equipment is located at a project site or "in transit." Subcontractors are solely responsible for any loss or damage to their personal property, including, without limitation, property or materials created or provided under the subcontract until installed at the project site, subcontractor tools and equipment, scaffolding, and temporary structures.
- ❖ Umbrella/Excess Liability Insurance.
- ❖ All other insurance required by the Contract Documents that is not provided under the CCIP, including, but not limited to professional liability insurance, pollution liability insurance, or aviation and/or watercraft liability insurance.

All policies (other than Workers' Compensation and Professional Liability) must be endorsed to include the entities as the Sponsor may request as additional insureds.

The insurance must apply on a primary and noncontributory basis on behalf of the additional insureds, and any other insurance available to the additional insureds shall be excess.

Section 5.4: Required Off-Site Limits

The following insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy:

Workers' Compensation Insurance	Statutory Limit
Employer's Liability Insurance	
Bodily Injury by Accident, each employee	\$500,000
Bodily Injury by Disease, each employee	\$500,000
Bodily Injury by Disease, policy limit	\$500,000
Commercial General Liability Insurance	
Each Occurrence Limit	\$1,000,000
General Aggregate---	\$1,000,000
Other Than Products/Completed Operations	
Products and Completed Operations Aggregate	\$1,000,000
Minimum of two years after date of completion	
Coverage to include:	
ISO policy form CG2010 11/85 or its equivalent	
Contractual liability	
Broad form property damage	
Personal injury	
Premises operations	
Independent contractors and subcontractors	
Fire legal liability	
Automobile Liability*	
Per Accident, Combined Single Limit	\$1,000,000
Umbrella Liability	
Each occurrence	\$3,000,000
Per project aggregate	\$3,000,000

*providing on-site and off-site coverage

Section 5.5: Required Waiver of Subrogation

All policies of insurance that are related in any way to work at the Project Site shall waive all rights of recovery under subrogation or otherwise against the Sponsor, owner, all Contractors and Subcontractors, and any additional entities as the Sponsor may request.

SECTION 6: CCIP PROCEDURES AND RESPONSIBILITIES

Section 6.1: Responsibilities for Eligible Parties

At Suffolk's discretion, the subcontractors may be assessed a \$2,500 penalty for subcontractor or sub-subcontractors of any tier not providing requested documents or online forms submittal.

Eligible Parties of any tier are obligated to follow the requirements of this Manual, including those responsibilities relating to the enrollment procedures, payroll reporting, subcontracting to others, change orders, final adjustment, accident claim reporting, and compliance with the safety program for the Project Site. Blank forms referenced may be found in the Appendix to this Manual.

Eligible Parties must prepare their bids to remove the cost of CCIP provided insurance. An Eligible Party whose bid is accepted must contact the CCIP Administrator to discuss the process for enrolling in the CCIP.

Within 5 days of contracting and on less than 45 days before mobilization, Eligible Parties must complete and submit the required Enrollment Form to the CCIP Administrator.

Primary Subcontractor must assure each sub-subcontractor of any tier enrolls in the CCIP within 5 days of contracting and no less than 45 days of mobilization

Eligible Parties must provide workers' compensation class codes applicable to the work to be performed at the Project Site.

Section 6.2: Enrollment Is Mandatory for Eligible Parties

Enrollment is mandatory but not automatic. Eligible Parties must enroll in the CCIP and maintain enrollment in the CCIP by submitting all required information to the CCIP Administrator. In addition, Eligible Parties must notify their Subcontractors of the procedure for enrollment in the CCIP, provide a copy of this project insurance manual and ensure that they enroll in and maintain enrollment in the CCIP.

No one can begin work at the Project Site until all enrollment and insurance requirements set forth in this Manual and in other Contract Documents (including provision of the required Certificate of Insurance for Off-Site activities) have been met and notice of enrollment confirmation is received.

Access to the project site will not be permitted until enrollment is complete. If a Subcontractor or sub-subcontractor obtains access to the site with or without Suffolk's knowledge, CCIP coverage will not be provided if the sub is not enrolled.

It is the obligation of Enrolled Parties to notify their own insurance agents, brokers, and companies of their CCIP participation.

Section 6.3: What to Do When Work Is Subcontracted to Others

A separate Contractor Application and Classification/Payroll Worksheet, along with the required documentation, is required for each Subcontractor eligible for enrollment, regardless of its tier. You must send immediate notice of each subcontract award to the CCIP Administrator and Site Superintendent using the required Subcontractor Award form set forth in the Appendix to this Manual, and provide each Subcontractor with a copy of this Manual. You also must assist the CCIP Administrator when a Subcontractor fails to submit required payroll information or otherwise does not cooperate with administrative procedures. All subcontracts must include the required CCIP contract provisions. Subcontractor shall cause all sub-subcontractors to submit a Form 3 enrollment form, in addition to collecting and retaining copies of appropriate certificates of insurance for sub-subcontractors.

Section 6.4: Closeout

Upon completion of the work and before any payment of retainage due at substantial completion of the entire work, the CCIP Administrator will process closeout for each contract. All payroll reports through the end of the contract must be submitted to the CCIP Administrator. Enrolled Parties are responsible for the closeout of their Subcontractors.

Section 6.5 Monthly Payroll Reporting

Enrolled Parties must submit payroll information to the CCIP Administrator by the 10th day of each month for the preceding month utilizing the Payroll Reporting Form located in the Appendix to this Manual. The Payroll Reporting Form can be submitted via WrapMaster, a Lockton proprietary system,

E-mailed, faxed, or mailed. It must include payroll and work hours for all employees performing work at the Project Site, including supervisors and clerical personnel, if applicable. Use appropriate workers' compensation/NCCI classifications for work completed. Earnings for overtime should be included only at the normal hourly payroll rate. The payroll reported under the CCIP for the Project should be kept separate from other work payroll. A monthly payroll report must be submitted for each month, including "zero (0) payroll" for those months where no on-site labor was expended, until completion of the work under each Subcontract. For those Subcontractors performing work under multiple Subcontracts, a **separate on-site payroll report** is required for **each** Subcontract. Be sure to exclude the payroll reported for the CCIP when payroll reports are provided to your regular insurance carriers. The Sponsor, the CCIP Administrator, and/or the Insurers may perform physical audits of payroll periodically during the course of the CCIP. Enrolled Parties must cooperate with the Insurers when contacted to provide payroll records for an audit for the Project Site.

Section 6.6: Completion/Termination of Work

Upon completion or termination of the work, and for each contract, Enrolled Parties must submit a notice of completion to the CCIP Administrator on the Notice of Completion form located in the Appendix to this Manual. The notice of completion will initiate the final payroll report and audit of payroll and man hours by the CCIP insurer. Final payment will not be released until all necessary CCIP information has been submitted and approved by the CCIP Administrator and the close-out has been completed. Should the Subcontractor return to the project site, for any reason, it will do so under the Subcontractor's own insurance program and must provide Suffolk with a certificate of insurance showing the Subcontractor's own coverage as detailed in the Subcontract.

Section 6.7: Claim Reporting

Enrolled Parties are required to comply with and follow the claim reporting procedures established for the CCIP.

Section 6.8: WrapMaster: Online Access

WrapMaster is the CCIP Administrator's proprietary, Web-based system that provides administration for various types of controlled insurance programs. The system provides an online application, WrapMaster Online, to the Sponsor and Enrolled Parties. This system allows Enrolled Parties to submit and view

project information, as well as Contractor and Subcontractor enrollment and payroll status. Enrolled Parties also can be provided access to view project information and enroll and submit payroll online. To sign up and be eligible to use WrapMaster to complete enrollment and/or that of your Subcontractors, please contact the CCIP Enrollment Coordinator.

Section 6.9: Change Order Procedures

Subcontractors will price Change Orders to exclude their Insurance Cost and must provide an estimated payroll amount (including a separate sub-subcontractor's estimated payroll amount) for work performed under the Change Order, unless otherwise directed by Suffolk Construction.

Section 6.10: Insurance Company Payroll Audit

Each enrolled party is required to maintain payroll records for each Subcontract. Such records will allocate the payroll by workers' compensation classification(s) and exclude the excess or premium paid for overtime (i.e., except for projects in the states of Pennsylvania and Delaware, only the straight time rate will apply to overtime hours worked). Furthermore, such records will limit the payroll for executive officers and partners/sole proprietors to the limitations as stated in the state manual rules.

It is important that you properly classify payrolls, as these are reported to the rating bureau for promulgation of future experience modifiers for your firm. All enrolled parties shall make available their books, vouchers, contracts, documents, and records of any and all kinds to the auditors of the CCIP insurance carrier(s) or Suffolk's representatives. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

Section 6.11: Other CCIP Responsibilities

Enrolled parties must:

- ❖ Cooperate fully with the CCIP Administrator and the Insurer(s), as applicable, in its or their administration of the CCIP, including but not limited to, allowing an audit of payroll records.
- ❖ Comply with all of the administrative, safety, insurance, and other requirements outlined in this Manual, the CCIP insurance policies, and/or elsewhere in the Contract Documents.

- ❖ Attend meetings held in connection with the CCIP at the request of the Sponsor, the CCIP Administrator, or the CCIP Insurers.
- ❖ Advise their Subcontractors of site orientation procedures before beginning work at the Project Site (drug testing, hard hat stickers, etc.).
- ❖ Prohibit any non-enrolled Subcontractor from beginning work on the Project Site until it has complied with all insurance requirements for Excluded Parties.
- ❖ Prohibit non-oriented employees from beginning work on the Project Site.
- ❖ Verify that their Subcontractors have completed enrollment and received approval from the CCIP Administrator prior to mobilization.
- ❖ Review loss control reports, pursue corrective action, and respond to written recommendations as required.
- ❖ Immediately report all claims and demands, within and above the deductible, to the CCIP Administrator.
- ❖ Thoroughly investigate all accidents and maintain written documentation.
- ❖ Provide insurance for defective work during the applicable warranty period for completed work.
- ❖ Withhold retainage until the CCIP Administrator has completed the closeout process.
- ❖ Provide at their own expense required insurance coverages for any repair, warranty or other activities at the Project Site after work has been substantially completed or after CCIP termination.
- ❖ Not release any Subcontractor from its obligations outlined in this Manual or the Contract Documents.
- ❖ Notify Suffolk Construction immediately of any insurance cancellation or nonrenewal of your own and/or sub-subcontractor-required insurance

SECTION 7: CLAIM AND INCIDENT REPORTING

Section 7.1: General Procedures

Subcontractors must report all injuries, occupational-related illnesses, or property damage to the Site Safety Manager immediately.

At Suffolk's discretion, subcontractors and sub-contractors of any tier may be charged a \$2,500 assessment for any claims not reported within 24 hours of occurrence.

Section 7.2: Investigation Assistance

All Parties will assist in the investigation of any accident or occurrence involving injury to persons or property. All Enrolled Parties will cooperate with the companies involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

Section 7.3A: Workers' Compensation Claims

7.3A Managed Care Arrangement

Under the auspices of the Insurer administering the CCIP workers' compensation benefits, the Sponsor has chosen to provide medical care by using a workers' compensation physician network called a Managed Care Arrangement.

A Managed Care Arrangement is one in which a health care provider enters into a written agreement with a workers' compensation insurer to coordinate appropriate remedial treatment, care and attendance to injured workers. AIG utilizes HDi, a national managed health care company and Coventry, a Preferred Provider Organization (PPO), to form the Workers' Compensation Managed Care Arrangement. At the time of injury, the injured worker will be referred to a physician, one of Coventry's medical care coordinators, for treatment. The injured worker will also be given an Identification Form to present to the medical care coordinator at the time of treatment.

The injured worker is responsible for obtaining care from a medical care coordinator. Treatment received outside of the workers' compensation Managed Care Arrangement will not be compensable, unless authorized by a Coventry Medical Care coordinator prior to the treatment date, except in emergency situations.

The following forms concerning the Managed Care Arrangement are attached in Section 9 of this Manual:

1. Florida Employee's Guide: This form is presented to all employees working at the Project to inform them that all medical care for work related injuries will be provided through the Managed Care Arrangement.
2. Grievance Form: This form is completed and faxed to AIG should the worker feel that the medical care presented was not satisfactory.
3. Florida Medical Card: This card is completed and hand carried by the injured worker to the medical provider to act as identification and to provide the AIG billing address for the provider.
4. AIG First Fill Temporary Pharmacy Card: This form is a temporary identification form used the first time that a prescription is filled by a treating provider.

7.3B: Claim Responsibilities

The main responsibility for any Party is first to see that the injured worker receives immediate medical care. Next, you should immediately notify the Site Safety Manager in the event of a serious injury or accident.

Subcontractors' onsite personnel shall follow these procedures if any employee is involved in an accident or occurrence resulting in bodily injury:

1. Subcontractors must contact designated first aid/medical personnel and transport the injured party to the on-site first aid or Managed Care Arrangement medical facility, as necessary.
2. Report all injuries or occupational-related illnesses within 24 hours to the Employer's Project supervisor and Suffolk's Site Safety Manager or Site Superintendent.
3. Employer must follow the reporting procedures set forth in Section 7.5 and assist in delivering the required ART Form within 24 hours of employee's notice of injury/claim.

4. Assist Suffolk's site Safety Manager with preparation of the Suffolk Construction Accident Reporting and Treatment ("ART") form, which is to be returned by the Injured Party to the Site Safety Manager by the end of the business day.
5. Subcontractor and its sub-subcontractor shall provide for Modified Alternate Duty (Return to Work Program) based upon the work abilities given to the Injured Party from the treating physician.
6. Immediately send all subsequent medical return to work notes, inquiries, or correspondence about an Injured Party to the Site Safety Manager.
7. No Injured Party will be allowed on a job site unless they have provided the Site Safety Manager with the proper return to work note, either full duty or modified duty.

Section 7.4: Return-to-Work Program

Purpose

Suffolk Construction Company is committed to providing a safe work-place for both its employees and the subcontractors' employees; facilitating prompt quality medical care in the event of a work related injury; and pursuing modified alternate duty to minimize the risks and financial burdens to its workforce.

Suffolk Construction Company's Return-to-Work (RTW) program set forth herein shall be implemented by each Subcontractor. Each Subcontractor shall provide Modified Alternate Duty for any employee who has sustained a work related injury or illness and is medically unable to perform all or any part of his/her normal duties during all or any part of the normal workday or shift.

With respect to any employee who, after a work-related injury, has been medically cleared to return to work with identifiable limitations or restrictions on the ability to perform work tasks or duties, "Modified Alternative Duty" means the acceptance back to work, either at the Project Site or elsewhere, at the same level of hours, wages and benefits which the employee received immediately prior to such injury, and assignment of the employee to such tasks and duties which are adjusted, modified or created so as to accommodate such limitations and restrictions.

The RTW program applies to Subcontractors of all tiers on the project. Each Subcontractor shall make compliance with the RTW program mandatory with respect to any Enrolled Party with whom it has a contractual relationship.

Subcontractors' duties and responsibilities under the Return to Work Program survive the termination of the underlying contract and enrollment in the CCIP.

The program must include, but not be limited to:

- ❖ Immediate reporting of all work related injuries to Suffolk Construction Company.
- ❖ All employees will have job site access to the address(es) of approved medical treatment providers and facilities and the website address which lists the same. If there is any doubt as to where to go for treatment, the injured employee must contact Suffolk Construction Company. Subcontractors need to communicate to the injured employee and physician; Suffolk Construction Company's Return-to-Work Program and facilitate Modified Alternate Duty with physicians and the employee.
- ❖ The injured employee must provide the Suffolk Safety Manager copies of all medical notes, to include a statement on work capacity.
- ❖ Modified Alternate Duty assignments must comply with all medical limitations as outlined in writing by a physician.
- ❖ Suffolk's Safety Manager, Project Managers, Supervisors, and Foreman all must be informed of the modified alternate duty assignment, anticipated length of alternate duty, and the restrictions.
- ❖ The injured employee is not to assume normal work activities unless there is medical documentation releasing them to their normal duties and presented to Suffolk's Safety Manager.

Responsibilities

At Suffolk's discretion, subcontractors and sub-contractors of any tier may be charged a \$1,500 per week assessment for failure to implement return-to-work program requirements.

The following will define the reporting responsibilities of each party involved in the CCIP for Return-to-Work.

Subcontractor—A successful return-to-work program requires the cooperation and accountability of all your employees as well as your enrolled Subcontractors and their employees.

- ❖ Failure of a subcontractor to provide reasonable Modified Alternate Duty to an injured worker may result in a \$1,500 weekly assessment against the subcontractor until the injured employee is returned to work in either a modified alternate duty position or full duty. Any such assessment applicable to

an Enrolled Party of a lower tier shall be assessed against the Subcontractor having a direct contractual relationship with Suffolk Construction.

- ❖ Ensure that your employees understand Suffolk's RTW program and clarify any procedures that are unclear.
- ❖ Your employees are to report all injuries, even minor incidents, immediately within established reporting protocols set forth in the "Claim and Incident Reporting" procedures herein.
- ❖ Your employees are to work closely with Suffolk and your managers/supervisors and communicate all necessary information regarding their ability to return to work.
- ❖ Your employees are to provide the physician with the information, including the RTW program, necessary to help them determine how and when they can return to work.
- ❖ Your employees are to work within their medically stated limitations.
- ❖ Your employees are to help coworkers stay focused and provide a positive environment when they return to modified alternate duty.

Supervisor/Manager

Supervisors/Managers play a key role in the success of the return-to-work program. They must implement and manage the program.

- ❖ Understand and support Suffolk's written policies/procedures.
- ❖ Complete the Accident Forms immediately after the incident as per the Claim and Incident Reporting Procedures set forth herein.
- ❖ Facilitate treatment with the injured employee.
- ❖ Coordinate Modified Alternate Duty with the injured employee within the injured employee's work abilities as per the medical documentation.
- ❖ Monitor the injured employee's progress on Modified Alternate Duty and provide weekly updates to the Suffolk Safety Coordinator.

Section 7.5 Incident Management and Reporting Procedures for Subs

Emergencies (Serious Bodily Injury)

1. Call responding Emergency Medical Service (911) and Notify Suffolk Personnel.
2. Secure and check scene for safety.
3. Implement and follow site-specific Emergency Action Plan.

Nonemergencies

1. Contact site safety coordinator to complete Suffolk Construction Accident Reporting and Treatment (ART) Form and First Report of Injury.
2. Complete Part A "Accident Data" section.
3. Employee reads and signs Part B "Payment Authorization" section.
4. Assure that injured party, or transporter of injured party, has Doctor complete Part D "Medical Provider" section of ART Form.
5. Following treatment, employee and person accompanying injured should return to the work site and deliver the ART Form to Suffolk's Site Safety Manager
6. Foreperson of injured and Suffolk safety coordinator to review return-to-work restriction if any are prescribed and complete Part E "Return To Work" section.

Section 7.6: Sample Offer of Temporary Alternative Position Letter

(To be used for out-of-work employee who has now been released for work with restrictions)

Dear Employee:

(Contractor or Owner Name) is extending an offer of temporary transitional employment.

We are aware that you are medically cleared for work with restrictions. The task requirements of the offered position are within the scope of your current physical limitations.

You are being offered a position as a _____. This temporary transitional employment is subject to the limitations described on the attached medical report from _____. The wages you will be paid are \$_____ per hour. The work hours are _____.

You are expected to return to work in the transitional position as described above on _____(date) at _____ a.m./p.m. Please report directly to _____ at the _____ project/site located at _____.

Any questions regarding this temporary position offer should be directed to _____ immediately.

YOUR FAILURE TO REPORT TO WORK AS OUTLINED ABOVE MAY RESULT IN THE TERMINATION OF YOUR WORKERS' COMPENSATION BENEFITS.

Sincerely,

Section 7.7: Liability Claims

Subcontractors must immediately report all Accidents at the Project Site involving death, injury, or damage to property of non-employee personnel (the public, tenants, and visitors) to Suffolk Construction Company, Inc. and the Suffolk Site Safety Manager. As soon as the onsite personnel become aware of the accident or occurrence, they must:

At Suffolk's discretion, subcontractors and sub-subcontractors of any tier may be assessed a \$2,500 charge for any claims not reported within 24 hours of occurrence.

1. Take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.
2. Complete and submit a Supervisor's Accident Report and General Liability Loss Notice to the Site Safety Manager within 24 hours of the incident.
3. Immediately send all subsequent inquires or correspondence about an insured loss or claim, including a summons or other legal documents, to the Site Safety Manager immediately.

Do not voluntarily admit liability and cooperate with Suffolk or the CCIP insurer representatives in the accident investigation.

Section 7.8: Property Claims

Report any damages to your Work or the Work of any other subcontractor to Suffolk Construction Company, Inc. and the Suffolk Site Safety Manager. In addition, complete the Superintendents Incident Report Form and submit it to the CCIP Administrator.

Section 7.9: Automobile Claims

No coverage is provided for automobile accidents under the CCIP. It is the sole responsibility of each Party to report accidents/claims involving their automobiles to their own insurers.

HOWEVER, all accidents occurring in or around the Project site must be reported to Suffolk's Site Safety Manager. Accident investigations will occur and focus on liability arising out of the Project construction activities that could result in future claims (i.e., due to the conditions of the roads, etc.) Each Party shall cooperate in the investigation of all automobile accidents.

Section 7.10: Pollution Claims

No coverage is provided for pollution accidents under the CCIP. It is the sole responsibility of each Party to report accidents/claims to their own insurers. Report events that may give rise to a pollution claim by immediately notifying Suffolk Construction Company, Inc. and the Suffolk Site Safety Manager of any known or suspected pollution incidents.

Each party shall cooperate in the investigation of all incidents.

Section 7.11: Loss Runs

An enrolled subcontractor may obtain loss runs for their own onsite experience by sending a written request on their company letter head to the Suffolk Claims Manager.

SECTION 8: CCIP PROCEDURES AND RESPONSIBILITIES FOR EXCLUDED PARTIES

Section 8.1: Sample Insurance Certificate

Excluded Parties must provide evidence of Workers' Compensation, General Liability, and Umbrella/Excess Liability for their On-Site and Off-Site operations, together with evidence of automobile liability and other coverages specified by the Contract Documents.

Prior to beginning work at the Project Site, you must furnish certificates of insurance evidencing the insurance required under this section. An ACORD Certificate of Insurance or preapproved substitute is the required form. Each certificate must include the required wording in the sample Certificate of Insurance located in the Appendix to this Manual. Copies of additional insured endorsements must be included with the certificate of insurance. Excluded Parties are responsible for seeing that updated certificates are filed with the CCIP Administrator as coverages expire and are renewed or changed before the date of expiration. Excluded Parties should provide a copy of the sample certificate from this Manual to your agent or broker to ensure compliance with all requirements.

The sample certificate does not include all the types of coverage that may be required of certain Contractors. For example, it contains no mention of aviation, watercraft, pollution, or professional liability insurance, which may be required of some Contractors.

Excluded parties are responsible for monitoring their sub-subcontractor's and/or vendor's certificates of insurance. Suffolk reserves the right to disapprove the use of sub-subcontractors or vendors unable to meet the insurance requirements or who do not meet other Suffolk policy requirements.

Section 8.2: Required On-Site and Off-Site Coverages

Excluded Parties must obtain and maintain the following insurance coverages in a form and from insurance companies acceptable to the Sponsor:

- ❖ Statutory Workers' Compensation Insurance and Employers Liability insurance with statutory limits as required by law, including Longshore and Harbor Workers coverage and Maritime coverage, if appropriate.

- ❖ Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy ("Occurrence Form" CG2010 11/85 or its equivalent), including products and completed operations coverage and broad form contractual liability coverage.
- ❖ Standard Commercial Automobile Liability Insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. If transporting hazardous waste/materials from the Project Site, the MCS-90 Endorsement must be attached and supplied to the Sponsor on a primary and non contributory basis with limits of liability acceptable to the Sponsor.
- ❖ Subcontractors must provide their own property insurance for owned, leased, rented, and borrowed equipment, whether such equipment is located at a project site or "in transit." Subcontractors are solely responsible for any loss or damage to their personal property, including, without limitation, property or materials created or provided under the subcontract until installed at the project site, Subcontractor tools and equipment, scaffolding, and temporary structures.
- ❖ Umbrella/Excess Liability Insurance
- ❖ All other insurance required by the Contract Documents including, but not limited to professional liability, pollution liability insurance, or aviation and/or watercraft liability insurance.

All policies (other than Workers' Compensation and Professional Liability) must be endorsed to include entities as the Sponsor may request as additional insureds.

The insurance must apply on a primary and noncontributing basis on behalf of the additional insureds, and any other insurance available to the additional insureds shall be excess.

Section 8.3: Required On-Site and Off-Site Limits

The following insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy:

Workers' Compensation Insurance	Statutory Limit
Employer's Liability Insurance	
Bodily Injury by Accident, each employee	\$500,000
Bodily Injury by Disease, each employee	\$500,000
Bodily Injury by Disease, policy limit	\$500,000
Commercial General Liability Insurance	

Each Occurrence Limit	\$1,000,000
General Aggregate— Other Than Products/Completed Operations	\$1,000,000
Products and Completed Operations Aggregate Minimum of three years after date of completion	\$1,000,000
Coverage to include:	
<ul style="list-style-type: none"> ❖ ISO policy form CG2010 11/85 or its equivalent ❖ Contractual liability ❖ Broad form property damage ❖ Personal injury ❖ Premises operations ❖ Independent contractors and subcontractors ❖ Fire legal liability 	
Automobile Liability*	
Per Accident, Combined Single Limit	\$1,000,000
Umbrella Liability	
Each occurrence	\$3,000,000
Per project aggregate	\$3,000,000

Section 8.4: Required Waiver of Subrogation

All policies of insurance that are related in any way to work at the Project Site shall waive all rights of recovery under subrogation or otherwise against the Sponsor, all Contractors and Subcontractors, and any additional entities as the Sponsor may request.

Section 8.5: What to Do When Work Is Subcontracted to Others

A separate Contractor application and classification/payroll worksheet, along with the required documentation, is required for each lower-tier Subcontractor eligible for enrollment, regardless of its tier. You must send immediate notice of each subcontract/vendor award to the CCIP administrator and Site Superintendent, using the required subcontractor award form set forth in the appendix to this manual, and provide each Subcontractor and/or vendor with a copy of this manual. You also must assist the CCIP administrator when a Subcontractor fails to submit required payroll information or otherwise does not cooperate with administrative procedures. All Subcontracts must include the required CCIP contract provisions. Excluded parties are responsible for the closeout of their enrolled subcontractors.

SECTION 9: APPENDIX LIST

CCIP Forms and Instructions

Enrollment Form—Form 3

Classification/Payroll Worksheet—Form 3

Subcontractor Award—Form 3

Certificate of Insurance: Enrolled Parties

Certificate of Insurance: Excluded Parties

Payroll Reporting Form—Form 4

Notice of Completion—Form 5

Accident Reporting and Treatment (ART) Form

Managed Care Arrangement Forms

Employee's Guide

Employee Notice

Grievance Form

Florida Medical Card

Temporary Pharmacy Card

CONTRACTOR APPLICATION

FORM 3

**Suffolk Construction Company, Inc. CCIP
All Aboard Florida-Miami Terminal**

Company Name: _____

Contact: _____
Name Phone Fax

E-mail address

Company Address: _____
Street Address

City State Zip

WC Retention _____ GL Retention _____

Bid Package Name _____ Bid Package Number _____

Contract Value _____ Self-Performed Contract Amount \$ _____

You Were Hired By _____

Estimated Start Date _____ Estimated Completion Date _____

Type of Work _____

WE **WILL NOT** HIRE ANY SUB-TIER CONTRACTORS ON THIS PROJECT. Check if applicable

WE **WILL** HIRE A SUB-TIER CONTRACTOR ON THIS PROJECT. Complete below.

Sub-Tier Contractor Company _____

Submit "Subcontractor Notification Form" for each contractor (located in the forms section).

Federal Employer's Identification Number _____

NCCI Experience Modification Identification Number _____

Are any employees temporary or leased? Yes No (select one)

Temporary/leased employee company

CLASSIFICATION/PAYROLL WORKSHEET

FORM 3

**Suffolk Construction Company, Inc.
All Aboard Florida-Miami Terminal
Classification/Payroll Worksheet**

Company Name: _____

You Were Hired By: _____

Contractor Name: _____

Contract Number: _____ Contract Value: \$ _____

Labor Classification	WC Class Code	Estimated Man-hours	Estimated Payroll	Number of Employees
			\$	

Agreement:
I hereby warrant the insurance costs are excluded from my bid and change orders as well as accuracy of payroll information provided and agree that the Sponsor, its insurance representative, and/or the CCIP carrier may audit the Subcontractor's and each Sub-Subcontractor's records to confirm the accuracy of payrolls. This includes, without limitation, any changes to the work as referenced in this Contract.

Contract price and assignment of return premium—The Sponsor, at its sole expense, will furnish the CCIP coverages listed for the benefit of all Enrolled Subcontractors and their Sub-Subcontractor(s). In consideration of the Contractor providing CCIP coverages, the Subcontractors of all tiers will:

- Assign to the Sponsor all return premiums, dividends, refunds, discounts, and/or other credits due under the CCIP policies.

Signed by: _____ Date Prepared: _____

Complete the form using estimated payroll and man-hours for the contract you have been awarded. **If you have been awarded more than one contract, a separate application and worksheet is required for each contract.**

If you have questions concerning completion of this form, please contact your insurance representative or your Lockton program coordinator.

THIS FORM MUST BE FAXED OR MAILED TO:

LOCKTON COMPANIES
 Attn: Jason Murray
 444 West 47th Street, Suite 900
 Kansas City, Missouri 64112-1906
 Phone: (816) 960-9105
 E-mail: jmmurray@lockton.com



SUBCONTRACTOR AWARD

FORM 3

**Suffolk Construction Company, Inc.
All Aboard Florida-Miami Terminal
Subcontractor Award**

****NOTE:** THIS FORM MUST BE FILLED OUT COMPLETELY AND SENT TO LOCKTON NO LATER THAN ONE BUSINESS DAY AFTER YOUR COMPANY HIRES A SUBCONTRACTOR TO WORK AT THE CCIP PROJECT.

Your Company Name: _____

Information About the Company You Hired

Company Name: _____

Enrollment Contact: _____
Name Phone Fax

E-mail address

Company Address: _____
Street Address

City State Zip

Project/Phase Name: _____

Estimated Start Date: _____ Contract Value: \$ _____

Scope of Work: _____

Signature: _____ Date: _____

THIS FORM MUST BE FAXED OR MAILED TO:
LOCKTON COMPANIES
Attn: Jason Murray
444 West 47th Street, Suite 900
Kansas City, Missouri 64112-1906
Phone: (816) 960-9105
E-mail: jmmurray@lockton.com





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Broker's Name (Name, Address)	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Contractor (Name, Address)	INSURER A: Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Sample Certificate for Enrolled Parties

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X				MED EXP (Any one person) \$	
	GEN'L AGGREGATE LIMIT APPLIES PER							PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 1,000,000	
A	AUTOMOBILE LIABILITY						PRODUCTS - COM/OP AGG \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						\$	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS	X	X				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X				PROPERTY DAMAGE (Per accident) \$	
	DED \$ RETENTION \$						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						EACH OCCURRENCE \$ 3,000,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				AGGREGATE \$ 3,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$	
			X				<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT \$ 500,000	
							E.L. DISEASE - EA EMPLOYEE \$ 500,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

For work performed by _____ (name of sub) at the All Aboard Florida Miami Terminal project site, Job #214162. Suffolk Construction Company and All Aboard Florida - Operations, LLC, its Lenders and affiliates, and Florida East Coast Railway, LLC are additional insureds on a primary and non-contributory basis on the General Liability (ISO endorsement CG 2010 11/85 version or equivalent attached with a copy of this certificate), Automobile, and Excess Liability policies. Waiver of subrogation in favor of Suffolk Construction Company and Owner applies to all policies. GL & WC apply to off-site activities only.

CERTIFICATE HOLDER

CANCELLATION

Suffolk Construction Company, Inc. One Harvard Circle, Ste 100 West Palm Beach, FL 33409 Attn: Racquel Abelha Email: rabelha@suffolk.com	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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Broker's Name (Name, Address)	CONTACT NAME: PHONE (A/C, No, Ext.) FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: NAIC # INSURER A: Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Contractor (Name, Address) Sample Certificate for Excluded Parties	

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X				MED EXP (Any one person) \$	
	GEN'L AGGREGATE LIMIT APPLIES PER							PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 1,000,000	
A	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS	X	X				BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X				EACH OCCURRENCE \$ 3,000,000	
	DED RETENTION \$						AGGREGATE \$ 3,000,000	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X				E.L. EACH ACCIDENT \$ 500,000	
							E.L. DISEASE - EA EMPLOYEE \$ 500,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

For work performed by ____ (name of sub) at the All Aboard Florida Miami Terminal project site, Job #214162. Suffolk Construction Company and All Aboard Florida - Operations, LLC, its Lenders and affiliates, and Florida East Coast Railway, LLC are additional insureds on a primary and non-contributory basis on the General Liability (ISO endorsement CG 2010 11/85 version or equivalent attached with a copy of this certificate), Automobile, and Excess Liability policies. Waiver of subrogation in favor of Suffolk Construction Company and Owner applies to all policies.

CERTIFICATE HOLDER Suffolk Construction Company, Inc. One Harvard Circle, Ste 100 West Palm Beach, FL 33409 Attn: Racquel Abelha Email: rabelha@suffolk.com	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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PAYROLL REPORTING FORM

FORM 4

**Suffolk Construction Company, Inc.
All Aboard Florida-Miami Terminal
Payroll Reporting Form**

I. General Information

Your Company Name: _____

Project/Phase Name: _____

You Were Hired By: _____

Period That You Are Reporting Payroll For: _____ to _____

Contract Number _____ **NO PAYROLL TO REPORT FOR THIS PERIOD**

II. Payroll Information

WC Description	WC Code	Straight Time		Overtime*		Total		Number of Employees
		Hours	Payroll	Hours	Payroll*	Hours	Payroll	
			\$		\$		\$	

***NOTE: Overtime should be included at the normal hourly rate.
DO NOT INCLUDE EXTRA WAGES PAID FOR O.T.**

List any Subcontractors working on the above contract:

WARRANTY REGARDING PAYROLL REPORT

The payroll and hours reported above shall equal those reported on other documents (i.e., Certified Payroll Reports, invoices for payment or insurance company audit records). Discrepancies are subject to audit and adjustment.

Payroll verified by: _____ Date: _____
Controller or Company Officer

Is this your FINAL payroll report? Yes* No

If yes, please complete Notice of Completion Form G-1

THIS FORM MUST BE FAXED OR MAILED TO:

LOCKTON COMPANIES
Attn: Jason Murray
444 West 47th Street, Suite 900
Kansas City, Missouri 64112-1906
Phone: (816) 960-9105
E-mail: jmmurray@lockton.com



NOTICE OF COMPLETION

FORM 5

Suffolk Construction Company, Inc.
All Aboard Florida-Miami Terminal
Notice of Completion

I. Completed Work

Company Name:
Contract Number:
Contract Name:
Your Company Was Hired By:

II. Subcontractors

List all your subcontractors:

III. Contract Information

Final Contract Value: \$ This is our ONLY contract at this job site: Yes No
Total On-Site Payroll: \$
Completion Date:
Company that hired you for this contract:

Final Audit Lockton Companies or the CCIP insurance carriers will contact your audit personnel to arrange for a final payroll audit.
Record Retention All payroll records related to the CCIP must be retained for a period not less than four years from project completion.
The undersigned acknowledges termination of coverage under the Contractor Controlled Insurance Program as of
We must provide Suffolk Construction Company, Inc., with a Certificate of Insurance evidencing our own on-site coverage.

Signature: Date:
Controller or Company Officer

THIS FORM MUST BE FAXED OR MAILED TO:
LOCKTON COMPANIES
Attn: Jason Murray
444 West 47th Street, Suite 900
Kansas City, Missouri 64112-1906
Phone: (816) 960-9105
E-mail: jmmurray@lockton.com





ACCIDENT REPORTING AND TREATMENT (ART) FORM

Please send bills to:
Suffolk Construction
Risk Management
65 Allerton Street
Boston, MA 02119

Project Name: All Aboard Florida-Miami Terminal

1. ACCIDENT DATA

(To Be Completed By Foreman/Field Safety Officer)

Contract # _____

Name of Employee: _____ SS#: _____ Date: _____

Home Address: _____ Home Phone#: _____

Occupation: _____ Wage: _____ M/F: _____

Employer: _____ Jobsite: _____ Birthdate: _____

Enrolled Contractor's Worker's Compensation Policy #: _____ Date of Enrollment: _____

Date of Injury: _____ Time: _____ Witness: _____

Exact Location: _____

Describe what happened: _____

Completed by: _____ Foreperson _____

P
A
R
T
A

2. PAYMENT AUTHORIZATION

I hereby authorize Suffolk or any of its representatives, to be furnished any information and facts regarding this injury, including reports and records, results of diagnosis, treatment and prognosis, estimates of disability, and recommendations for further treatment. This information is to be used for the purpose of evaluating and handling my claim for injury as a result of an incident as described above and for no other purpose, now or in the future. I also agree that a photographic carbonless copy of this release shall be as valid as the original. I also attest that the facts as presented are corrected to the best of my knowledge.

Signed (Employee) _____ Date: _____

(To Be Completed By First Aider)

P
A
R
T
B

3. FIRST AID

Date: _____ Time: _____

Employee did not request treatment

Type of Injury: _____ Body Part Injured: _____

Treatment: _____ Follow up (if any): _____

Action taken: Return to work Recurrence/Aggravation of Existing Condition Diagnosis Deferred

P
A
R
T
C

(To Be Completed by Medical Provider)

4. MEDICAL PROVIDER

Name of Provider: _____ Phone: _____ Time: _____

Address: _____

Body Part Injured: _____

Treatment: _____

RECOMMENDATIONS FOR WORK:	LIFTING LIMITED TO:	CARRYING LIMITED TO:	PUSHING/PULLING LIMITED TO:	POSITION LIMITATION
<input type="checkbox"/> Regular Work	<input type="checkbox"/> 0 - 25 lbs	<input type="checkbox"/> 0 - 25 lbs	<input type="checkbox"/> 0 - 25 lbs	<input type="checkbox"/> No Repetitive Wrist Motion
<input type="checkbox"/> Modified-duty	<input type="checkbox"/> 26 - 50 lbs	<input type="checkbox"/> 26 - 50 lbs	<input type="checkbox"/> 26 - 50 lbs	<input type="checkbox"/> No Reaching Above Shoulders
<input type="checkbox"/> Not to Drive Vehicles	<input type="checkbox"/> 51 - 75 lbs	<input type="checkbox"/> 51 - 75 lbs	<input type="checkbox"/> 51 - 75 lbs	<input type="checkbox"/> No Reaching Below Waist
<input type="checkbox"/> No Work	<input type="checkbox"/> No Lifting	<input type="checkbox"/> No Carrying	<input type="checkbox"/> No pushing/pulling	<input type="checkbox"/> Standing / Sitting Limited To: _____ hours/day

Comments: _____

Patient Disclosure

- Return to Foreman; no restrictions
- Return to Foreman with restrictions (Employee may resume full duty _____ date.)
- Return to Foreman; send home (Employee can return to work on _____ date.)
- Return to Foreman; follow up appointment on _____ (date) with _____
- Referred to _____ Appt. date _____

Medical Provider Signature: _____ Date: _____

(To be Completed By Foreman/Field Safety Officer)

5. RETURN TO WORK

Date: _____ Time: _____

The above mentioned restrictions (if applicable have been reviewed and the employee:

- Has been placed in an appropriate modified-duty position
- Cannot be accommodated at this time
- Was sent home per medical instructions
- Returned to full duty, no restrictions
- Employee refused modified-duty
- Employee refused outside treatment

P
A
R
T
E

Completed By: _____ Date: _____ Employee: _____ Date: _____



Accident Analysis

EMPLOYEE: _____ **DOI:** _____

6. General

What was the employee doing? _____
Was the employee performing his/her job? yes no
If no, explain: _____
Exact location where it happened? _____
Machinery or equipment or vehicle being used? _____

7. Factors contributing to incident *(Internal information to be used for the prevention of future accidents)*

What condition of tools, equipment, or job caused or contributed to the accident? Be specific.

What did the employee do or fail to do that caused or contributed to the accident? Be specific.

What caused or contributed to the above Unsafe condition? Check all that apply.

<input type="checkbox"/> Caused by employee	<input type="checkbox"/> Exposure to corrosion
<input type="checkbox"/> Defective via normal use	<input type="checkbox"/> Exposure to heat/cold
<input type="checkbox"/> Defective via abuse / misuse	<input type="checkbox"/> Poor preventive maint.
<input type="checkbox"/> Safety inspection failure	<input type="checkbox"/> Ventilation defect
<input type="checkbox"/> Housekeeping failure	<input type="checkbox"/> Caused by other employee
<input type="checkbox"/> Illumination defect	<input type="checkbox"/> Cause other than above
<input type="checkbox"/> Faulty design	<input type="checkbox"/> _____
<input type="checkbox"/> Faulty construction	<input type="checkbox"/> Unable to determine

What caused or influenced the above unsafe action(s)? Check all that apply.

<input type="checkbox"/> Unaware of hazard	<input type="checkbox"/> Fatigue influenced action
<input type="checkbox"/> Did not know safe procedure	<input type="checkbox"/> "Under the influence"
<input type="checkbox"/> Low level job skill	<input type="checkbox"/> Defective vision
<input type="checkbox"/> Ignored known hazard	<input type="checkbox"/> Defective hearing
<input type="checkbox"/> Tried to save time	<input type="checkbox"/> Other physical condition
<input type="checkbox"/> Tried to avoid effort	<input type="checkbox"/> Cause other than above
<input type="checkbox"/> Tried to avoid discomfort	<input type="checkbox"/> _____
<input type="checkbox"/> Unable to determine	<input type="checkbox"/> Unable to determine

8. Corrective Action

What action has been taken (✓) or will be taken (X) to prevent recurrence? (Mark all that apply)

<input type="checkbox"/> Reinstruction of person(s) involved	<input type="checkbox"/> Job safety analysis ordered	<input type="checkbox"/> Use of safer materials/supplies
<input type="checkbox"/> Verbal reprimand to person(s) involved	<input type="checkbox"/> Safety guard/device installed	<input type="checkbox"/> Improved illumination
<input type="checkbox"/> Written reprimand to person(s) involved	<input type="checkbox"/> Protective equipment required	<input type="checkbox"/> Improved ventilation
<input type="checkbox"/> Preventive instruction of others	<input type="checkbox"/> Tool/equipment repair/replace	<input type="checkbox"/> Standardize job procedure
<input type="checkbox"/> Job reassignment of employee	<input type="checkbox"/> Improve storage	<input type="checkbox"/> Reduction of noise/vibration
<input type="checkbox"/> Improved inspection procedure	<input type="checkbox"/> Eliminate congestion	<input type="checkbox"/> Better temperature control
<input type="checkbox"/> Improved cleanup procedure	<input type="checkbox"/> Better design/construction	<input type="checkbox"/> Correction other than above

Describe details of corrective action taken or planned.

Person responsible for corrective action _____
When will corrective action be completed? (Date) _____

9. Employee / Foreman Review

Met with employee and discussed findings: Yes No
Employee's Signature _____ Date: _____
Foreman's Signature _____ Date: _____
Field Safety Officer Signature _____ Date: _____
Superintendent Approval _____ Date: _____

Upon completion, please forward to the Injury Coordinator





ACCIDENT REPORTING AND TREATMENT (ART) FORM

Please send bills to:
Suffolk Construction
Risk Management
65 Allerton Street
Boston, MA 02119

Important Instructions To Be Used For All Accidents Requiring Outside Medical Treatment

EMERGENCIES (Serious Bodily Injury)

1. Call responding Emergency Medical Service (911)
2. Secure and Check scene for safety
3. Administer first aid
4. Site Safety Coordinator to proceed with Incident Investigation
5. In the event of a serious incident or injury, implement Crisis Management Program

NON-EMERGENCIES

1. Site safety coordinator to complete Suffolk Construction Accident Reporting and Treatment (ART) Form
 - a. Complete Part A "Accident Data" section
 - b. Employee reads and signs Part B "Payment Authorization" section
 - c. Call assigned Occupational Health Facility
 - d. Injured or person accompanying injured must bring payment information card to present to medical provider.
 - e. Assure that injured party, or transporter of injured party, has Doctor complete Part D "Medical Provider" section of ART Form
 - f. Following treatment, escort the employee back to the work site. Foreperson of injured to review return to work restriction if any are prescribed.
 - g. Review any restrictions and complete Part E "Return To Work" section



In the event that the injured party refuses treatment at the designated Occupational Health Facility, ensure that the injured parties treating Physician completes Part D "Medical Provider" section of the ART Form. If paperwork returned without return to work restrictions, and "At Home Disability" recommended, ART Form must be forwarded to Chartis for IME.

INVESTIGATION

1. Site Safety Coordinator to proceed with Incident Investigation utilizing (**Superintendents Incident Report Form App. G**)
2. Log in Suffolk Incident Log
3. File with ART Form

REPORTING PROCEDURES

Send ART form and Superintendent's Incident Report immediately to Claims Reporter via fax or email. If you have any questions please call Sara VanDeCarr at (617) 517-5223.

E-mail: creporter@suffolkconstruction.com

Fax: 617-989-3382

All faxes to Claims Reporter should include: ART Form and Superintendent Incident Report

Our Mission

To be the worldwide value and service leader in insurance brokerage, employee benefits, and risk management

Our Goal

To be the best place to do business and to work



**ALL ABOARD FLORIDA – MIAMI TERMINAL
JOB #214162**

**EXHIBIT E
INCIDENT/ACCIDENT REPORTING PROCEDURES & FORMS**

Page 1 of 6

Each Subcontractor is required to timely report all incidents which are known to have happened on the job site, involving their Employees, other Workers, other People and/or Property Damage.

The response should be as noted on the following (5) pages.

**ALL ABOARD FLORIDA – MIAMI TERMINAL
JOB #214162**

**EXHIBIT E
INJURY TO YOUR EMPLOYEE**

Page 2 of 6

1. Recommend or aid the injured employee to obtain the best medical care available locally.
2. If injury is serious, call:
 - a. JOHN J. MURPHY
Director of Safety
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
Phone: (561) 832-1616
 - b. BRYANT BELL
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
3. Complete a Worker's Compensation Loss Report Form within 12 hours and send to the following:
 - a. JOHN J. MURPHY
Director of Safety
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
Phone: (561) 832-1616
 - b. BRYANT BELL
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
 - c. Retain a copy for your files.
4. If the Employer's First Report of Injury did not show that the injured had returned to work, and Employer's Supplemental Report of Injury form should be completed and filed immediately after return to work of the employee, or at the end of sixty (60) days. Keep a copy for your files.

**ALL ABOARD FLORIDA – MIAMI TERMINAL
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**EXHIBIT E
INJURY PERSONS OTHER THAN EMPLOYEES**

Page 3 of 6

1. Recommend or aid the injured employee on obtaining the best medical care available locally.
2. If injury is serious, call:
 - a. JOHN J. MURPHY
Director of Safety
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
Phone: (561) 832-1616
 - b. BRYANT BELL
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
3. Prepare a report immediately on all facts surrounding the injury from the person most knowledgeable about the accident, and include hearsay information:
 - a. Who was injured
 - b. Describe injury as best you can
 - c. Date, time and location of injury
 - d. What caused the injury
 - e. Why do you believe the accident happened
 - f. How could a future similar accident be avoided
 - g. Did the injured person obtain medical help.
 - h. Where did the injured person obtain medical help
(Obtain Doctor's name, Medical Facility, etc.)
 - i. When and to whom did you report the injury

Forward this report to the following:

- a. JOHN J. MURPHY
Director of Safety
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
Phone: (561) 832-1616
 - b. BRYANT BELL
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
 - c. Retain a copy for your files.
4. If the Employer's First Report of Injury did not show that the injured had returned to work, and Employer's Supplemental Report of Injury form should be completed and filed immediately after return to work of the employee, or at the end of sixty (60) days. Keep a copy for your files.

**ALL ABOARD FLORIDA – MIAMI TERMINAL
JOB #214162**

**EXHIBIT E
DAMAGE TO PROPERTY OF OTHERS**

Page 4 of 6

1. Call, regardless of seriousness:
 - a. JOHN J. MURPHY
Director of Safety
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
Phone: (561) 832-1616
 - b. BRYANT BELL
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
2. Prepare a report immediately on all facts surrounding the incident.
 - a. What was damaged
 - b. How damage occurred
 - c. Date, time and location of damage
 - d. Who was called
 - e. Recommendations, if any
3. Mail report within 12 hours to:
 - a. JOHN J. MURPHY
Director of Safety
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
Phone: (561) 832-1616
 - b. BRYANT BELL
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
4. Keep us posted on future developments.

**ALL ABOARD FLORIDA – MIAMI TERMINAL
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**EXHIBIT E
INJURY REPORT**

Page 5 of 6

DATE: _____

Name of Injured Worker: _____

Home Address (if available): _____

Employed by: _____

Date of Accident: _____ Time of Accident: _____

Location of Accident (e.g. building, floor, location, etc.) _____

What was Injured (i.e. Leg, Ankle, etc.) _____

How Bad is Injury: _____

What Happened: _____

Who is Responsible: _____

Name and Address of Witness (use back, if necessary): _____

Reported to: _____

Was an Ambulance Called? YES NO

Ambulance Name and Telephone Number: _____

What Action was Taken? _____

Signed by: _____

Please print your name: _____

**ALL ABOARD FLORIDA – MIAMI TERMINAL
JOB #214162**

**EXHIBIT E
DAMAGE REPORT
(BUILDING, PROPERTY, AUTOMOBILES, PROPERTY OF OTHERS)**

Page 6 of 6

DATE: _____

Date and Time of Loss: _____

Location of Loss: _____

Person Reporting: _____

Telephone Number: _____

Reported to: _____

What Happened: _____

What was Damaged? _____

If Vehicle, Year, Make, Model, Plate Number: _____

Who was responsible for Damage: _____

Name and address of Witness (use back, if necessary): _____

Did Police Investigate? YES NO

If so, Name and Badge Number: _____

What Action was Taken? _____

Signed by: _____

Please print your name: _____

**PROJECT NAME: ALL ABOARD FLORIDA - MIAMI TERMINAL
EXHIBIT F**

PROJECT NUMBER: #214162

SUFFOLK CONSTRUCTION COMPANY, INC.

SUBCONTRACTOR'S FIELD FORCE REPORT

PROJECT: ALL ABOARD FLORIDA - MIAMI TERMINAL - PROJECT #214162

SUBCONTRACTOR:

DATE:

WORKFORCE:

SUPERINTENDENT	FOREMAN	TRADESMEN	LABORER	MINORITY	FEMALE	TOTAL

ABSENT DUE TO JOBSITE INJURY (NAMES):

WORK BEING PERFORMED:

REPORT PREPARED BY:

NOTE: FILL IN ALL SECTIONS. IF THERE ARE NO PERSONNEL IN A CATAGORY, ENTER "0".
 LIST ALL PERSONNEL WORKING UNDER YOUR CONTRACT INCLUDING EMPLOYEES
 OF SUB-SUBCONTRACTORS TO YOUR COMPANY.
 REPORTS MUST BE SUBMITTED TO THE PROJECT SUPERINTENDENT'S OFFICE BY
 1:00 P.M. EACH WORK DAY.

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**ALL ABOARD FLORIDA – MIAMI TERMINAL
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**EXHIBIT H
BUILDING INFORMATION MODELING (BIM) RIDER**

1.0 DESCRIPTION OF SCOPE OF WORK:

- A. Subcontractors submitting proposals for the following scopes of Work shall actively participate in the three-dimensional (3D) modeling process as outlined in this document for the purposes of coordinating the construction, operations, and maintenance of the Project.
- B. The Subcontractor shall develop and share a working 3D model that includes the modeling scope identified herein, as it relates to their respective scope of Work. The shared 3D models will be used for spatial coordination, constructability analysis, construction planning, and quality review of installed locations and components. The Model may consist of multiple or partial models that represent individual sequences or areas of coordination as deemed necessary by Suffolk Construction. The Model elements shall be 3D objects and shall be dimensionally accurate.
- C. In the event that the Subcontractor fails to comply with the requirements stated within this addendum, any portion of the subsequent BIM processes, and/or the Project Specific BIM Execution Plan; at any time throughout the duration of the project, the Subcontractor will be held strictly to the non-performance clauses contained in 8.6.2 of the subcontract agreement.
- D. The Subcontractor shall provide competent 3D modeling technician or draftspersons who are experienced in the type of work that the Subcontractor is providing. Suffolk Construction will not be responsible for, or provide any training necessary for the 3D modeling technicians or draftspersons to be effective in their work on the Project
 - i. In the event that the Subcontractor cannot provide a competent 3D modeling technician or draftsperson from within their company, the following protocol must be followed:
 - 1. Subcontractor will procure a pre-qualified (by Suffolk) third party consulting firm that will be able to fulfill the roles and responsibilities of the modeling technician/draftsperson for the Subcontractor. Suffolk Construction will provide a listing of pre-qualified consultants upon request.
 - 2. All meetings outlined in this exhibit will be required to maintain attendances by both a qualified representative of the Subcontractor and the assigned modeling technician or draftsperson of the consulting firm.
 - 3. All assigned and original representatives of both the Subcontractor and the Consulting Firm will remain on the project throughout its duration unless that individual is deemed unacceptable by either party.
 - 4. Any additional costs, requested by the Consulting Firm of the Subcontractor, are the sole responsibility of the Subcontractor and not Suffolk Construction. It is vital to understand all potential costs prior to the hiring of a consultant based on potential schedule deviations and milestones.



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**EXHIBIT H
BUILDING INFORMATION MODELING (BIM) RIDER**

- E. This Subcontractor shall provide models in *.DWG, *.RVT, *.IFC and *.NWC, file format with components of the subcontractor's scope represented as 3D Solids. The use of formats other than mentioned shall be coordinated with Suffolk Construction Company's BIM Coordinator
- F. All required model object enablers, that allow for model geometry to be viewed within Autodesk Navisworks and AutoCAD, must be provided to Suffolk Construction and all other subcontractors by means of the project file transfer site.
- G. The Subcontractor is responsible for providing the required model updates, data, sign-off documentation, shop drawings, submittals, and/or permit documentation by the dates provided within the Suffolk Construction schedule and Project BIM Coordination Schedule.
- H. Subcontractor shall maintain a model review software (i.e. Autodesk BIM 360 Glue, Navisworks Manage, Solibri Model Checker, etc.) for internal and external coordination processes with other trades. It is required that the software be able to read the file formats listed in Section 1.0, Item D. Version of this software shall be established in the BIMX plan.
- I. Subcontractor understands that no installation shall be performed without official sign-off from both Suffolk Construction's BIM coordinator and Project Superintendent. Failure to comply may result in unnecessary removal and re-work of installed components, for all subcontractors involved, at the cost of the subcontractor responsible for the un-approved installation.
- J. Subcontractor will be required to utilize a web-accessed file transfer site (provided by Suffolk Construction) for purposes of downloading and uploading electronic files (including 3D models) and related information to support the modeling and coordination work contained herein.
- K. Model hierarchy, file naming requirements, as well as drawing layer naming conventions, shall strictly follow the standards set forth by Suffolk Construction at the BIM Kick-Off Meeting and/or in the Project Specific BIM Execution Plan
- L. Subcontractor shall strictly follow the process requirements stated or referenced within this Exhibit and/or in the Project Specific BIM Execution Plan.
- M. The building elements represented in the model shall maintain specific data as referenced in the Project Specific BIM Execution Plan. This data will coincide with owner specific requirements pertaining to as-built documentation and facility management information. Any

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BUILDING INFORMATION MODELING (BIM) RIDER**

additional data that may be required during the course of the project due to owner requirements will be officially requested by Suffolk Construction at that time.

- N. Subcontractor shall provide an accurate model that reflects all changes to the Contract Documents or additions per code compliance upon project completion.
- O. If Subcontractor fails to provide an accurate model per the project requirements, Suffolk construction may prepare a suitable model through its own resources, and Subcontractor shall be responsible for all reasonably incurred expenses.
- P. If models from the design team are used for coordination purposes, Subcontractor shall be responsible for the accuracy of the models in their scope of work as it relates to the systems as they will install. The Subcontractor shall sign off on the model as correct, or provide a detailed, itemized list of discrepancies or corrections needed.
- Q. In the event that Suffolk Construction provides a model on the Subcontractor's behalf, Subcontractor shall be responsible for the accuracy of the models in their scope of work as it relates to the systems as they will install. The Subcontractor shall sign off on the model as correct, or provide a detailed, itemized list of discrepancies or corrections needed.
- R. Subcontractors shall provide both .dwg and .pdf documents of the final layouts for signoff package and comply with specific sign off requirements (if any) listed in BIM execution plan.
- S. Hardware requirements:
 - i. The subcontractor's coordinators have their relevant applications installed on a portable laptop computer and can participate in on-site coordination meetings and make changes and adjustments to their models
 - ii. All Subcontractors who will be participating in the BIM model authoring shall have all the necessary hardware to facilitate a smooth transition of data to avoid any time delay.
 - iii. In case Subcontractors use a third party for model assistance, the third party shall be present and have equipment to support onsite colocation as needed by Suffolk Construction Company, Inc.
- T. Software requirements:
 - i. The subcontractors must have their relevant drafting and modeling applications available and the ability to readily export files in the file formats specified in this document.
 - ii. This subcontractor shall have all the trade specific software required to generate models of Level of Development (LOD) 400 as defined within the AIA E202



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**EXHIBIT H
BUILDING INFORMATION MODELING (BIM) RIDER**

document pertaining to Model Content Requirements and Construction Uses, respective to each trade, installed on their computers.

2.0 COORDINATION PROCESS COLLABORATION REQUIREMENTS:

The following are requirements of the Subcontractor throughout the duration of the Project:

- A. Subcontractor agrees to participate in all weekly BIM coordination meetings, coordination-based design meetings, and scope specific meetings; either web-based or on-site, and follow up meetings per requirement of issues generated or as directed by Suffolk Construction.
- B. Subcontractors agree to verify their models on a continuing basis for coordination issues with other trades and take initiative to coordinate with the other trades to resolve these issues in order to remain proactive per the schedule requirements. This item is inclusive of the non-performance clause as stated in Section 1.0, Item C.
- C. Subcontractors agree to read and verify all coordination related documentation, provided by Suffolk Construction, prior to all scheduled coordination meetings in order to be ready to discuss possible solutions and issues.
- D. The subcontractor agrees to re-draw or re-model components and systems of the model as a process of resolution for coordination issues. In the event that the Subcontractor is not responsible per their Scope, the Subcontractor will provide the model update as a requirement of the 3D Coordination process.
- F. Subcontractor agrees to update their trade model based on the changes in the coordination meeting with other trades and as directed by Suffolk Construction BIM Coordinator.
- G. Subcontractor commits to revise and submit the shop drawings based on the coordination meetings by the date and time scheduled by Suffolk Construction for the follow-up posting.
- I. All Subcontractor representatives involved in the coordination effort are required to maintain phone and e-mail accessibility during normal business hours for Eastern Standard Time.
- J. The representative of subcontractor who attends the trade coordination meetings shall be proficient with the software as well as communication with all other trade contractors. Suffolk Construction reserves the right to request a replacement of modeling representatives at any time based on above requirements.

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- i. If a pre-approved third party consultant has been retained by the Subcontractor per Section 1.0; Item C, the assigned third party representative will be assume these requirements as a party of the Subcontractor.
- K. Subcontractor shall submit specific product data for all major and repetitive system equipment no less than two weeks prior to the start of the coordination effort in order to ensure proper coordination or as specifically directed by Suffolk Construction.
- L. This subcontractor agrees to coordinate with Suffolk Construction's BIM Coordinator or designee to assign dollar values to critical collisions identified and avoided in the 3D coordination process to calculate ROI data that could be used by all parties.
- M. The BIM and trade coordination process are facilitated by Suffolk Construction to improve efficiency of the coordination process and to realize production efficiencies in order to deliver a superior product. All effort within the use of BIM and subsequent processes does not overstate the delivering of a complete and functional system as stated in the contract documents.

3.0 RIGHT OF RELIANCE AND CONTRACT DOCUMENTS

- A. The Contract Documents remain the Contract Documents prepared and stamped by the designer(s) of record and provided to the subcontractors.
- B. Subcontractor acknowledges that the design team may require multiple company specific conditions release or electronic information waivers to be signed and adhered to for this Project. Subcontractor will comply with such design team requirements prior to receiving any electronic information.
- C. Subcontractor does not have the right to rely on the 3D model, provided by the designer, as a "Contract Document" for the purpose of construction. All models authored during the course of this project are only to be released for installation upon approval by the Suffolk Construction BIM Coordinator and Project Superintendent.
- D. The architectural and structural background models provided by the design team or third party modelers to the subcontractors are for information only and will not become a part of the Contract Documents.
- E. Suffolk Construction Company requires coordination of the systems listed in this document in 3D even though the model provided is not and will not become part of the Contract Documents. It is the subcontractor's responsibility to review the model and confirm that it



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BUILDING INFORMATION MODELING (BIM) RIDER**

adheres to the Contract Documents and must report any discrepancies and inconsistencies to Suffolk Construction. **The requirement to provide all scope specific shop drawings, submittals, and/or permit drawings remains un-affected by the requirements and provisions described in this document.**

4.0 SUBCONTRACTOR PROVISIONS

- A. Suffolk Construction will make available the following items to Subcontractor if they become available for the purposes of this Project:
 - i. Architectural and structural background models
 - ii. Background models of the other trades that provide models
 - iii. On-site internet access at the facility used for coordination
 - iv. Online file sharing system for all participating subcontractors
 - v. Online meeting setup

5.0 AUTHORIZING AND PROCESS REQUIREMENTS

- A. The architectural and structural background models provided by the design team are for information only.
- B. This subcontractor agrees to provide 3D models of Level of Development (LOD) four hundred (400) that could generate 2D or 3D shop drawings and be utilized by the Subcontractor for fabrication purposes (per document AIA E202, pertaining to Model Content Requirements and Construction Uses). Scope specific detail items contained in this document may be substituted accordingly and with the approval of Suffolk Construction.
- C. Subcontractor shall inform the Suffolk Construction BIM Coordinator of any work they consider out of their scope before beginning the modeling effort on the components in question. Additional compensation shall not be provided for additional work not approved by Suffolk Construction prior to commencing.
- D. Subcontractor agrees not to install components that deviate from the signed-off coordination areas in the model.
- E. In the event of an Owner-directed change, the Subcontractor shall inform Suffolk Construction of any cost impact associated to the proposed changes as it relates to 3D coordination requirements as part of their estimated change order cost within the time frame specified by Suffolk Construction.
- F. Subcontractor agrees to provide a discrepancy log with all observed discrepancies in the drawings throughout the modeling process while not affecting model authoring and file upload requirements.

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- G. Subcontractor agrees to deliver completed models in an approved file format (See Section 1.0, Item D), divided by level, coordination area and/or building.
- H. Subcontractor agrees to provide sign-off documents for their scopes per the requirements within the Project Specific BIM Execution Plan.
- I. Subcontractor shall maintain object specific ID fields to be contained within the object properties. This field must be accessible by other software related to field installation such as Autodesk BIM360 Field Manager. A test object may be submitted to Suffolk Construction to verify compliance.
- J. Subcontractor agrees to provide a detailed electronic listing (*.XLS) of all Operations and Maintenance, Equipment Data, and Close-Out documentation to Suffolk Construction prior to commencing work on the production of final documentation to ensure completeness.
- K. Subcontractor agrees to provide an electronic copy (*.PDF or *.TIFF) of all equipment data, Operations and Maintenance manuals, and close-out documentation according to the schedule implemented by Suffolk Construction.
- L. The subcontractor grants a non-exclusive copyright license for the Federated Models created in the modeling process to Suffolk Construction Company, including the right to sell the model or parts of it to owner or other entities, such as for the use in Facility Management systems and software. If the model is published by Suffolk Construction Company or the user of the model designated by Suffolk Construction Company is not required to mention the creator of the model but will make an effort to note the author accordingly.
- M. Subcontractor is responsible for ensuring the technical accuracy and completeness of their drawings and model. The intent of model is to show all components, equipment and services in a true representation of their final location in the completed facility. Whereas specific dimensional location of material, equipment and services may not be included in construction documents, the location of the material, equipment and services in the Subcontractor's model(s) shall be dimensionally accurate.
- N. Subcontractor models will be required to utilize the same single point of origin as that determined by Suffolk Construction and will generally be required to encompass the same extents.
- O. Subcontractor shall provide final coordination models to Suffolk Construction within the designated scheduled duration, even after the area sign-off has taken place. This revised model will incorporate all remaining clash resolutions that may have been documented on the sign-off drawings in the interest of the project schedule.
- P. All revised 3D model or 2D document submittals will have a written narrative to define changes from previous submittals. Typical drafting techniques such as 'clouds', 'bubbles', etc. are acceptable means of change tracking for 2D submittals. Layer control should be used to define changes in 3D model. All revisions should be shown in both 3D and 2D formats.



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**EXHIBIT H
BUILDING INFORMATION MODELING (BIM) RIDER**

6.0 MODEL MANAGEMENT AND TRADE SCOPES

- A. Subcontractor will maintain/update their respective models throughout construction by incorporating, at a minimum, to the extent that they affect the information contained in the model:
- RFI's.
 - ASI's or other change documents that affect the contract documents.
 - Submittal comments and revisions on approved shop drawings.
 - Approved Substitution Requests.
 - As-Built field modifications.
 - Changes in the sequencing of the Work.
 - Changes requested by Suffolk Construction, including those on behalf of other Subcontractors.
- B. Subcontractor to provide Suffolk Construction with an updated model as required by the project schedule, process schedule, other subcontractor requests, when new information becomes available or more often when installation of the Work requires, for the duration of the project. This item is inclusive of the non-performance clause as stated in Section 1.0, Item C.
- C. The requirements for objects to be included in the Component Models provided by the trade contractors are minimum requirements. The subcontractor is encouraged to provide additional objects in models that facilitate the coordination between the trades. In case of contradictions between inclusions and exclusions in the scope description below the case that imposes the greater duty on the subcontractor shall be considered.

6.1 TRADE SCOPE MODEL CONTENT REQUIREMENTS

- A. The subcontractor for **site utilities** agrees to include the following items in the Structural model:
- i. Site topography, indicating existing and proposed grading, building pads, all bundled conduit and piping
 - ii. All underground utilities 2" or larger in diameter beyond 5'-0" of building
 - iii. Existing utilities in case CAD files are provided via GPR or from the engineer.
 - iv. All grease traps, fuel tanks, cisterns, vaults, manholes, tanks, and underground storage containers
 - v. All duct banks, all backwash preventers and control valves
 - vi. All other site structures needed that are not included in architectural package
- B. The subcontractor for **structural steel** agrees to include the following items in the Structural model:
- i. All primary and secondary structural steel members and their associated connections will be modeled using the steel subcontractor's fabrication/shop drawing model.



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BUILDING INFORMATION MODELING (BIM) RIDER**

- This will include all actual gusset plates, and exterior wall supports (e.g., kickers) for coordination. Embeds will be modeled for coordination with other trades.
- ii. The current drawings/models are design intent and should be further enhanced by the subcontractor to a level of detail (LOD) 400 (as mentioned AGC BIM Forum LOD to be able to fabricate and generate shop drawings from the model.
 - iii. Model elements shall be set up in a way to accommodate separate piece counts for quantity take off purposes. Steel members shall be referenced to the correct location of the members in the building.
- C. The subcontractor for **cast-in-place concrete** agrees to include the following items in the Structural model:
- i. All cast-in-place concrete shall be modeled including Footings, Foundations, Pile Caps, Grade Beams, Tie Beams, Crane Foundations, Columns (including haunches and cleats), Walls, Stairs, SOG and SOMD
 - ii. All construction joints, pour breaks, expansion joints and pour sequencing shall be modeled.
 - iii. Slabs will be modeled as part of the overall thickness of the slab; ribs in metal decks need not be modeled. Bolts, clip angles, etc. need not be modeled.
 - iv. Neither slab camber nor chamfers at corners need to be modeled.
 - v. Edges of all slabs and slopes shall be accurately modeled.
 - vi. All embeds, openings, and penetrations must be included in the concrete models. These include embeds required for structural steel, precast concrete, roof davits, MEPPF sleeves, etc.
- D. The subcontractor for **masonry trade** agrees to include the following items in the Structural model:
- i. All masonry walls (Including CMU, brick, and stone) will be modeled to reflect accurate design detailing and material differentiation.
 - ii. All tie-beams, tie-columns, and lintels will be modeled.
- E. The subcontractor for **precast trade** agrees to include the following items in the Structural model:
- i. All precast wall systems, panels, joists, soffits, beams, and embeds will be modeled. These will include all haunches and cleats.
 - ii. All precast panels and wall systems will be modeled to show material differentiation.
- F. The subcontractor for **interior walls** and partitions agrees to include the following items in the interior wall and partition model:
- i. All metal framing kickers, hangers and framing required to support interior walls, soffits, and partitions
 - ii. All king studs and detail specific support framing associated with doors, interior glazing, and windows.



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BUILDING INFORMATION MODELING (BIM) RIDER**

- iii. Model all full height wall, framing systems, furring details, ledgers and angles
 - iv. Identify rated wall and non-rated walls
 - v. Model all penetrations through walls
- G. The subcontractor for **exterior metal panel systems** agrees to include the following items in the exterior glazing model:
- i. All metal panel systems and penetrations will be modeled and will show material differentiation.
 - ii. All bracing, embeds, kickers, and other support systems for exterior metal panels will be modeled.
 - iii. Individual study models of certain conditions (virtual mock-ups) may be required as deemed necessary by the Owner, Architect, or Suffolk Construction to verify the quality of the system design prior to construction.
 - iv. Roof davits, window cleaning anchor points and rigging equipment shall be modeled.
 - v. The interior face of the exterior skin must be clearly identified in the Construction Model to provide for an accurate and successful 3D building coordination exercise.
 - vi. When creating the 3D model, all connections should be created to allow automatic relocation of the panels and connections to structure.
 - vii. Individual metal panels shall be modeled to represent sequence of installation
 - viii. The complete enclosure model shall be submitted for review in conjunction with Building Structure models in order to fully coordinate the building's shell in accordance with the schedule provided by Suffolk Construction.
 - ix. The exterior metal panel subcontractor(s) shall fully participate in the building shell coordination process by reviewing the structural subcontractor(s) models for compatibility and constructability issues or clashes with the enclosure models.
- H. The subcontractor for the **miscellaneous metals** trade agrees to include the following items in the Miscellaneous Metals model:
- i. All metal stairs and associated components, pipe racks, metal support systems and connections, custom railings and guardrails, elevator hoist beams, access ladders and walkways, steel grating, tube steel, roof davits, and bollards will be modeled.
 - ii. All assemblies will be modeled individually and will match the most recent approved shop drawings for that assembly.
- I. The subcontractor for **Skylight system** agrees to include the following items in the skylight model:
- i. All bracing, embeds, kickers, metal framing and other support systems for exterior glazing/ panels.



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- ii. Individual panels should be marked and tagged with a unique number
 - iii. Individual study models of certain conditions (virtual mock-ups) may be required as deemed necessary by the Owner, Architect, or Suffolk Construction to verify the quality of the system design prior to construction.
 - iv. Individual panels shall be modeled to detail installation sequence
 - v. Roof davits, window cleaning anchor points and rigging equipment shall be modeled.
 - vi. The interior face of the exterior skin must be clearly identified in the Construction Model to provide for an accurate and successful 3D building coordination exercise
- J. The subcontractor for **metal ceiling systems** agrees to include the following items in the ceiling model:
- i. All ceilings, framing systems, seismic bracing, kickers, hangers and supports
 - ii. All access panels need to be indicated and coordinated with other trades
 - iii. Ceiling thicknesses need to be modeled accurately
- K. The subcontractor for **ceiling grid** agrees to include the following items in the ceiling model:
- i. All ceilings, framing systems, seismic bracing, kickers, hangers and supports
 - ii. All ceiling thicknesses needed for clearance
- L. The subcontractor for **exterior glazing systems** agrees to include the following items in the exterior glazing model:
- i. All storefront systems, curtain wall systems, windows, exterior doors and sidelights, and other exterior glazing systems will be modeled and will show material differentiation.
 - ii. All bracing, embeds, kickers, hollow-metal framing and other support systems for exterior glazing will be modeled.
 - iii. Individual study models of certain conditions (virtual mock-ups) may be required as deemed necessary by the Owner, Architect, or Suffolk Construction to verify the quality of the system design prior to construction.
 - iv. Roof davits, window cleaning anchor points and rigging equipment shall be modeled.
 - v. The interior face of the exterior skin must be clearly identified in the Construction Model to provide for an accurate and successful 3D building coordination exercise.
 - vi. When creating the 3D model, all interferences should be created to allow automatic relocation of the connections to structure without any additional cost to the Project.
 - vii. The complete enclosure model shall be submitted for review in conjunction with Building Structure models in order to fully coordinate the building's shell in accordance with the schedule provided by Suffolk Construction.



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JOB #214162**

**EXHIBIT H
BUILDING INFORMATION MODELING (BIM) RIDER**

- viii. The exterior glazing subcontractor(s) shall fully participate in the building shell coordination process by reviewing the structural subcontractor(s) models for compatibility and constructability issues or clashes with the enclosure models.
- M. The subcontractor for **mechanical trade** agrees to include the following items in the Mechanical model:
- iv. All ducts (including insulation and flanges), VAV boxes sheet metal enclosed plenum areas, sound attenuation and air handling equipment. All hangers shall be modeled to ensure conflicts are minimized.
 - v. Equipment to its overall height, width and depth. Access/service clearances will be modeled for all equipment. All pads or curbs associated with the equipment will be modeled.
 - vi. All louvers, grilles, end caps, and access panels will be modeled.
 - vii. All fire dampers, smoke dampers and combination fire/smoke dampers. Includes all associated access doors and clearance zones required for access to relevant access doors.
 - viii. All piping (HVAC, Medical Gas, Fuel Oil, etc.) including underground and any piping associated with mechanical equipment. Pipes shall be modeled with pipe insulation, and flanges. Pipe slope shall be modeled. Valves, vents, traps, fittings, connections and other components shall be modeled.
 - ix. Access zones for valves and VAV's will be modeled to ensure access is available for proper operation and maintenance.
 - x. Any electrical (conduit, boxes, equipment, devices, etc.) associated with mechanical equipment. Conduits 1" or greater shall be modeled individually. Smaller conduits ganged in runs of three or more shall be modeled, but may be represented by a single block that includes all mounting support and clearance space.
- N. The subcontractor for **plumbing trade** agrees to include the following items in the Plumbing model:
- i. All plumbing piping and gas piping (including water, sanitary, storm, rain leaders, scuppers, access zones and equipment. Pipes shall be modeled to the outside diameter of the pipe or the pipe insulation, whichever is greater. Pipe slope shall be incorporated into the models. Valves, vents, traps, fittings, connections and other components shall be modeled. All hanging systems shall be modeled.
 - ii. All plumbing components including water closets, urinals, lavatories, sinks, drinking fountains, water heaters, specialized water systems (including equipment pads)
 - iii. Access zones for valves will be modeled to ensure access is available for proper operation and maintenance.

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**EXHIBIT H
BUILDING INFORMATION MODELING (BIM) RIDER**

- iv. All plumbing equipment, to its overall height, width and depth. Access/service clearances will be modeled for all equipment.
 - v. All valves and cleanouts, along with access to valves/cleanouts. Chain operated valves are to be modeled with the chain represented geometrically as an access zone.
 - vi. Any electrical (conduit, boxes, equipment, devices, etc.) associated with mechanical equipment. Conduits 1" or greater shall be modeled individually. Smaller conduits ganged in runs of three or more shall be modeled, but may be represented by a single block that includes all mounting support and clearance space.
- O. The subcontractor for **electrical trade** agrees to include the following items in the Electrical model:
- i. Conduits 1" or greater shall be modeled individually. Smaller conduits ganged in runs of three or more shall be modeled, but may be represented by a single block that includes all mounting support and clearance space. These requirements apply to all electrical systems (including low voltage).
 - ii. Cable tray, floor duct, wall duct, rated wall sleeves, access zones and electrical equipment (including power distribution, branch circuitry and low voltage systems). Access/service clearances, and housekeeping pads and curbs will be modeled for all equipment.
 - iii. Light fixture locations and space requirements. Light fixtures shall be modeled to accurately reflect the specific fixtures intended for installation in the completed Work. The light fixtures should represent the geometric extents of the approved light fixtures and also include a clearance layer representing the space needed to install and service the lights.
 - iv. All power feeds to equipment (including electrical work associated with HVAC, Plumbing and Fire Protection that is identified as part of the electrical contractor's scope) and all switch gear.
 - v. All conduit/raceway provided for Owner furnished equipment.
 - vi. Switches and outlet locations will not typically be modeled. Switches and outlet locations shall only be modeled in areas where coordination with architectural finish floor elevation or interior elevations are of concern as deemed by the Architect or Suffolk Construction.
- P. The subcontractor for **fire protection trade** agrees to include the following items in the fire protection model:
- i. All piping (including slope), fittings, valves, pumps, sprinkler heads, and hanger systems
 - ii. Access zones for valves will be modeled to ensure access is available for proper operation and maintenance.



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BUILDING INFORMATION MODELING (BIM) RIDER**

- iii. All electrical components of the fire protection system, including panels, conduits (to the same extent as identified in Electrical above) and devices.
- Q. The subcontractor for the low voltage, building controls and photometric trade agrees to include the following items in the Building Controls model:
 - i. All control panels that require access for service or maintenance, control valves, control dampers, and sensors.
 - ii. All electrical systems, all distribution boxes, cable trays including hangers, all curbs and equipment pads, all fixtures
 - iii. All conduit runs of 2" diameter or larger, all bundled conduit,
 - iv. All underground conduit runs to 5'-0" from edge of building
 - v. Specialty systems (Fire Alarm, A/V, Security, Access Control and Telecom, etc.)
 - vi. For all fixtures requiring installation or maintenance clearances, model the clearance as a semi-transparent item in the assembly.
 - vii. Model all seismic bracing, hangers, cable trays and supports
 - viii. All access panels deemed necessary by Contractor

7.0 SCHEDULE:

- A. At any point during the project duration, Suffolk Construction reserves the right to inquire on the Subcontractor's internal schedule as it relates to the overall project schedule.
- B. Subcontractor agrees to revise their coordination efforts based on changes to the project schedule as determined by Suffolk Construction. The basis for these changes includes but is not limited to: weather delays, contractual delays, project fast-tracking, or owner mandated schedule changes.
- C. The Subcontractor agrees that failure to adhere to the coordination schedule or inability to post original or revised models within the given schedule limits, with regard to documented revision requests from coordination meetings, may be entitled to a non-performance penalty dependent on the specific issue, the amount of time overdue, the magnitude of the delay to other subcontractors and per the discretion of Suffolk Construction.

8.0 ALTERNATES:

- A. The following alternates shall be available to the Contractor at their option and include the Subcontractor's mark-up for overhead, profit, taxes and all other costs for a complete and proper installation. The Alternates are applied as adds or deducts to the Subcontract Amount.

Item No.	Description	Add/Deduct	Amount
1.			\$ _____

9.0 COSTS:



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BUILDING INFORMATION MODELING (BIM) RIDER**

B. The following breakdown of costs is included for reference (see attachment A for detailed breakdown):

i. BIM Services \$ _____

****END OF SCOPE****



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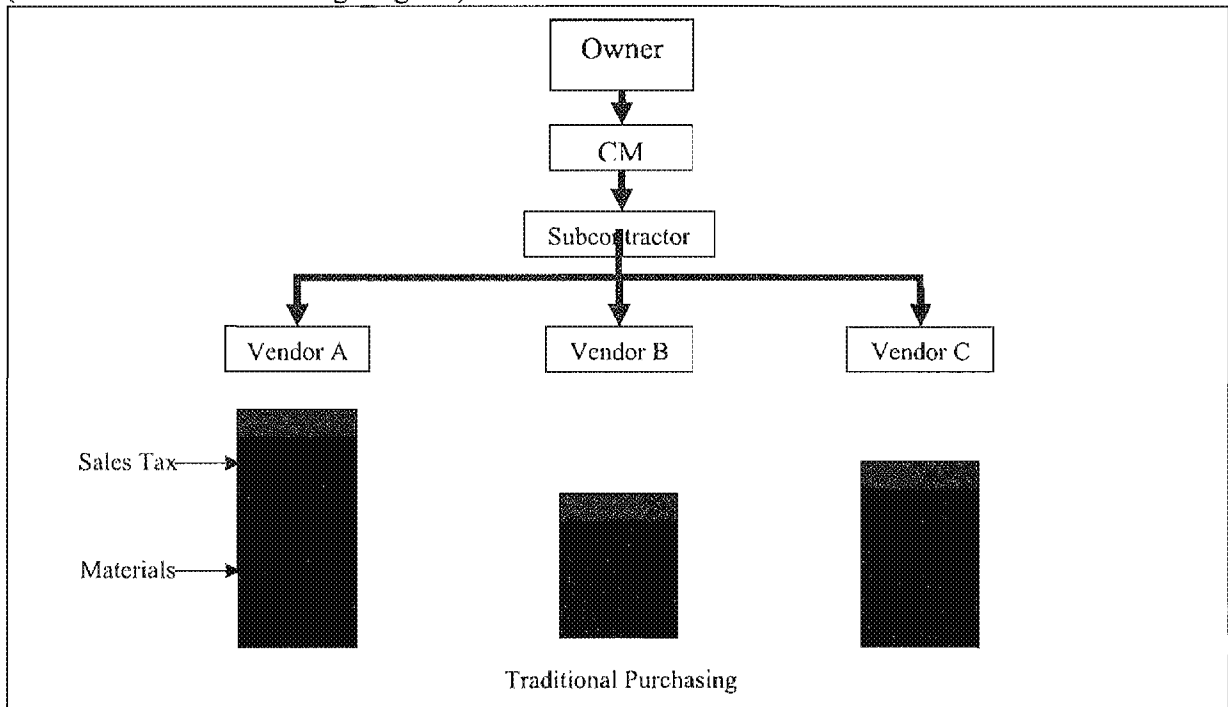
**EXHIBIT J
SALES TAX SAVINGS**

Procedures for Implementing Sales Tax Savings through Direct Owner Purchases
For
Government and Other Tax-Exempt entities
In
The State of Florida

Introduction:

Many public works projects by government entities and private projects by tax-exempt entities can enjoy sales tax savings through tax-exempt transactions with vendors who supply materials for the project. The savings to the Owner that can be achieved is between 1% and 1.5% of the construction contract value.

The CM has included in his contract with the Owner the value of all the materials plus sales tax. (See Traditional Purchasing diagram)

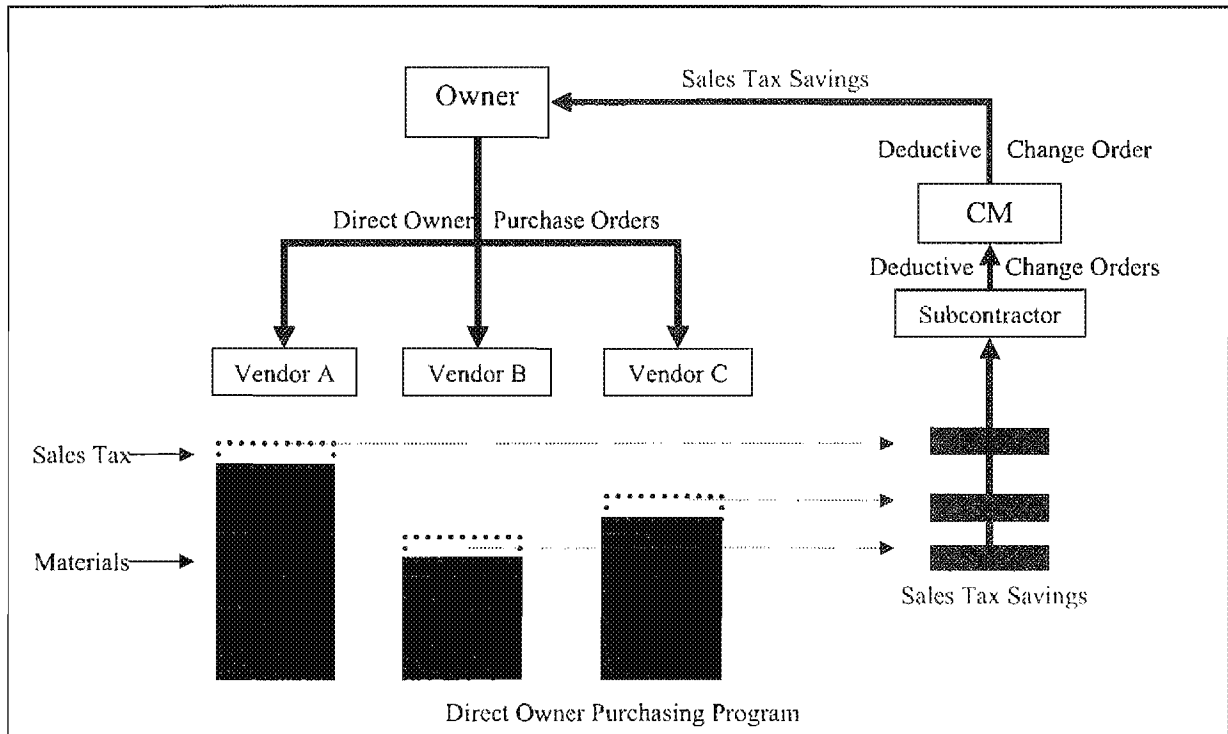


In the Sales Tax Savings-Direct Owner Purchases Program, the Owner via deductive change order removes from the CM's contract the material value plus the sales tax. The Owner then purchases those same materials for the project directly from vendors. Because the Owner's transactions with vendors are sales tax exempt he pays only for the value of the material and no sales tax, saving 6% on each transaction. (See Direct Owner Purchasing Program diagram.)



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SALES TAX SAVINGS**



Costs and Benefits

Benefits to Owner:

1. The cost of the project is reduced by the amount of the sales tax savings (usually at least 1% of the construction cost).
2. Depending on contract terms, even though the value of the material is removed from the construction contract and into the Owner's privity with the vendors, the CM and Subcontractor remain responsible for expediting, receiving, unloading, quality, quantity, insuring, warranting, and bonding on the materials.
3. The value of the sales tax savings becomes a contingency account which can offset other upgrades or unforeseen conditions costs.

Costs to Owner:

1. Accounting costs of issuing the DPOs
2. Accounting costs of processing invoices
3. Assuming risk that the State of Florida Department of Revenue may find that certain transactions do not qualify as tax exempt and may impose reimbursement and/or fines.



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**EXHIBIT J
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Benefits to CM:

1. The CM who offers this service is recognized as adding value to an Owner. The Owner is willing to pay a fee for the service of managing the program.

Costs to the CM:

1. The accounting time and costs for managing the program are extensive and must be reimbursed by the Owner.

Benefits to Subcontractors:

1. Manufacturers generally demand payment in full even though retainage is traditionally held on the subcontractor's cost of materials. The Direct Owner Purchase Program relieves the subcontractor of the cash flow burden. Note: the Direct Purchase Order terms should sometimes be modified from the standard "net 30" to withhold some value for manufacturer's warranty, or other consideration.

Costs to Subcontractors:

1. The costs of accounting for the change orders and manual invoicing are minimal but will require more effort than normal cost accounting.

In order that the transactions are considered as tax-exempt by the Florida Department of Revenue, a set of procedures must be implemented to qualify all transactions.

Summary of Procedures:

1. The CM solicits bids from subcontractors for furnishing and installing materials.
2. The subcontractors solicit and receive bids from vendors whose bids include sales tax.
3. The CM receives bids from subcontractors (whose bids include sales tax from the vendors), and incorporates all selected bids into the Guaranteed Maximum Price (GMP) to the Owner.
4. The Owner accepts the GMP and the CM begins purchasing subcontracts.
5. For each trade, the CM awards the successful subcontractor a contract for work (furnishing and installing the materials).
6. For each material, the subcontractor awards the successful vendor a purchase order (or letter of intent) for supplying the material.
7. The CM requests and receives from the subcontractor copies of the purchase order between the subcontractor and the vendor.
8. The CM compiles a list of all possible material purchases which may be eligible for sales tax savings and presents the list to the Owner.
9. The Owner elects for which material purchases he will transact directly with the vendors.

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**EXHIBIT J
SALES TAX SAVINGS**

10. The CM drafts the purchase orders (on the Owner's PO form) for the Owner to purchase the materials directly from the vendor. The Owner generates and issues the Direct Purchase Order (DPO) to the vendor for the cost of materials excluding sales tax. The purchase order must contain or be accompanied by the Owner's Consumer's Certificate of Exemption and must include the governmental entity's exemption number, issue date, and expiration date. (The subcontractor and vendor then cancel their original purchase order for the same material plus sales tax--from Item 6. above).
11. The CM removes the value of the material plus sales tax from the subcontractor's contract amount via deductive change order. This is best done simultaneously with the issue of the direct purchase order (DPO), to prevent possible duplicate billing.
12. The Owner removes the value of the material plus sales tax from the CM's contract amount via deductive change order. This is best left to the end of the project as a single change order after all DPOs have been issued and adjusted. Keeping the value of the sales tax savings within the GMP allows it to be utilized for owner-requested scope improvements. Some Owner's request a Construction Change Directive (CCD) acknowledging the deductive value to the CM contract is issued simultaneously to the DPO being issued. The CCDs are then compiled and incorporated into a change order at the end of the project.
13. The subcontractor orders the vendor to deliver the material to the job site. The material is delivered by the vendor, to the subcontractor, who receives it and accepts it for quality and quantity. The subcontractor retains the delivery ticket for matching up with invoicing. The Owner will take title to the materials upon delivery to the job site.
14. The vendor invoices the Owner **in care of subcontractor**. The invoice is sent to the subcontractor (not to the Owner). Any mis-directed invoicing will be returned to the vendor for proper routing through the subcontractor.
15. The subcontractor reviews the invoicing against the delivery tickets and purchase order pricing and if satisfied, approves the invoice for payment, and transmits the invoice to the CM.
16. The CM reviews the same invoicing and if satisfied, approves the invoice for payment and transmits it to the Owner.
17. The Owner processes the invoice and remits payment directly to the vendor. The Owner keeps a log of all payments to vendors and transmits this log monthly to the CM for reconciliation of transmittals to payments.
18. In order to reconcile budgets the subcontractor's and CM's monthly pay request must be synchronized with the direct purchase orders. Until a direct purchase order is issued, the value of the DPO material must be separated from the other line items on the schedule of values. To prevent possible duplicate billing errors, the subcontractor and CM ensure that the DPO materials on the pay request are never billed through the pay req. process. Or-they are positively billed and then negatively billed on the deductive change order line item following the execution of the deductive change order.

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**EXHIBIT J
SALES TAX SAVINGS**

19. The purchase order is closed following final payment to the vendor. The purchase order is for an amount “not to exceed”. Ideally the cumulative invoicing matches the total purchase order amount. For a lump sum purchase order invoiced in units, the invoicing cannot exceed the purchase order amount.
 - a. If the sum of all invoicing exceeds the purchase order amount either:
 - i. the invoicing to the Owner is reduced and the difference invoiced from the vendor to the subcontractor or
 - ii. the purchase order is amended (increased) and the subcontractor is given a corresponding deductive change order for materials plus tax.
 - b. If the sum of all invoicing is less than the purchase order amount, the purchase order is amended (decreased) and the subcontractor is given a corresponding additive change order for materials plus tax.

PROJECT NAME: ALL ABOARD FLORIDA -- MIAMI TERMINAL

PROJECT: #214162

EXHIBIT M

**SUBCONTRACT
PAYMENT BOND**

Any singular reference to Principal, Surety, Obligee or other party shall be considered plural where applicable.

PRINCIPAL (SUBCONTRACTOR)
(Name and Address):

**SURETY (Name and Address of Surety
Company Office):**

OBLIGEE (CONTRACTOR)
(Name and Address):
Suffolk Construction Company, Inc.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409

SUBCONTRACT

Date:
Amount:
Description of Project
(Name and Location):

BOND

Date (Not earlier than Subcontract Date):
Penal Amount: \$

SUBCONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature:
Name and Title:

Signature:
Name and Title:
Attach Power of Attorney

Witness:
Name and Title:

Witness:
Name and Title:

(Any additional signatures appear on page attached)

FOR INFORMATION ONLY
AGENT or BROKER:
(Name, Address and Telephone)

PROJECT NAME: ALL ABOARD FLORIDA – MIAMI TERMINAL

PROJECT: #214162

EXHIBIT M

- 1. SCOPE OF BOND.** The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee to pay for labor, materials and equipment furnished for use in the performance of the Subcontract, which is incorporated in this bond by reference and pursuant to which this bond is issued. In no event shall the Surety's total obligation exceed the penal amount of this bond.
- 2. EFFECT OF OBLIGATION.** If the Principal shall promptly make payment directly or indirectly to all Claimants as defined in this bond, for all labor, material and equipment used in the performance of the Subcontract, then this bond shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

 - 2.1 TIME FOR CLAIM.** The Principal and Surety hereby jointly and severally agree with the Obligee that every Claimant, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, for which claim is made, may have a right of action on this bond. The Obligee shall not be liable for the payment of any costs or expenses including attorneys' fees which the Obligee may incur in connection with its defense of any such right of action.
 - 2.2 RIGHT OF ACTION.** No suit or action shall be commenced on this bond by any Claimant:

 - 2.2.1** Unless Claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: Principal, Obligee, or the Surety above named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Obligee or Surety, at any place within the United States where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, however, such service need not be made by a public officer.
 - 2.2.2** After the expiration of one (1) year from the date (1) on which the Claimant gave the notice required by Subparagraph 2.2.1, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone on the Project, whichever first occurs. Any limitation embodied in this bond, which is prohibited by any law controlling the Project, shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - 2.2.3** Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

PROJECT NAME: ALL ABOARD FLORIDA -- MIAMI TERMINAL

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EXHIBIT M

3. **CLAIMANT.** A Claimant is defined as an Individual or entity having a direct contract with the Principal to furnish labor, materials or equipment for use in the performance of the Subcontract or any individual or entity having valid lien rights which may be asserted in the jurisdiction where the Project is located. The intent of this bond shall be to include in the terms labor, materials or equipment: that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Subcontract, architectural and engineering services required for performance of the work of the Principal, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
4. **AMOUNT OF BOND.** The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith by the Surety.
5. **ALTERATION NOTICE WAIVER.** The Surety waives notice of any alteration or extension of the Subcontract, including but not limited to the Subcontract price and / or time, made by the Obligee. This waiver shall not apply to the time for suit provided by Paragraph 2.2 hereunder.

PROJECT NAME: ALL ABOARD FLORIDA – MIAMI TERMINAL

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EXHIBIT M
SUBCONTRACT
PERFORMANCE BOND

Any singular reference to Principal, Surety, Obligee or other party shall be considered plural where applicable.

PRINCIPAL (SUBCONTRACTOR)
(Name and Address):

SURETY (Name and Address of
Surety Company Office):

OBLIGEE (CONTRACTOR)
(Name and Address):
Suffolk Construction Company, Inc.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409

SUBCONTRACT

Date:
Amount:
Description of Project (Name and
Location):

BOND

Date (Not earlier than Subcontract Date):
Penal Amount: \$

SUBCONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature:
Name and Title:

Signature:
Name and Title:
Attach Power of Attorney

Witness:
Name and Title:

Witness:
Name and Title:

(Any additional signatures appear on page attached)

FOR INFORMATION ONLY
AGENT or BROKER:
(Name, Address and Telephone)

PROJECT NAME: ALL ABOARD FLORIDA – MIAMI TERMINAL

PROJECT: #214162

EXHIBIT M

1. **SCOPE OF BOND.** The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee for the performance of the Subcontract, which is incorporated in this bond by reference. In no event shall the Surety's total obligation exceed the penal amount of this bond.
2. **EFFECT OF OBLIGATION.** If the Principal performs the Subcontract, then this bond shall be null and void; otherwise it shall remain in full force and effect.
3. **ALTERATION NOTICE WAIVER.** The Surety hereby waives notice of any alteration or extension of the Subcontract, including but not limited to the Subcontract price and/or time, made by the Obligee. This waiver shall not apply to the time for suit provided by paragraph 5 hereunder.
4. **PRINCIPAL DEFAULT.** Whenever the Principal shall be, and is declared by the Obligee to be in default under the Subcontract, with the Obligee having performed its obligation in the Subcontract, the Surety may promptly remedy the default, or shall promptly:
 - 4.1 **COMPLETE SUBCONTRACT.** Complete the Subcontract in accordance with its terms and conditions; or
 - 4.2 **OBTAIN NEW CONTRACTORS.** Obtain a bid or bids formally, informally or negotiated for completing the Subcontract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or negotiated proposal, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, or negotiated proposal, arrange for a contract between such party and the Obligee. The Surety will make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price. The cost of completion includes responsibilities of the Principal for correction of defective work and completion of the Subcontract; the Obligee's legal and design professional costs resulting directly from the Principal's default; and liquidated damages or actual damages if no liquidated damages are specified in the Subcontract. The term balance of the contract price, as used in this paragraph, shall mean the total amount of payable by the Obligee to the Principal under the Subcontract and any amendments to it, less the amount properly paid by the Obligee to the Principal; or
 - 4.3 **PAY OBLIGEE.** Determine the amount for which it is liable to the Obligee and pay the Obligee that amount as soon as practicable; or
 - 4.4 **DENY LIABILITY.** Deny its liability in whole or in part and notify and explain to the Obligee the reasons why the Surety believes it does not have responsibility for this liability.
5. **RIGHT OF ACTION.** No right of action shall accrue on this bond to or for the use of any person or entity other than the Obligee named herein, its heirs, executors, administrators or successors.

PROJECT NAME: ALL ABOARD FLORIDA – MIAMI TERMINAL

PROJECT: #214162

EXHIBIT M

POWER OF ATTORNEY

BOND NO.

KNOW ALL MEN BY THESE PRESENTS: That the _____, a corporation duly organized under the laws of the State of _____, having its principal office in the city of _____ pursuant to the following resolution, adopted by the Board of Directors of the said Company on the _____ day of, _____, to wit: _____,

Resolved, that the President of the Company shall have the authority to make, execute and deliver the Power of Attorney constituting as attorney(s)-in-Fact, such persons, firms, or corporations as may be selected from time to time.

Be it further resolved, that the signature of the President, Secretary and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in future with respect to any bond or undertaking to which it is attached.

_____ does Hereby make, constitute and appoint _____

_____ its true and lawful attorney(s)-in-fact, for it and in its name, to sign, execute, acknowledge, deliver, act and deed on its behalf in issuing the bond _____ in the amount of \$ _____ and to bind _____ thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officer of _____ and all the acts of said attorney(s)-in-fact pursuant to the authority herein given, and hereby ratified and confirmed.

IN WITNESS WHEREOF, _____, has caused these present to be signed by an officer of the company and its Corporate Seal to be hereto affixed.

STATE OF _____

SS

COUNTY OF _____

On the _____ day of _____ before me personally came _____ to me known who being by me duly sworn, did depose and say that he resides in the County of _____ State of _____: that he is _____ of _____, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by the like order

STATE OF _____

SS

COUNTY OF _____

I, the undersigned, Secretary of _____ a _____ Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force. Signed and Sealed at the City of _____

Dated the _____ Day of _____

**ALL ABOARD FLORIDA – MIAMI TERMINAL
JOB #214162**

**EXHIBIT P
SUBCONTRACTOR ONE YEAR WARRANTY**

Attention: _____ (Owner’s Name)

_____ (City, State, Zip)

From: _____ (Subcontractor’s Name)

_____ (City, State, Zip)

Date: _____ (Insert Final Completion Date)

The undersigned guarantees, as required by the subcontract agreement and contract documents, to the Owner that they will be responsible for faulty or defective materials, equipment and workmanship, in the _____ scope of work and that this entity will remedy all defects due thereto and pay for all damages to other work resulting therefrom which shall appear within a period of one (1) year from the date of which final acceptance of the (list project name) _____ is certified by the architect.

During this period, upon written notice from the Owner, the undersigned shall proceed with due diligence at the undersigned’s expense to properly replace any defective materials and equipment or perform any labor necessary to correct any defective work. In case the undersigned fails, upon responsible notice to remedy such defects, then the Owner may furnish such materials or labor as are necessary to bring the work up to the standard called for by the contract documents, and the undersigned agrees to reimburse the Owner fully and promptly.

*** SUBCONTRACTOR SIGNATURES AND WARRANTY MUST BE NOTARIZED ***

(Enter Subcontractor’s name)

BY: _____
(SIGNATURE)

DATE: _____

BY: _____
(PRINT)

Sworn to (or affirmed) and subscribed to before me on _____, 200__ by _____,
as _____ of _____ on behalf of the Corporation. He/She is personally known to
me or produced _____ as identification.

Notary Public

My Commission Expires on:

**ALL ABOARD FLORIDA – MIAMI TERMINAL
JOB #214162**

**RIDER S
SUBCONTRACTOR SAFETY REQUIREMENT**

Revised 07/25/14

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General Requirements

1. All subcontractors are required to submit a "Site Specific Safety Plan" prior to commencement of work. This plan must address the site specific hazards associated with the subcontractor's scope of work.
2. Any subcontractor that: A.) Has twenty (20) employees or more on-site and their scope of work is greater than 90 days; or B.) Their Work requires high hazard activities requiring professional accreditation and/or safety training credentials; or C.) Subcontractors that demonstrate significant need in terms of safety management shall provide an OSHA 500- certified Full-Time Site Safety Officer for the complete duration of the scope of work. The Site Safety Officer shall have a minimum of five to seven (5-7) years of relevant and comparable project experience, with progressive increase in responsibility every year. In addition, the Site Safety Officer shall have completed continuing education courses over the past five (5) years. The Site Safety Officer shall be on the project site at all times during operations for this scope of work. The Site Safety Officer's sole responsibility shall be safety, including but not limited to: Job Hazard Analysis planning, plan implementation, and monitoring, safety compliance, training, orientation, assistance, coordination, etc. At no time shall the Site Safety Officer perform any trade work or supervise any non-safety activities. This Subcontractor shall submit the resume of the proposed Site Safety Officer to the Contractor for review and approval two (2) weeks prior to the start of work. Contractor reserves the right to reject the proposed Site Safety Officer candidate for any reason and reserves the right to request a change in the Site Safety Manager at any time during the project.
3. All subcontractors must submit their written Hazard Communication Plan with all applicable Material Safety Data Sheets prior to commencement of work on site.
4. Each subcontractor crew or shift's lead person (superintendent or foremen) and the designated competent person, must have a minimum of OSHA 30 hours training. Documentation must be submitted prior to commencement of work.
5. Each subcontractor must have as a minimum of 1 employee trained and certified in CPR/First Aid for every 20 employees they have on site.
6. "All personnel are required to utilize eye protection when on the construction site. Minimum eye protection shall include approved safety glasses as specified by OSHA 1926 Subpart E., which meet the standards specified in ANSI Z-87.1-1989. This shall also include prescriptive eye wear. Additionally, when performing tasks or activities where flying objects, chemical hazards, or other recognized hazards are present, each subcontractor's **Competent Person** or **Safety Representative** shall determine the additional level of protection required per OSHA 1926 Subpart E and require that it be utilized when those tasks or activities are being performed."
7. Employees exposed to the hazards of working near or around mobile equipment including earth moving equipment must wear reflective vests or high visibility clothing.
8. All employees must be trained in the hazards associated with their scope of work. Documentation of specific training must be submitted to Suffolk prior to start of work.
9. The subcontractor shall require that their employees attend a safety meeting each week with their Supervisor. A copy of the meeting minutes, with signatures of attendees, shall be forwarded to the Suffolk Construction Project Office.
10. On a weekly basis the subcontractor will submit the Weekly Safety Task Assessment form to the Suffolk Construction Project Office.

**ALL ABOARD FLORIDA – MIAMI TERMINAL
JOB #214162**

**RIDER S
SUBCONTRACTOR SAFETY REQUIREMENT**

Page 2 of 4

11. All employees are required to wear proper attire at all times on the project site. This includes long pants, shirts with sleeves, hard sole shoes and a hard hat.
12. Each subcontractor must provide an adequate amount of drinking water with sanitary drinking cups, for each of their employees on site.
13. Portable radios, iPods or headphones are not permitted on site.
14. Each subcontractor is required to have a first aid kit large enough for the number of employees they have on site. This box must be maintained and replenished when necessary. The subcontractor shall supply non-emergency transportation for all his/her injured employees.
15. The subcontractor shall immediately notify the Suffolk Construction Project Superintendent of any fire, unusual incident, or injury to any subcontractor employee, vendor or visitor on the project. The accident report shall be forwarded to the Project Office no later than 24 hours after the incident.
16. Each subcontractor shall be responsible for instructing his own employees of any special hazards or project requirements, such as, but not limited to, lock-out/tag-out, fire protection, fall hazards, confined spaces or any evacuation/emergency procedures.
17. The fuels and hazardous materials must be properly labeled and stored. Fuels tanks (single & double wall) must be in secondary containment with a 10lb fire extinguisher placed within 50 feet. All flammable materials stored in trailers must have proper trailer ventilation, signage on the outside of the door and a fire extinguisher mounted within 50 feet.
18. Each subcontract employee on a walking/working surface (horizontal and vertical surface) with an unprotected side or edge which is 6' or more above a lower level shall be protected from falling by the use of a guardrail system, safety net system or personal fall arrest system.
19. Employees performing steel erection activities, regardless of task, who would typically fall **under 29 CFR 1926, Subpart R**, must adhere to the fall protection guidelines outlined in item #18.
20. All floor openings greater than 2" are considered a "HOLE" and must be securely covered and labeled. Each subcontractor is responsible for addressing the holes they create with their scope of work.
21. All costs to Suffolk Construction Co., Inc. of Federal, State or Local citations, fines, penalties and/or summonses resulting from the Subcontractor's operations shall be back-charged to the Subcontractor.

Cranes

22. All cranes brought on a Suffolk project must adhere to the following policy.
23. Each subcontractor utilizing a crane on site (mobile and/or tower) will provide for a third party inspection prior to its use. The crane must meet all manufacture's recommendations and specifications and all regulatory guidelines/standards.
24. Towers cranes will be inspected by the qualified third part inspector immediately after initial set up and each time the crane is jacked. The qualified crane inspector is Crane Safety & Inspections, 954-646-2609.
25. All lattic boom mobile cranes shall be inspected by the qualified third party inspector immediately after initial assembly on site and prior to operation. The qualified crane inspector is Crane Safety & Inspections, 954-646-2609.

**ALL ABOARD FLORIDA – MIAMI TERMINAL
JOB #214162**

**RIDER S
SUBCONTRACTOR SAFETY REQUIREMENT**

Page 3 of 4

26. All mobile hydraulic cranes and truck mounted boom lifts shall have had a thorough inspection, in the past year, by a qualified third party inspector. The inspection report shall be provided to the Suffolk Construction Company Project Superintendent prior to the crane operating on site.
27. Subcontractors using a crane to hoist material must have qualified signalmen and rigger. Each employee signaling a crane operator must submit to Suffolk documentation of training to perform this task.
28. Requiring all cranes (where applicable) to have a functioning LMI.

Excavation/Equipment

29. The engineered documentation for trench boxes and/or shoring devices must be submitted to Suffolk prior to its use on the project site.
30. Subcontractor shall provide protection and access to all excavations and trenches. This will include placing barricades and/or cordoning off the opening. For excavation that are a vertical slope (type A soil or stable rock) with trench depth of 4' or greater, will install a guardrail system around the trench or excavation. The guardrail system shall comply with 29CFR1926.502 and related standards.
31. All soils will be considered a "Class C" and sloped/shored accordingly, unless the competent person can determine and adequately show otherwise.
32. Each subcontractor prior to digging any trench or excavation must contact the appropriate "utility locate" organization in the area. The subcontractor is responsible for having locations marked for all utilities in the area.

Scaffolds/Work Platforms

33. All scaffold used on the project site including rolling tower scaffold will adhere to a "tagging" system. The tagging system will represent if the scaffold is completely assembled and ready for use.
34. Suspended scaffold and mast climbing scaffold will adhere to a documented daily inspection by the subcontractor's competent person. This documentation will be submitted to Suffolk on a weekly schedule.
35. The area below the elevated platform will be barricaded to prevent employee's access.
36. All supported scaffold including mobile scaffold shall have a swing gate at the point of access onto the elevated platform. The gate must be designed and installed per the scaffold manufacture design.

Electrical

37. All temporary power supply components must be weatherproof as defined by the National Electric Code 2008 Edition. All parts and equipment must be used as the manufacture design intended.
38. Temporary power supply will be protected using Ground Fault Current Interrupters at all times on the project. If power is supplied from a generator or some other source a GFCI must be in place.
39. Extension cords must be heavy duty construction with no cuts in the outer jacket. If a 3 prong plug connector, the ground pin must be in place.

Hot Works

40. The Hot Work Permit will be required of all subcontractors performing defined hot work. A Hot Work Permit shall be issued on a daily basis by the Project Superintendent and will be strictly enforced. If a particular subcontractor is going to be working in a consistent area with consistent exposures and operations then a "Blanket Permit" can be issued if the Superintendent feels that the control is adequate.

**ALL ABOARD FLORIDA – MIAMI TERMINAL
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**RIDER S
SUBCONTRACTOR SAFETY REQUIREMENT**

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Ladders & Stairs

41. Metal ladders are not permitted on site during any phase of construction. This includes step ladders and extension ladders.
42. All scaffold built temporary stair systems must adhere to 29CFR OSHA 1926 Subpart X.

Motorized Equipment

43. Employees operating any type of motorized equipment must have the proper license (if required by state) and training certification for the type of equipment in operation. Training certification must be submitted to Suffolk prior to using the equipment.
44. All equipment must have an audible back up alarm functioning at all times the equipment is in use. This alarm must be loud enough to be heard over the operation of the equipment and surrounding noise.
45. Seat belts must be worn at all times when operating equipment.
46. Roll Over Protection must remain on equipment when operating.

Deliveries

47. Must follow Construction Management Plan.
48. Flagmen used in control of vehicle traffic must be trained and certified for this task. Documentation of training must be submitted to Suffolk prior to the task.

**ALL ABOARD FLORIDA – MIAMI TERMINAL
JOB #214162**

**RIDER S-1
HAZARDOUS COMMUNICATION REGULATION**

Page 1 of 1

It is understood that the Project Site is located in the State of FLORIDA and that any person, firm, corporation, partnership, association or other entity that manufactures, processes, uses or stores toxic or hazardous substances at the project site must comply with the OSHA Hazardous Communication Regulation found in the Code of Federal Regulations for the construction industry 29 CFP 1926.59. (Hazardous Communication Regulation)

For purposes of the Hazardous Communication Regulation the subcontractor is deemed to control that space where the subcontractor work is performed ("Work Area"). With respect to this work area, the subcontractor shall assume responsibility for compliance with the Hazardous Communication Regulation. Since the subcontractor's work area is one among many at the Project Site, the subcontractor shall also coordinate the implementation of the Hazardous Communication Regulation with the contractor and any other subcontractor(s) whose employees may be exposed to a toxic or hazardous substance which the subcontractor is using in its work area.

Each subcontractor will be responsible for providing the General Contractor with a copy of their written Hazardous Communication Program. An integral part of this program is the Material Safety Data Sheets (MSDS) for every product used by the subcontractor that is classified as a hazardous material under the regulation. A copy of each MSDS will be submitted with the Hazardous Communication Regulation Program.

**ALL ABOARD FLORIDA – MIAMI TERMINAL
JOB #214162**

**RIDER S-2
HAZARDOUS COMMUNICATION PROGRAM
(for toxic & hazardous substance users)**

Page 1 of 4

I. General Information

In order to comply with OSHA's Hazardous Communication Standard, the following written Hazardous Communication Program has been established for ALL ABOARD FLORIDA – MIAMI TERMINAL – JOB #214162

All work sites of the company are included within this program. The written program will be available in the Field and Office for review by any interested employee.

A. Container Labeling

_____, foreman, will verify that all containers received for use are clearly labeled to indicate:

- The identity of the contents. (The identity must match the corresponding MSDS).
- Appropriate hazard warnings. (Including routes of entry and target organs if known.)
- The name and address of the manufacturer, importer or responsible party.

_____, foreman, at each job site will ensure that all secondary containers are labeled with either an extra copy of the original manufacturer's label or with the "central stores" generic labels which have a block for identity and blocks for the hazard warning.

For help with labeling please see your foreman.

(If written alternatives to labeling of on site containers are used, add a description of the system used.)

The Office Manager will review the company labeling system every 6 months and update as required.

B. Material Safety Data Sheets (MSDS)

Office Manager will be responsible for obtaining and maintaining the data sheet system for the company.

When toxic or hazardous substances are received without a MSDS, a letter with a copy to file, will be sent to the supplier requesting the MSDS.

The Foreman will review incoming data sheets for new and significant health/safety information.

He/she will see that any new information is passed on to the affected employees.

**ALL ABOARD FLORIDA – MIAMI TERMINAL
JOB #214162**

**RIDER S-2
HAZARDOUS COMMUNICATION PROGRAM
(for toxic & hazardous substance users)**

Page 2 of 4

B. Material Safety Data Sheets (MSDS) (continued)

(If alternatives to actual data sheets are used, provide a description of the system.)

Copies of MSDS's for all toxic and hazardous substances to which employees of this company may be exposed will be kept in the field and office.

MSDS's will be available to all employees in the field office for review. If MSDS's are not available or new chemicals in use do not have MSDS's, immediately contact John J. Murphy, Suffolk's Safety Director.

C. Employee Training and Information

The Office Manager is responsible for the employee training program. He/she will ensure that all elements specified below are carried out.

Prior to starting work each new employee of Suffolk Construction Company, Inc. will attend a health and safety orientation and will receive information and training on the following:

- An overview of the requirements contained in the OSHA Hazardous Communication Standard, 1910, 11200.
- Chemicals present in their workplace operations.
- Location and availability of our written hazard program.
- Physical and Health effects of the toxic or hazardous substances.
- Methods and observation techniques used to determine the presence or release of toxic and hazardous substances in the work area.
- How to use toxic and hazardous substances in the safest possible manner including safe work practices and personal protective equipment requirements.
- Steps the company has taken to lessen or prevent exposure to toxic and hazardous substances.
- How to read labels and review MSDS's to obtain appropriate hazard information.
- Location of MSDS file and location of toxic and hazardous substances list.

After attending the training class, each employee will sign a form to verify that they attended the training, received our written materials, and understood this company's policies on Hazardous Communication. (This is an optional item which we recommend for the employer to use to track the employee training.)

**ALL ABOARD FLORIDA – MIAMI TERMINAL
JOB #214162**

**RIDER S-2
HAZARDOUS COMMUNICATION PROGRAM
(for toxic & hazardous substance users)**

Page 3 of 4

Prior to a new chemical hazard being introduced into any job site of this company, each employee of that site will be given information as outlined above. The Office Manager is responsible for ensuring that MSDS on the new chemical(s) are available.

2. LIST OF HAZARDOUS CHEMICALS

The following is a list of all known toxic and hazardous substances used by employees of Suffolk Construction Company, Inc. Further information on each noted substance can be obtained by reviewing Material Safety Data Sheets located in the field office trailers;

TRADE NAME	TOXIC OR HAZARDOUS SUBSTANCES	MANUFACTURER
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3. HAZARDOUS NON-ROUTINE TASKS

Periodically, employees are required to perform hazardous non-routine tasks. Prior to starting work on such projects, each affected employee will be given information by his/her Foreman about hazardous chemicals to which they may be exposed during such activity.

This information will include:

- Specific hazards,
- Protective/safety measures the employee can take,
- Measures the company has taken to lessen the hazards including ventilation, respirators, presence of another employee and emergency procedures.

Examples of non-routine tasks performed by the employee of this company;

TASKS	TOXIC AND HAZARDOUS SUBSTANCES
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**ALL ABOARD FLORIDA – MIAMI TERMINAL
JOB #214162**

**RIDER S-2
HAZARDOUS COMMUNICATION PROGRAM
(for toxic & hazardous substance users)**

Page 4 of 4

4. INFORMING CONTRACTORS

It is the responsibility of Suffolk's Foreman, to provide contractors (with employees) the following information:

- Toxic and hazardous substances to which they may be exposed while on the job site.
- Precautions the employees may take to lessen the possibility of exposure by usage of appropriate protective measures.

Suffolk's Foreman, will be responsible for contacting each contractor before work is started in the company to gather and disseminate any information concerning chemical hazards that the contractor is bringing to our workplace. The following additional requirements pertain only to multi-employer workplaces.

5. MULTI-EMPLOYER WORKPLACES

It is the responsibility of Suffolk's Foreman to ensure that the following methods and information is provided and/or made available to the other employers.

1. Methods that the employer will use to provide the other employers with a copy of the MSDS's for the chemicals in use on the site.
2. Methods that the employer will use to inform the other employers of any precautionary measures that need to be taken to protect employees during normal working conditions and in foreseeable emergencies.
3. Methods that the employer will use to inform the other employers of the labeling system used at the workplace.
4. The location and availability of the written Hazardous Communication Program.



SUBCONTRACT AGREEMENT BETWEEN
SUFFOLK CONSTRUCTION COMPANY INC. AND
“ADF INTERNATIONAL INC.”
FOR THE PROJECT KNOWN AS
“2 MIAMI CENTRAL, JOB #216102”

SEPTEMBER 12, 2016

RE: 2 MIAMI CENTRAL
JOB #216102

Dear MR. KORKIDAKIS:

Below please find the Subcontract Agreement for the above-referenced project, which includes all attached attachments, exhibits, and all documents incorporated by reference therein (collectively, the “Subcontract”). If you agree to all terms and conditions contained in the Subcontract, please execute this page where indicated within five days by doing the following:

- Electronically sign your name by clicking on the yellow tab on this page, type your name and confirm your signature.
- As stated above, there is no need to print this document to sign your signature.

Furthermore, please provide the required insurance certificates, safety manuals, and submittals to our office within seven (7) days of your receipt for further processing. Upon confirming your signature, the Subcontract will be automatically returned to Suffolk Construction Company, Inc. for execution. You will be notified via electronic mail when the Subcontract has been fully executed and is available for viewing. You can save the fully executed, PDF version of the Subcontract via the DocuSign website link that you receive in the confirmation email.

Insurance certificates should state the project name and job number to which they pertain, name Suffolk Construction Company, Inc., DTS 2MC Offices, LLC, and any other required entities or people as additional insureds. Please return all certificates to:

Email: rdowning@suffolk.com

By signing below you are acknowledging that you accept and understand the nature, terms, conditions and scope of the Subcontract and agree that the Subcontract contains the entire agreement between the parties. All prior or contemporaneous agreements, written or oral, between the parties regarding the subject matter hereof are superseded by the Subcontract. The Subcontract may not be modified except by a written document signed by an authorized representative of each party.

ADF INTERNATIONAL, INC.

SUFFOLK CONSTRUCTION COMPANY, INC.

DocuSigned by:
Pierre Pasolini
31706C84CDE34D8...

DocuSigned by:
Mark DiNapoli
23ED7F2A4D60499...

DocuSigned by:
Juan Diaz, General Counsel-SE
88708C3DAE9E410...

<small>DS</small> JD	<small>DS</small> AP	<small>DS</small> ABR	<small>DS</small> JG
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**Amendment to the Subcontract between
Suffolk Construction and ADF International**

The Subcontract Agreement, by and between **Suffolk Construction Company, Inc.**, a Massachusetts corporation (“Contractor”) and **ADF International**, a Florida corporation (“Subcontractor”) governing the Work to be performed at the 2 Miami Central Project located in Miami, Miami-Dade County, Florida is hereby amended as follows:

Article 1. The Work

Revise the first sentence in the first paragraph by adding the words “*as it pertains to the Subcontractor’s Scope of Work*” after the words “and the Owner”.

Revise the second sentence first paragraph by adding the words “*as it pertains to the Subcontractor’s Scope of Work*” after the words “Contract Documents”.

Article 2. Time of Commencement and Substantial Completion . Revise the first sentence in the first paragraph by deleting the words “forty-eight (48)” and replacing with the words “*seventy-two (72)*” after the words “Subcontractor a”.

Revise by adding the following words after the first sentence “*The Contractor and Subcontractor acknowledge that the Contractor’s Construction Schedule was derived with the Subcontractors collaboration and that Contractor and Subcontractor will continue to collaborate for future schedule modifications that will be updated monthly.*”

Article 4: Payment

Revise the first paragraph, second sentence by deleting the sentence in its entirety and replacing with the following words: “*Receipt of progress and/or final payments by the Contractor from the Owner with respect to the Work shall be, in each instance, paid to the Subcontractor when received by the Owner*”.

The third sentence is deleted and replaced with the following: “*Contractor shall post either a Chapter 713 or Section 255 of the Florida Statutes Payment and Performance Bond and Subcontractor reserves all rights pursuant to either statute and bond to make claim against the surety should the Subcontractor not be paid for properly performed work including Retainage*”

Revise the first paragraph, third sentence by deleting the sentence in its entirety and replacing with the following sentence “*The Contractor’s sureties’ reserve and retain all rights and remedies of the Contractor in connection with non-payment issues arising from any acts or omissions of the Subcontractor.*”

Revise to add the following language to the end of the second sentence in the first paragraph: “*Unless otherwise specifically provided herein, after the Work is fifty (50%) complete on a percentage of completion basis, then such retainage shall be reduced to 2.5% of the total Subcontract Sum until Final Payment. The reduction of retainage is contingent upon (i) the Owner and Lender’s written approval and (ii) the Subcontractor’s Work being in conformity with the Contract Documents and the Project Schedule. Notwithstanding, in the event the Subcontractor defaults in regards to any obligations under the Subcontract, the Contractor reserves and retains the right to increase the Subcontractor’s retainage to 10% until Substantial Completion.*”



Revise the fifth sentence to add the word “conditional” following the word “including” and prior to the word “releases”.

Revise to add the follow sentence after the fifth sentence: “The Subcontractor shall be required to provide Contractor with unconditional lien and release waivers from all of Subcontractor’s subcontractors and suppliers from the previous payment application as a condition precedent to payment.”

Revise to add the following language to the end of the sixth sentence in the third paragraph: “*which shall not be unreasonably withheld*”.

Revise to add the following language to the end of paragraph three: “*Prior to making a deduction, Contractor shall furnish a detailed written statement of the reasons for such withholding any Retainage for any incomplete Work or unsettled claims as provided in the Contract Documents for Subcontractor to timely address*”.

Article 5: Time: Revise to add the following section to Article 5:

“*Section 5.1. The Subcontractor shall not be responsible for any loss, damage, or delay not caused and/or contributed to in whole or in part by the Subcontractor or any party directly or indirectly under control of the Subcontractor.*”

Article 6: Extensions

Revise to add the following language to the end of the first paragraph “*Although Subcontractor and Contractor agree that Subcontractor is not entitled to delay damages against Contractor, its sureties’ or the Owner, Contractor agrees to submit Subcontractor’s claim for verifiable direct costs to the Owner, to the extent allowed by the Contract Documents, for consideration should the Subcontractor’s contract duration, be extended through no fault of the Subcontractor or any party directly or indirectly under the control of the Subcontractor. Contractor’s submission of Subcontractor’s verified direct costs claim to the Owner does not bestow any rights or entitlement as to delay damages and/or verified direct costs against the Contractor, its sureties’ or the Owner nor does it impose an obligation, contractual or otherwise, on the part of the Contractor and it’s Sureties’ to pursue a delay claim or a claim for direct verified costs claim on behalf of the Subcontractor against the Owner. Contractor agrees to assist Subcontractor in facilitating the presentation of Subcontractor’s claim for verifiable direct costs to the Owner.*”

Article 7: Bonds. Revise by deleting Article 7 in its entirety.

Article 8 Subcontract Terms and Conditions

Section 8.2. Performance of Work

Revise the second sentence in the first paragraph by adding the words “*within the time period set forth in this Subcontract*” after the word “notification”.

Revise the second sentence in the first paragraph by adding the words “*and opportunity to cure*” after the words “the Contractor” in the sixth line.



Revise the fifth sentence in the second paragraph to add the words *“or such additional time as may be reasonably required in the event the repairs require additional time to complete and Subcontractor has commenced such repairs within the time specified herein”*

Section 8.3. Dependence of the Work. Revise the first sentence by adding the words *“as a licensed subcontractor, but not as design professional, unless a design component is otherwise required by the terms of the Subcontract”* after the words “the Subcontractor discovers” and delete the word “determines”.

At the end of the paragraph add the following words *“Subcontractor shall not be responsible for errors caused by other subcontractors work, unless Subcontractor has been notified of such error prior to performing its Work under the Subcontract or should have reasonably discovered the error and failed to inform Contractor in writing of the error prior to proceeding with the Work”*.

Section 8.4. Statutory and Regulatory Compliance

Revise the first sentence in the first paragraph by adding the words *“that Subcontractor discovers or should have reasonably discovered as a licensed experienced Subcontractor performing the type of Work detailed in Exhibit B to the Subcontract”* after the words “any variance”.

Revise to add the following language to the end of the first sentence in first paragraph *“Unless otherwise required by the terms of the Subcontract, the Subcontractor is not a design professional and is not responsible for errors in the plans and specifications prepared by the Architect or the engineering consultants”*

Add the following at the end of the last paragraph *“This Subcontract is subject to a Direct Purchase Order between the Owner and ADF Group, Inc. for the purchase of the Structural Steel necessary for the Work of the Subcontractor and no taxes shall be paid by Subcontractor for such materials that are purchased directly by the Owner.”*

Section 8.6.1 Revise to delete the word “Agreement” and replace with the word *“Subcontract”*.

Section 8.6.2 Revise the first sentence in the first paragraph to delete the words “twenty-four (24)” and replace with *“seventy-two (72)”* after the words “may after”.

Section 8.6.4: Revise the first sentence to add the following language *“including the value of materials in production, in shipment, and/or at the jobsite on the date of termination,”* after the words “prior to termination”.

Revise the first sentence to add following words “plus overhead and profit on the work performed” after the words “cost of the work”.

Section 8.7.2 Revise to add the following language to the end of the paragraph: *“ Notwithstanding the foregoing, the Subcontractor may subcontract any portion of the Work to be performed by Subcontractor to others”*.

Section 8.8 Indemnification Revise the third sentence to delete the word “Agreement” and replace with the word *“Subcontract”*.



Section 8.9.4 Revise the first sentence to delete the word “Agreement” and replace with the word “*Subcontract*”.

Section 8.9.5 Revise the fourth sentence to delete the word “Agreement” and replace with the word “*Subcontract*”.

Section 8.11 Construction Liens. Revise by adding the following language after the second sentence in the fifth line “*Subcontractor shall not be required to cause such lien or bond claim to be discharged if the lien or bond claim is the result of the Contractor withholding payment from Subcontractor contrary to the terms of the Subcontract for properly performed Work.*”

Section 8.12 Claims.

Revise the first paragraph by adding “*a change order, construction change directive or written directive*” in the first sentence after the words “*written order*”.

Revise the first paragraph by adding the following words after the first sentence “*The Subcontractor retains, reserves and does not waive its rights for additional compensation in the event the Subcontractor receives any of the foregoing written directives from the Contractor.*”

Revise the fifth sentence in the first paragraph by deleting the words “and/or arbitration” after the words “any legal”.

Revise by deleting the sixth sentence in the first paragraph in its entirety.

Section 8.14 Changes. Revise the first sentence in the second paragraph by deleting the words “two” and replacing with the word “*four*” after the words “the aggregate of”

Revise the first sentence in the second paragraph by adding “*after notice and opportunity to cure as set forth in the Subcontract*”.

Section 8.16 Disputes

Revise to delete the third and fourth sentences in paragraph one in their entirety.

Revise the fifth sentence in the first paragraph by deleting the words “(single or aggregate) which exceed \$50,000”

Revise to add the following language after the fifth sentence in the first paragraph; “*Venue for all disputes shall be in the County in which the Project is located*”.

Revise by deleting the sixth sentence “The Subcontractor agrees to be bound by the results of any proceedings in the same manner that the Contractor is bound by such results under the Contract Documents”.

Revise to delete the last sentence in the first paragraph in its entirety

Revise the first sentence in the fourth paragraph to delete the word “such” and replace with the word “any”.



Section 8.17.2 Safety. Revise to add the following language to the end of the last sentence “*when such clause is applicable to the sub-subcontractors work.*”

8.17.5 Right of Offset:

Revise to delete the words “at the election of the Contractor” and replacing it with the words “*after five (5) day written notice and opportunity to cure in accordance with the terms of the Subcontract*”.

Revise the first sentence in the fourth line by deleting the words “(including any subsidiary or affiliate of Contractor, any entity which is at least fifty percent owned or controlled by the owner of Contractor, or any joint venture in which Contractor or any of the foregoing is a venture)”.

SUBCONTRACTOR AGREES THAT THE TERMS AND CONDITIONS SET FORTH IN THIS AMENDMENT ARE SPECIFIC TO THE ABOVE-REFERENCED PROJECT AND SHALL NOT BE CONSTRUED AS A COURSE OF DEALING BETWEEN CONTRACTOR AND SUBCONTRACTOR.

Except as specifically modified hereby, the terms and provisions of the Subcontract Agreement by and between Contractor and Subcontractor shall remain in full force and effect. To the extent this Amendment conflicts with any terms of the Subcontract, this Amendment shall control and take priority.

Dated: September 12, 2016

ACCEPTED AND AGREED:

ADF International, Inc.

Suffolk Construction Company, Inc.

DocuSigned by:
Pierre Paschini
31706C84CDE34D9..

DocuSigned by:
Mark DiNapoli **Juan Diaz, General Counsel-SE**
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DS JD DS AP DS ABR DS JG



**SUFFOLK CONSTRUCTION COMPANY, INC.
SUBCONTRACT**

THIS AGREEMENT, made as of the 12TH day of SEPTEMBER, 2016, by and between ADF INTERNATIONAL INC., of 1401 NORTH UNIVERSITY DRIVE, SUITE 503, CORAL SPRINGS, FL 33071, ("Subcontractor") and Suffolk Construction Company, Inc., of One Harvard Circle, Suite 100, West Palm Beach, FL 33409 (the "Contractor").

WHEREAS, the Contractor has undertaken the construction of 2 MIAMI CENTRAL (JOB #216102), 650 NORTHWEST 1ST AVENUE, MIAMI, FL 33030, (the "Project") in accordance with the provisions of a construction contract (the "General Contract") between the Contractor and DTS 2MC OFFICES, LLC, of 2855 LEJEUNE ROAD, 4TH FLOOR, CORAL GABLES, FL 33134, (the "Owner").

NOW, THEREFORE, in consideration of the agreements contained in this Subcontract, the Subcontractor and Contractor mutually agree as follows:

DEFINITIONS

The following words and phrases shall have the meanings set forth opposite them:

"Bonds are Required" when the box next to "Yes" is marked: Yes No

"Completion Date" shall mean the date for Substantial Completion of Subcontractor's Work AUGUST 18, 2017

"State" shall mean the state in which the Project is located.

"Subcontract Sum" shall mean SEVEN MILLION EIGHT HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED FIVE DOLLARS AND ZERO CENTS (\$7,883,405.00).

"Work" shall mean the work described in Article 1 and in Exhibit B for STRUCTURAL STEEL AND MISCELLANEOUS METALS.

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- Article 9: Final Agreement
- Exhibit "A" List of Contract Documents (may be omitted)
- Exhibit "B" The Work
- Exhibit "M" Form Payment and Performance Bonds [if Bonds are required]

ARTICLE 1. THE WORK.

The Subcontractor agrees to furnish, provide and install all labor, supervision, materials, equipment, plant, supplies, tools, scaffolding, hoisting, transportation, layout (including engineering where necessary), unloading and handling, work and other services, and everything else required to perform and complete the Work required by the General Contract between the Contractor and the Owner as specified in the applicable sections of the specifications, together with all other related plans and Contract Documents (as defined in this Subcontract). All of the foregoing is to be furnished and performed in accordance with the General Contract and the Contract Documents referred to in the General Contract, including the drawings, plans and specifications and addenda thereto prepared by the architect (the "Architect"), the General Conditions of the Contract for Construction and (if any) the Supplementary General Conditions and Special General Conditions and any Exhibits thereto, all of which are collectively referred to as the "Contract Documents". Terms used in this Subcontract which are defined in the Contract Documents shall have the same meanings as designated in the Contract Documents. The Subcontractor agrees to be bound to the Contractor with respect to the Work by all the terms of the Contract Documents, and further agrees to assume to the Contractor with respect to the Work, all obligations and responsibilities which the Contractor has assumed to the Owner with respect to the Work except to the extent that provisions in the Contract Documents are by their terms or by law applicable only to Contractor. The Subcontractor shall require that all of its lower tier subcontractors and suppliers be bound unto Subcontractor in the same manner as Subcontractor is bound unto Contractor.

In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

- First Priority: This Subcontract
- Second Priority: Exhibit "B" – The Work
- Third Priority: All other Exhibits to this Subcontract
- Fourth Priority: Change Order with later date having greater priority
- Fifth Priority: Owner/Contractor Agreement (with Exhibits)
- Sixth Priority: Drawings
- Seventh Priority: Specifications
- Eighth Priority: Supplementary General Conditions (If any)
- Ninth Priority: General Conditions

ARTICLE 2: TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION.

Contractor shall give the Subcontractor a forty-eight (48) hour notice to proceed upon which Subcontractor shall man the project in accordance with Contractor's construction schedule (as it may be reasonably amended from time to time). Subject to authorized adjustments, the Work shall be substantially completed not later than the Completion Date.

ARTICLE 3: SUBCONTRACT SUM.

The Contractor agrees to pay the Subcontractor as full payment for all work, labor, materials, taxes, fees and all other matters to be performed or furnished by the Subcontractor under this Subcontract, the total price and sum of the Subcontract.

ARTICLE 4: PAYMENT.

Within ten (10) days after Contractor's receipt of good funds from Owner and provided Subcontractor's rate of progress and general performance are satisfactory, Contractor shall pay to Subcontractor ninety percent (90%) of the value of the Work properly performed during the previous month. Receipt of progress and/or final payments by the Contractor from the Owner with respect to the Work shall be, in each instance, a condition precedent to the Subcontractor's rights to receive payment from Contractor. Subcontractor agrees that in the event Contractor is required to post a Payment Bond pursuant to Chapter 713 or §255.05 of the Florida Statutes, that payment to Subcontractor and/or to any subtrade of any of the Subcontractor shall be expressly contingent upon the prior payment by the Owner, and waives all claims against the Contractor's Bond to the extent that payment has not been received by Contractor from Owner. The Subcontractor's applications for partial payments and final payment ("Requisitions") are to be submitted to the Contractor in the form set forth in one of the exhibits incorporated through Exhibit "A" and/or in the manner required by the Contractor, and shall specifically itemize all sales tax included in such application, where applicable. Each Requisition must be supported by such data substantiating the Subcontractor's right to payment as the Contractor, Owner, Owner's Lender and/or Architect may require, including releases of lien from all sub-subcontractors, laborers and material men of the Subcontractor, confirming that they have been paid through the date of the requisition for which payment is being made to the Subcontractor. The Contractor also reserves the right at its sole discretion to issue a joint check to the Subcontractor and any supplier or debtor of Subcontractor or to make direct payments to any supplier or debtor of Subcontractor, provided that upon issuance of the check, Subcontractor and said supplier or debtor shall issue a Release of Lien and Bond rights.

As a condition precedent to final payment, Contractor shall require the Subcontractor to provide evidence (including releases) that all payroll, materials, equipment, sub-subcontractors and suppliers have been paid in full for work on the Project.

Prior to submission of the first Requisition, the Subcontractor will deliver to the Contractor, for review and approval, a detailed breakdown of the Subcontract Amount showing a Schedule of Values for the various parts of the Work. Once accepted, this Schedule of Values will be used as a basis for payment of the Subcontractor's monthly Requisition. If the Owner agrees to pay for stored materials, Subcontractor may include stored materials in its Requisition subject to the Owner's and Lender's approval and requirements, and providing adequate insurance coverage and transferring title to those materials free and clear of all liens. Requisitions shall be submitted monthly on or before the 25th day of the month or on a schedule to be furnished to the Subcontractor by the Contractor. Failure to submit any such Requisition on a timely basis may result in the postponement of payment under such Requisition until payment on the next Requisition is due. The Subcontractor shall only be entitled to payment in the amount approved by the Contractor and the Architect or Owner with respect to said Requisitions. The value of any materials, equipment and Work included in a Requisition for payment which is found unacceptable by the Contractor or the Architect may be deducted from that or any subsequent Requisition.

Retainage held on the Subcontractor shall be reduced at Substantial Completion as and when Owner releases retainage to Contractor. Retainage shall be paid to Subcontractor less such amounts as the Architect or Contractor shall determine for all incomplete Work and unsettled claims as provided for in the Contract Documents. Retainage shall be paid upon Contractor's receipt of such retainage from the Owner, with receipt of such retainage from Owner being a condition precedent to Contractor's obligation to pay retainage.

In addition to the foregoing requirements, final payment, constituting the entire unpaid balance of the Subcontract Amount, shall be due only when the Subcontractor shall execute and deliver to the Contractor a final release and lien waiver, in a form satisfactory to the Contractor, of all claims of the Subcontractor against the Owner and Contractor, an affidavit listing all sub-subcontractors, material men, and union benefits payments (where applicable) and certifying that there are no liens, claims or demands by sub-subcontractors, materialmen, laborers, other employees or third persons, and a certificate from the appropriate state and local taxing authority evidencing payment of all applicable taxes and provide all as-built drawings, maintenance manuals and warranties necessary or required in connection with the Work. The Subcontractor's acceptance of final payment shall constitute full and final settlement of all obligations of the Owner and Contractor to the

Subcontractor with respect to this Subcontract, except those claims which Subcontractor has specifically reserved in writing, with amounts of each such claim specified. Failure to specify the amount of any claim so reserved shall constitute a waiver of such claim.

ARTICLE 5: TIME.

The Subcontractor agrees to perform the Work diligently and to provide a sufficient number of properly skilled and supervised workmen in accordance with the directions of the Contractor and in compliance with the project schedules of the Contractor. It is specifically understood that time is of the essence for the performance of the Subcontractor's obligations under this Subcontract. If at any time Subcontractor's actual progress is inadequate to meet the requirements of this Subcontract, Contractor may notify Subcontractor who shall then take such steps as may be necessary to improve its progress. If within a reasonable period as determined by the Contractor, Subcontractor does not improve its performance to meet the currently approved progress schedule, Contractor may require an increase in Subcontractor's labor force, number of shifts, overtime operations, weekend work, all without additional cost to the Contractor. Neither such notice, nor Contractor's failure to issue such notice shall relieve Subcontractor of its obligation to achieve the quality of Work and the rate of progress required by this Subcontract. Project float provided for in the project schedule is for the exclusive use of the Contractor and Contractor may backcharge to the Subcontractor damages suffered by the Contractor caused by a delay of the Subcontractor in the performance of this Subcontract.

ARTICLE 6: EXTENSIONS.

The Subcontractor agrees that it shall have no claim for money damages or additional compensation for delay no matter how caused, but for any delay or increase in the time required for performance of this Subcontract not due to the fault of the Subcontractor, the Subcontractor shall be entitled only to an extension of time for performance of its Work. Written notice of all claims for any extension of time shall be submitted to Contractor within ten (10) days of the date when Subcontractor knows (or should know) of the event which causes such delay, or such claim shall be considered waived by Subcontractor.

The Subcontractor shall be entitled to an extension of time for performing and completing the Subcontract Work upon the same terms and conditions that an extension of time is allowable under the Contract Documents.

ARTICLE 7: BONDS.

If Bonds are Required (as determined from the first page of this Subcontract), the Subcontractor shall, prior to commencing work under the Subcontract, execute and deliver to the Contractor performance and payment bonds each in the penal sum equal to the Subcontract Amount and in the form attached hereto as Exhibit "M" and with sureties acceptable to the Contractor. The Subcontractor's failure to furnish any required bonds within ten (10) days of the execution of this Subcontract shall be grounds for termination of this Subcontract, at the sole discretion of Contractor.

ARTICLE 8: SUBCONTRACT TERMS AND CONDITIONS.

8.1 Scope of Work. The intent of the Contract Documents is to include all items necessary for the proper execution of the Work. The Contract Documents are complementary, and what is required by one shall be binding as if required by all. Items omitted from the Contract Documents shall be included within the scope of the Work if they are required by applicable law, regulation, or code, if they are reasonably inferable from the intent of the Contract Documents, or if they are necessary to produce the intended results.

8.2 Performance of Work. The Subcontractor agrees to perform, obtain, furnish and provide at its expense all work, labor, materials, tools and equipment necessary to complete the Work in a good and workmanlike manner, in accordance with the Contract Documents to the full satisfaction of the Architect, Contractor and Owner and in compliance with the directions and job schedule of the Contractor and in proper cooperation with the Contractor and other subcontractors so as not to delay or otherwise interfere with or obstruct their work. The Subcontractor agrees to cleanup after the Subcontractor's Work, failure to do so expeditiously, after notification by the Contractor, said cleanup may be completed by Contractor, and charged to the Subcontract account by reducing the outstanding Subcontract balance an/or retainage.

The Subcontractor agrees to proceed at once to prepare all required shop drawings, samples, certificates and similar information which will meet with the approval of the Contractor and Architect, and to furnish said required submissions within two (2) weeks of the execution of this Subcontract or such other reasonable period of time as is specified in writing

by the Contractor. By submitting shop drawings and samples, the Subcontractor represents that the Subcontractor has determined and coordinated all field and shop measurements, field construction criteria, catalog numbers and similar data and that the Subcontractor has checked and coordinated each shop drawing and sample with the requirements of the Work and Contract Documents. The Subcontractor shall give the Contractor notice of, and opportunity to be present at, all inspections and testing with reference to the Work. The Subcontractor agrees that the Architect shall have the authority to reject Work which does not conform to the Contract Documents. The Subcontractor shall, within twenty-four (24) hours or such reasonable time as the Contractor allows, at its own cost and expense, repair or replace all Work or materials rejected by the Architect, Contractor, or Owner as defective or failing to conform to the Contract Documents, whether such defect is observed before or after Final Completion of the Work and whether or not fabricated, installed or completed.

8.3 Dependence of Work. If the Subcontractor determines that any previous work required to be performed under the Contract Documents, or any portion of work on which the Subcontractor's Work is dependent is not in accordance with the Contract Documents, the Subcontractor shall, prior to commencing that portion of the Work, promptly notify the Contractor in writing. Commencement of work in a particular area will be acknowledged as acceptance of the surfaces and conditions within that particular area and any further preparation or cleaning of the area after acceptance will be the Subcontractor's responsibility.

8.4 Statutory and Regulatory Compliance. The Subcontractor shall promptly notify the Contractor and Architect in writing of any variance between the Contract Documents and applicable laws, statutes, ordinances, regulations and building codes of the locality in which the Work is done, as well as any conflict among the Contract Documents which the Subcontractor discovers or should have discovered (based on the experience of experienced subcontractors performing the type of work described in Exhibit B) or by reasonable study of said Contract Documents. If the Subcontractor proceeds without instructions from the Contractor, the Subcontractor shall do so at its own risk. Any instruction to the Subcontractor shall be given in writing, and any claims of the Subcontractor derived from such instructions shall be governed by Paragraph 8.12.

If the Subcontractor performs any Work knowing it to be contrary to any applicable law, ordinance, rule, regulation or building code, the Subcontractor shall assume full responsibility for and shall bear all costs attributable to that Work. The Subcontractor shall defend, indemnify and hold harmless the Contractor and Owner for any loss or damage resulting from such violation.

The Subcontractor shall, at its own cost and expense, apply for and obtain all necessary licenses and permits and shall pay all fees and inspections necessary for the proper execution and completion of its Work. The Subcontractor shall pay all sales, consumer, use and all other applicable taxes for the Work or portions of the Work, and shall provide reasonable evidence of such payment.

8.5 Equal Opportunity Compliance/Non-Discrimination. During the performance of this Subcontract, the Subcontractor agrees as follows:

8.5.1 The Subcontractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, ancestry, age, religion or liability for services in the armed forces of the United States. The Subcontractor will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the Contractor setting forth the requirements of the Equal Opportunity Clause.

8.5.2 The Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, sexual preference, national origin, ancestry, age, or liability for services in the armed forces of the United States.

8.6 Contractor's Rights and Remedies.

8.6.1 The Contractor shall have the right, without invalidating this Agreement, to make changes in the Work to be performed under this Subcontract. Such changes may consist of (i) changes in the scope of the Work as such is defined in the Contract Documents; (ii) changes in the Work (including deletions of portions of the Work) ordered by the Contractor;

or (iii) changes in the Work which occur as a result of the Subcontractor's default in the performance of its obligations under this Subcontract. Adjustment of the Subcontract Amount for the changes described in (i) and (ii) above shall be determined according to the manner set forth in the Contract Documents for reimbursement of Change Orders; adjustment of the Subcontract Amount for the changes described in (iii) shall be determined in the manner set forth in Paragraph 8.6.2.

8.6.2 If the Subcontractor at any time defaults in any of its obligations under this Subcontract, neglects to carry out the Work in accordance with the Contract Documents, fails to supply a sufficient number of properly skilled workmen or materials of the proper quality or quantity, fails in any respect to prosecute the Work promptly or diligently, or fails to maintain the Contractor's job schedules the Contractor may, after twenty-four (24) hours' written notice to the Subcontractor (unless Subcontractor cures such default within said period or, if more time is required to complete the cure, commences such cure within said period and diligently and promptly completes such cure) and without prejudice to any other remedy he may have (i) provide any such labor and materials and deduct the cost thereof from any money due or thereafter becoming due to the Subcontractor or (ii) terminate the employment of the Subcontractor and enter upon the Project and take possession of all materials and equipment whatsoever thereon, including, without limitation, all materials stored on or off site, and employ any other person or persons to finish the Work and provide materials therefore. If the Contractor undertakes to correct such deficiencies provided in (i) of this Paragraph or to terminate this Subcontract as provided in (ii) of this Paragraph, the Subcontractor shall not be entitled to receive any further payments under this Subcontract until all work at the Project is completed.

In the event the Contractor undertakes to correct the Subcontractor's deficiencies pursuant to (i) above and not terminate this Subcontract, appropriate Change Order(s), under Paragraph 8.13, shall be issued, deducting from the payment then or thereafter due (a) all of the Contractor's direct and indirect costs of correcting such deficiencies or completing the Work and (b) the cost to the Contractor of any delay made necessary by the Subcontractor's default, neglect, failure or termination; whereupon the Subcontract Amount shall be appropriately reduced by any of the above costs. If the cost of such remedial action shall exceed the unpaid balance of the Subcontract Amount, the Subcontractor shall promptly pay such difference to the Contractor. If the cost of completing the Work of this Subcontract exceeds the unpaid balance of the Subcontract Amount, the Subcontractor shall promptly pay such difference to the Contractor.

8.6.3 Additionally, the Contractor shall have the right to terminate this Subcontract pursuant to the provisions of Paragraph 8.6.2 if the Subcontractor (i) shall file for bankruptcy protection or generally become involved in financial difficulties so that it is unable to pay its debts generally as they become due or (ii) shall suffer adverse changes in its financial position which substantially impede the Subcontractor's performance under this Subcontract

8.6.4 In the event of a termination of the Work not caused by a default of the Subcontractor, including those caused by the failure or refusal of the Owner to approve the Subcontract or the failure of the Owner and Contractor to enter into a General Contract, the Subcontractor shall be compensated for the cost of the work completed prior to termination and to the amount for which the Contractor is first compensated by the Owner, but shall not be entitled to any overhead or profit on that portion of the Work which is not performed. Receipt of payment from Owner for such termination shall be a condition precedent to Subcontractor's right to receive payment hereunder. Any claims of the Subcontractor arising out of the Subcontractor's termination pursuant to this paragraph shall be governed by Paragraph 8.12.

8.7 Assignment.

8.7.1 Assignment by Contractor. The Contractor may assign its rights and obligations under this Subcontract to the Owner and/or Owner's lenders. The Contractor shall remain primarily liable under this Subcontract for the performance of all the Contractor's obligations set forth in this Subcontract until the time such assignment becomes effective, whereupon the Contractor shall be relieved of any and all of its obligations under this Subcontract, the Subcontractor agreeing to accept such assignee and the substitution of the Contractor, and shall look solely to the assignee for payment. It is agreed that in the event of such assignment the Subcontractor shall remain bound by the terms of this Subcontract.

In the event of a termination of the General Contract between the Owner and the Contractor for any reason, this Subcontract may, at the sole option of the Owner or its lender providing construction financing, be assigned to the Owner or any lender providing construction financing or assigned to another contractor, and the Subcontractor shall continue to work as though this Subcontract was with the assignee. Said assignment shall become effective only upon written notice by the Owner or such lender that the Owner or such other contractor is assuming this Subcontract. The Subcontractor shall execute any instruments necessary to confirm such assignment. By executing this Subcontract, the Subcontractor confirms and assents to the aforementioned rights of assignment and assumption.

8.7.2 Assignment by the Subcontractor. The Subcontractor acknowledges and agrees that neither this Subcontract nor the Work, nor any part of the Work, nor the Subcontractor's right to receive payment under this Subcontract shall be assigned nor sublet without the prior written consent of the Contractor, and any attempt to do so shall constitute an abandonment by the Subcontractor of this Subcontract and an additional cause for termination pursuant to Paragraph 8.6. Any such assignment shall be void, and the assignee shall acquire no rights in this Subcontract or to any payment due under this Subcontract. No sub-subcontract or assignment by the Subcontractor shall under any circumstances operate to relieve the Subcontractor of its obligations under this Subcontract.

8.8 Indemnification. To the fullest extent permitted by law, the Subcontractor hereby releases and shall defend, indemnify and hold harmless the Contractor, Owner, Architect and their respective agents, officers, employees and partners (hereinafter collectively "Indemnitees") from and against all claims, damages, losses, expenses (including, but not limited to reasonable attorneys' fees), liabilities, interest, judgments, whether arising before or after completion of the Work hereunder, which (i) are attributable to injury, sickness, disease, or death or to injury or to destruction or damage to property (other than the Work itself), including loss of use there from and (ii) are caused, or claimed to be caused, in whole or in part by any default or negligent act or omission of the Subcontractor, its sub-subcontractor(s) or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified under this Subcontract; and (iii) are caused, or claimed to be caused, by breach of Subcontractor of any representation, warranty, covenant, or performance obligation of this Subcontract. Such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Contractor or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Subcontractor or any of the Subcontractor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. The parties mutually acknowledge that the amount of indemnity provided for herein is equal to the limits of aggregate insurance provided by Subcontractor under this Agreement or \$1 Million, whichever is greater, and that the requirements of §725.06, Fla. Stat. as modified by Chapter No. 2001-211 (SB-428) have been fulfilled and apply to this section. The aforesaid indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor Workmen's Compensation, Disability Benefit Acts or other employee benefit acts. Subcontractor specifically waives any immunity provided against this indemnity by worker's compensation statute. The Subcontractor shall provide in the policy of comprehensive general liability insurance required by this Subcontract a contractual indemnity endorsement which insures Subcontractor's liability under the provisions of this Paragraph.

8.9 Insurance.

8.9.1 The Subcontractor shall purchase and maintain such insurance as will protect itself from claims set forth below, which may arise out of, or result from its operations under this Subcontract, whether such operations be by itself, or by any sub-subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including coverage for the following:

- 1) Claims under Worker's or Workmen's Compensation Disability Benefits, and other Employee Benefit Acts required by the state in which the project is located, whether or not Subcontractor utilizes leased employees, or labor services for its Work;
- 2) Claims for damages because of Bodily Injury, occupational sickness or disease, or death of its employees or other persons;
- 3) Claims for damages, other than to the Work itself, because of injury to, or destruction of tangible property, including loss of use resulting there from;
- 4) Claims for damages because of Bodily Injury, or death of any person, or property damage, arising out of the ownership, maintenance, or use of any motor vehicle; and
- 5) "COMPLETED OPERATIONS" Coverage which shall remain in effect for a minimum of one (1) year after acceptance of the Contractor's completed work by the Owner, or throughout the warranty period (under the Contract Documents and applicable state statutes), whichever is longer. (A Specific Endorsement may be required to all Subcontractor's Liability Insurance Policies, showing this extension of coverage).

6) Claims which may arise out of or result from explosion, collapse or underground (XCU) operations.

8.9.2 The Limits of Liability Shall Not be Less Than The Following:

GENERAL LIABILITY

Bodily Injury & Property Damage	\$1,000,000.00 per occurrence
General Aggregate	\$1,000,000.00 per project
Products & Completed Operations	\$1,000,000.00 annual aggregate
Automobile Liability	\$1,000,000.00 Combined single limit
Employers Liability/ Worker's Compensation	\$ 500,000.00 each accident or statutory limits \$ 500,000.00 disease per employee or statutory limits \$ 500,000.00 disease policy aggregate or statutory limits
Umbrella Liability	\$3,000,000.00 per occurrence \$3,000,000.00 per project aggregate

8.9.4 The insurance required by Subparagraph 8.9.1 above shall include Contractual Liability Insurance Coverage, applicable to the Subcontractor's obligations under paragraph 8.8 of this Agreement. Such insurance shall include a Waiver of Subrogation in favor of Contractor, Owner, their subsidiaries and affiliates. In the event an endorsement is required in order to obtain such Waiver of Subrogation, Subcontractor shall cause the policies to be so endorsed.

8.9.5 Certificates of Insurance acceptable to the Contractor and/or the Owner, shall be filed with the Contractor prior to commencement of the Work. These Certificates of Insurance shall contain a provision that coverage afforded under the applicable policies will not be canceled, altered, or amended, or not renewed, unless at least thirty (30) days prior written notice has been given the Contractor. This thirty (30) day notice requirement must also appear, by Endorsement, on all Subcontractor's policies. The Subcontractor, if requested, shall provide to Contractor copies of its complete insurance policies, certified if requested, which evidence coverages required by this Agreement. Insurance coverages must be provided in a format acceptable to Contractor by insurance companies licensed to do business in the State, and acceptable to the Contractor and/or the Owner.

8.9.6 The Subcontractor shall name the "Contractor, the Owner and/or any other interested parties as designated by the Owner", as Additional Insureds on a primary, non-contributing basis on all Liability Policies of the Subcontractor, throughout the duration of the Project on ISO form CG 2010 (11/85 ed.), or its equivalent, and shall continue to so name those entities on those policies upon their renewal for the additional two (2) years after acceptance of the Contractor's completed work by the Owner. Subcontractor shall provide reasonable evidence of completed operation coverage if required by Contractor as a condition precedent to final payment. The Liability Policies will provide defense and indemnity to the Additional Insureds for any and all claims arising out of the Subcontractor's work. The insurer's defense and indemnity obligations shall not be limited to claims in connection with the Contractor's supervision of the Subcontractor's work.

The Subcontractor agrees to notify the Contractor of any substantial claims (paid or reserved) applied against the aggregate of any of the required insurance policies. The full aggregate general liability policy limits required above shall be available with respect to the Subcontractor's obligations hereunder, and the Subcontractor shall obtain a project specific aggregate limit endorsement confirming such coverage.

8.9.7 Property Insurance Coverage may be provided by the Owner, and may be limited to coverage for the Owner, Mortgagee and Contractor only, and limited to the perils of Fire, Lightning, Explosion (excluding Steam Boilers), Wind, Hail, Riot or Civil Commotion. Each Subcontractor may be responsible for any deductible amount assessed on any covered property loss, if insured.

8.9.8 The Subcontractor, and/or sub-subcontractors and/or suppliers who supply materials for the work, shall be solely responsible for, and pay for the protection of and insuring the materials at all times, including while stored off premises and while the materials are in transit to the job site, until incorporated into the Work and transferred to and accepted by the

Owner. If materials and equipment are to be paid for prior to incorporation into the Work and transfer to the Owner, the Subcontractor shall purchase and maintain insurance coverages on the property, in a format protecting the property, regardless of its location, for the "All Risk or Risks of Physical Loss" type perils, which are to include Weather damage, Theft, Vandalism, and Malicious Mischief. Such insurance shall include a Waiver of Subrogation in favor of Contractor, Owner, their subsidiaries and affiliates. In the event an endorsement is required in order to obtain such Waiver of Subrogation, Subcontractor shall cause the policies to be so endorsed. Any Deductible Clause chosen shall be the sole responsibility of the Subcontractor, and shall be subject to the written approval of the Contractor and/or the Owner. This insurance shall be in a format acceptable to the Contractor and/or the Owner, and shall insure for the "Replacement Cost" of the materials with no Co-Insurance applicable. The Contractor and/or the Owner, As Their Interest May Appear, shall be the "Loss Payee" on any such policy, if so requested. Evidence of coverage, acceptable to the Contractor and/or the Owner, shall be provided by the Subcontractor prior to payment being made by the Contractor and/or the Owner for the materials.

8.9.9 At all times, and under all conditions, the Subcontractor is solely responsible for any and all of its equipment, tools, materials, and the like, which are not intended to be incorporated into the work, whether owned, leased, rented, borrowed, or otherwise.

8.9.10 In the event the Subcontractor fails to obtain and maintain the required insurance coverage, or to provide the policies and/or the certificates of such insurance, then Contractor, in addition to, and without limiting any other rights or remedies Contractor may have under this Subcontract or otherwise at law or in equity, may, but shall not be obligated to, take any and all actions Contractor reasonably deems necessary to obtain the necessary coverages on Subcontractor's behalf and backcharge all cost incurred to Subcontractor. This paragraph shall survive completion of the Work.

8.10 Warranty. The Subcontractor warrants to the Contractor, Architect and Owner that all materials and equipment furnished under this Subcontract shall be new unless otherwise specified in the Contract Documents, applicable state statutes, and that all of the Work shall be of good quality, free from fault and other defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved, may be considered defective. The Subcontractor shall execute a written guaranty and warranty applicable to all phases of the Work in accordance with this Subcontract and all other applicable provisions of the Contract Documents pertaining to warranties and guarantees.

Warranties shall commence as of the date of the Final Completion of all work at the Project and shall continue for a period of no less than one year unless a longer period is otherwise provided in the Contract Documents or unless the manufacturer provides a longer warranty. All guarantees shall be enforceable directly by the Owner if the Owner so elects. The Subcontractor warrants and guarantees that title to all work, materials and equipment covered by a Requisition shall vest with the Contractor on or before the receipt of payment by the Subcontractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens"); and that no work, materials or equipment covered by a Requisition shall have been acquired by the Subcontractor or any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or lien thereon is retained by the seller or otherwise imposed by the Subcontractor or such other person.

The Subcontractor further warrants that the materials and equipment furnished under this Subcontract shall not infringe any valid patent, copyright or trademark and that the Subcontractor shall indemnify and hold harmless the Contractor, Owner and Architect from and against any loss or damage, including attorneys' fees, which results directly or indirectly from any infringement, or any action or claim of infringement.

Subcontractor further warrants that it shall be responsible for all statutory warranties required of Contractor under Florida law, as applicable to Subcontractor's Work.

8.11 Construction Liens. Subcontractor hereby agrees to defend, indemnify and hold harmless Contractor, Owner and any applicable sureties from and against any laborer's, materialmen's or other similar lien or bond claim filed or asserted by Subcontractor or any of its sub-subcontractors, materialmen or suppliers (of any tier) in connection with the Work. In the event that such lien or bond claim is filed, Subcontractor shall, upon forty-eight (48) hours' written notice, cause such lien or bond claim to be released and discharged, or file a bond to secure discharge of such lien or bond claim. In the event that Subcontractor shall fail to do so, Contractor shall have the right to pay all sums necessary to obtain the release of such lien or claim and discharge or to file a bond in lieu of such lien (including reasonable attorneys' fees, bond or other premiums and costs). Contractor shall have the right to deduct all amounts so incurred from this Subcontract Amount.

8.12 Claims. The Subcontractor shall not make any claims for additional compensation for any work performed by the Subcontractor or for damages sustained by the Subcontractor by reason of any act or omission of the Contractor, Owner, or Architect during the performance of this Subcontract unless such work is done pursuant to, or such damages are sustained as a result of, a written order from the Contractor and such claim is made in the manner set forth in the Contract Documents. Notice of all such claims (including disputes over the scope of work and requests for extensions of time) shall be given to the Contractor in writing within ten (10) business days (unless a shorter period is specified in the Contract Documents) after the occurrence of the event giving rise to such claim, or the claim shall be considered waived and abandoned by the Subcontractor. In connection with any such claims, the Contractor agrees to allow the Subcontractor to use the Contractor's name in procedures set up in the Contract Documents or as provided by law for the prosecution of such claims. The Contractor further agrees, upon reasonable notice, to include any claims of the Subcontractor in any action brought by the Contractor against the Owner. The Subcontractor agrees to become a party to and be bound by any legal and/or arbitration proceedings involving the Contractor, the Architect, or the Owner to the extent that such proceedings involve any of the rights or obligations of the Subcontractor. The Subcontractor agrees to be bound by the results of any proceedings in the same manner that the Contractor is bound by such results under the Contract Documents.

The parties mutually, knowingly, and voluntarily acknowledge the waiver of a jury trial, and agree that any litigation will be decided by a Court of competent jurisdiction without a jury.

Contractor superintendents and other field personnel are not authorized to approve a change to this Subcontract or extra work under this Subcontract. Contractor superintendents and field personnel can verify the amount of time and materials Subcontractor devotes to work, for which the Subcontractor claims it is entitled to extra compensation, but such verification shall not constitute agreement that the work in question is extra work entitling Subcontractor to additional compensation. The Contractor project manager is authorized to approve changes (increases or decreases) involving amounts up to \$15,000.00; larger amounts require the approval of Contractor project executives, vice presidents, or the President.

In the event of a claim, dispute or any other matter in question arising out of or related to the provisions of this Paragraph 8.12, the Subcontract or the breach thereof, the Subcontractor shall carry on the Work and maintain the job progress schedule as directed by the Contractor during any proceedings to settle the dispute, unless otherwise directed by the Contractor in writing. In no event shall delay in the resolution of any dispute excuse the prompt performance of the Work. The Subcontractor understands that no officer, employee or other representative of the Owner or Contractor has authority to waive compliance with this provision, except for the President or a Vice President.

8.13 Changes. All changes to this Subcontract and all changes in the scope of the Work, except those resulting from Subcontractor's default in the performance of its obligations under this Subcontract, shall be confirmed in a writing signed by the Contractor and Subcontractor after the ordering of such change, pursuant to Paragraph 8.6.1 by the Contractor.

8.14 Cooperation. The Subcontractor agrees to procure materials and supplies from such sources and to perform all of its Work on the Project with labor and subcontractors that will work harmoniously with other elements of labor involved in the construction of the Project.

In the event any labor dispute or difficulty is created by or results from the operations of the Subcontractor in connection with the Work, and causes or results in a delay, interference or stoppage of any portion of the Work, or any portion of the work of Contractor or any other subcontractor, and such delay or interruption continues in the aggregate for two (2) or more business days, the Contractor may terminate this Subcontract pursuant to Paragraphs 8.6.2 and/or 8.6.3 of this Subcontract and the Contractor shall have all of the rights and remedies provided in this Subcontract or at law. The Subcontractor expressly agrees not to participate in or accede to any stoppage in the Work which may result from any labor dispute.

8.15 Records. With respect to all or any portion of the Work, including, but not limited to each Change Order (Paragraph 8.13) or claim for extra compensation, the Subcontractor shall keep separate and accurate records of accounts in a manner acceptable to the Contractor with respect to all of its costs directly allocable to the Work and shall, upon request by the Contractor, make such records, invoices and other information pertaining to the Work available for inspection by the Owner and Contractor or other designee for the limited purpose of verifying requests for payment when costs are the basis of such payment and for evaluating the reasonableness of proposed Subcontract price adjustments and claims. Such records shall be maintained in such a manner as to permit all costs incurred in connection with the performance of this Subcontract to be specifically identified.

To the extent required by law or the Contract Documents, payrolls and other records for all laborers and mechanics employed in the construction of the Project shall be maintained during the course of the Work and preserved for a period of three (3) years following Final Acceptance. Payroll records shall contain the name, address, social security number, hourly wage, daily and weekly number of hours work, gross wages earned, deductions made, actual wages paid and benefits, if any, paid. To the extent required by law or the Contract Documents the Subcontractor and all sub-subcontractors shall, on a weekly basis, provide copies of such payroll records to the Contractor. To the extent required by law or the Contract Documents, the Subcontractor and all sub-subcontractors shall provide the Contractor with monthly reports in a form and manner acceptable to the Contractor which shall set forth the total number of workmen employed on the Project, as well as the total number of minority and female workers and apprentices, and any other such records required by the Contract Documents, all such totals itemized by trade classifications.

8.16 Disputes. Any claim for an adjustment to the Subcontract Sum or Time of performance which cannot be resolved by negotiation shall be considered a dispute within the meaning of this section. For all claims in excess of \$50,000.00, Subcontractor shall certify that the claim is made in good faith; that the supporting data is accurate and complete; and that the amount requested accurately reflects the adjustment for which Subcontractor believes that Contractor is responsible. Notwithstanding any provision contained in any Contract Documents requiring arbitration, Subcontractor agrees that any specific dispute under this Subcontract with a claim less than \$50,000.00 shall be submitted to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, upon Contractor's election. Each such dispute which is submitted to arbitration shall be heard before the American Arbitration Association in the State, which shall be West Palm Beach, Florida in the case of projects located in Florida or states served by the West Palm Beach office of the American Arbitration Association, unless the Contractor and Subcontractor agree on some other location. All disputes (single or aggregate) which exceed \$50,000.00 or where injunctive relief is sought, shall be decided by a court of competent jurisdiction, trial by jury being expressly waived, unless the parties agree otherwise. Subcontractor agrees to pay all reasonable attorneys' fees and costs of litigation incurred by the Contractor in enforcement of the provisions of this Subcontract, or the collection of damages for Subcontractor's breach of same.

The Subcontractor agrees, upon Contractor's written demand, to become a party to and be bound by any arbitration, litigation or other proceeding involving the Contractor, the Architect or the Owner to the extent that such proceedings involve any of the rights or obligations of the Subcontractor under this Subcontract.

Contractor and Subcontractor agree that for all disputes under this Subcontract, responsible persons selected by each party will meet together and use good faith efforts (including exchange of all necessary documentation) to resolve the issue between them within fifteen (15) days of the written request of either party. The holding of at least one such "principal's meeting" shall be a condition precedent to mediation. In the event the dispute is not resolved by the principal's meeting, the Contractor and Subcontractor agree to attempt in good faith to resolve the dispute by non-binding mediation with a mediator mutually agreed to by Contractor and Subcontractor. Mediation shall be initiated by a written request from the Contractor or Subcontractor to the other specifying the dispute(s) to be mediated. Such mediation shall be a condition precedent to the commencement of litigation or arbitration, unless delay would irrevocably prejudice Contractor or Subcontractor in which event the litigation or arbitration, as the case may be, may be commenced but shall be stayed pending mediation under this provision. If the dispute has not been resolved pursuant to the mediation procedure within 30 days of the commencement of such procedure, which shall mean the first joint session with the mediator, the dispute shall be determined in accordance with the provisions of the first paragraph of this Paragraph 8.16. The fees and expenses of the mediator shall be borne equally by the Contractor and Subcontractor.

The prevailing party in any dispute shall be entitled to recover its reasonable attorneys' fees, expert consultation fees and costs incurred in the course of such dispute from the date of a request for mediation through conclusion by trial or arbitration, including any appeals.

8.17 Miscellaneous.

8.17.1 Discipline. The Subcontractor shall at all times enforce strict discipline and good order among its employees and the employees of its sub-subcontractors and suppliers and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him or her. The Subcontractor agrees to remove from the Work any worker or supervisor against whom Contractor, Owner or Architect has reasonable objection.

8.17.2 Safety. Provision of a safe and healthy work site for Subcontractor's employees (including the provision of all required training and/or appropriate personal protective equipment) is Subcontractor's sole responsibility. The

Subcontractor shall comply with all provisions of the regulations adopted thereunder, the State's Right to Know Law, OSHA regulations and Contractor's safety program (as applicable) all safety requirements of all applicable laws, ordinances, regulations, rules and orders of the locality in which the Work is done and shall hold the Contractor and Owner harmless from any and all fines, penalties, claims, damages, or losses resulting in a violation of the provisions of this Paragraph. The Subcontractor agrees to insert this clause in each of its sub-subcontracts and enforce the same.

8.17.3 Off-Site Storage. The Subcontractor shall confine operations at the site to areas permitted by law, ordinance, permit and the Contract Documents, as such areas may be approved by the Contractor. All applicable storage sites, both on and off site locations, shall be subject to inspection at any reasonable time by representatives of the Owner, Architect or Contractor. The Subcontractor shall assume the risk of loss or damage to any materials, equipment, trailers or tools stored on-site, and the Contractor shall have no liability to the Subcontractor for the security of any property, tools, equipment, materials or work the Subcontractor stored on or off site.

8.17.4 Clean-up. The Subcontractor shall, at its own expense, keep the Project free from accumulation of waste materials or rubbish caused by its operation, and shall remove the same in accordance with the directives of the Contractor and in accordance with the cleaning requirements of the Contract Documents as it applies to its Work. Subcontractor shall broom clean its work site regularly and as may be required by the Contractor. On a daily basis Subcontractor shall remove all its waste materials and rubbish from and about the Project to a centrally located dumpster provided by others (unless Exhibit B provides otherwise), as well as properly store all its tools, construction equipment, machinery and surplus materials.

8.17.5 Right of Offset. Any sum or sums chargeable to the Subcontractor under any provision of this Subcontract (except to the extent of personal injury or other damages covered by Subcontractor's insurance where Subcontractor's insurer acknowledges coverage and assumes all liability), may, at the election of the Contractor, be deducted from any payments otherwise due or to become due to the Subcontractor under this or any other subcontract between the Contractor (including any subsidiary or affiliate of Contractor, any entity which is at least fifty percent owned or controlled by the owner of Contractor, or any joint venture in which Contractor or any of the foregoing is a venturer) and the Subcontractor with any remaining amounts due to Contractor to be paid by Subcontractor, or the Contractor may sue the Subcontractor and recover damages.

8.17.6 Maintenance of Equipment. The Subcontractor warrants and shall insure that all construction tools, equipment, temporary facilities and other items used by the Subcontractor in accomplishing the Work, whether purchased, rented or otherwise provided by or to the Subcontractor, are in a safe, sound and good condition and capable of performing the functions for which they are intended and are maintained in conformance with applicable laws, regulations, manufacturer's recommendations and good engineering practice.

8.17.7 Signage. The Subcontractor shall not, without the Contractor's and Owner's prior written consent, install or maintain any sign, trademark or advertisement or other identification symbol in or about the Project (including, but not limited to any tower cranes, manlifts, scaffolding or similar equipment). The Contractor and Owner shall have the right, at the Subcontractor's expense and without notice to the Subcontractor, to remove any sign, trademark, advertisement or other identification symbol installed in violation of this Paragraph.

8.17.8 Names in Event of Emergency. The Subcontractor shall furnish the Contractor and the Architect in writing the names, addresses and telephone numbers of members of the Subcontractor's organization to be called in the event of an out-of-hours emergency at the Project site.

8.17.9 Effective Date. This Subcontract, and all terms and conditions hereunder (including, but not limited to indemnification and insurance obligations), shall take effect as of the date that Subcontractor performs any of the Work, whether on or off the Project site.

8.17.10 Confidentiality of Information. The Subcontractor shall keep all information relating to the Project and the Subcontractor's Work and all information supplied to the Subcontractor by the Contractor or Owner as confidential and proprietary information of the Contractor, Owner and Architect and shall not permit its release to other parties or make any public announcement or publicity releases without the Contractor's and Owner's written authorization.

8.17.11 Jurisdiction. The validity, interpretation and performance of this Contract shall be governed by the laws of the State in which the Project is located.

8.17.12 Waiver. No action or failure to act by the Owner, Architect, Contractor or Subcontractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence of any breach under this Subcontract except as may be specifically agreed to in writing.

8.17.13 Separability. The duties and obligations imposed by the Contract Documents and this Subcontract and the rights and remedies available there under shall be in addition to and not in limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Should any provision(s) of this Subcontract be invalid as a matter of law, such invalidity shall affect only such provision(s) and shall not invalidate or affect remaining provisions of this Subcontract.

8.18 Protection of the Work. It is understood and agreed that the work provided for in the Subcontract constitutes only a part of the work being performed on this Project for the Owner by the Contractor and other subcontractors. The Subcontractor therefore agrees to perform the work called for in the Subcontract in such a manner that he will not injure or damage any other work performed by the Contractor or any other subcontractor, and the Subcontractor further agrees to furnish continuous and effective protection at all times for his own work-in-place and all materials stored for use under the Subcontract, and to bear and be solely liable for all loss and/or damage of any kind to or in connection with said work and materials at any time prior to the final completion and acceptance thereof, unless said loss or damage is caused by the sole negligence of the Contractor; and to pay or reimburse the Contractor on account of any damage or injury to the work or property of the Owner, the Contractor and other subcontractors caused by or arising from the performance of its work as provided in the Subcontract, including the cost of replacing, repairing, refinishing or restoring any work damaged, removed or displaced in the course of correcting or repairing work or replacing materials hereunder which are rejected by the Owner, the Owner's Architect or Engineer or which are deemed to be at variance with the requirements of the Subcontract.

ARTICLE 9: FINAL AGREEMENT.

It is understood that this Subcontract, including all instruments incorporated into this Subcontract by reference, constitutes the full and complete agreement now existing between the parties. All prior discussions, negotiations, proposals, quotes and/or agreements, verbal or written, are hereby merged into this Subcontract. The Contractor and Subcontractor have contributed to drafting this Subcontract and the terms and conditions of it shall not be construed against one party or the other.

IN WITNESS WHEREOF, Contractor and Subcontractor, for themselves, their successors, executors, administrators and assigns have executed this Agreement the day and year first above written.

Suffolk Construction Company, Inc.
All Aboard Florida -- Overbuild Office 1
Miami, Florida

Scope of Work for: Structural Steel & Misc. Metals (BP-004 & BP-013)

Date: March 8, 2016
Rev. July 15, 2016

EXHIBIT "B"

Structural Steel & Misc. Metals (BP-004 & BP-013)

SCOPE OF WORK

The purpose of this Exhibit "B" is to further define and clarify "The Scope of Work".

This scope of work shall include all labor, materials, tools, staging, permits for onsite trailer (Building Permits Excluded), fees, licenses, ~~hoisting~~, hauling, taxes, equipment and supervision required for the proper and complete performance of the **Structural Steel & Misc. Metals (BP-004 & BP-013)** work in accordance with the Contract Documents and this Exhibit "B". The separation of those documents into various sections is for convenience only and is not intended in any way to limit the scope of this Agreement.

INDEX TO EXHIBIT "B"

- Article 1: Contract Documents
- Article 2: Submittals and General Coordination of Work
- Article 3: Licenses
- Article 4: Sales Tax
- Article 5: Labor Requirements
- Article 6: Project Schedule
- Article 7: Safety
- Article 8: Jobsite Management & Logistics
 - 8.1 Trash & Debris Removal
 - 8.2 Layout & Field Engineering
 - 8.3 Staging & Hoisting Requirements
- Article 9: Job Closeout & Punch-list Requirements
- Article 10: Change Order Management
- Article 11: General Information
- Article 12: Specific Scope of Work
 - 12.1 Quality Management Program
 - ~~12.2 Mock Ups~~
 - 12.3 Accepted Value Engineering
 - 12.4 Allowances
 - 12.5 Alternate Scopes of Work
 - 12.6 Unit Prices
 - 12.7 Labor Rates

ARTICLE 1: THE CONTRACT DOCUMENTS

1. The scope of work for this Subcontract shall include, but not be limited to all Division 0 and Division 1 Specification Sections (General Requirements) and all the work in the following Specification Sections listed below. The separation of the documents into various sections is for convenience only and is not intended in any way to limit the scope of this agreement.

<u>Section</u>	<u>Description</u>
05 12 00	Structural Steel Framing
05 31 00	Steel Decking

Subcontractor Initials 

SCCI Initials 

Suffolk Construction Company, Inc.

All Aboard Florida - Overbuild Office 1
Miami, Florida

Scope of Work for: Structural Steel & Misc. Metals (BP-004 & BP-013)

Date: March 8, 2016
Rev. July 15, 2016

05 50 00 Metal Fabrications
05 60 00 Metal Stairs

The following specifications sections are applicable as required for coordination only by the work of this Scope of Work:

<u>Section</u>	<u>Description</u>
033000	Cast in Place Concrete
034500	Architectural Precast
142100	Electric Passenger Elevators (OB1 Specific)
142113	Off-set Traction Automobile Elevators (OB1 Specific)

2. It is understood that the work of this Subcontract is based upon the drawings, specifications, addenda, bulletins and other miscellaneous documents identified in the attached "Exhibit A-1 Document List". This list represents all of the most current documents issued by the architect, engineers and/or consultants.
3. This Subcontractor acknowledges that they have thoroughly examined all Contract Documents. Failure to be acquainted with the entire set of Contract Documents shall in no way relieve this Subcontractor from any obligation with respect to this work.
4. This Subcontractor recognizes and acknowledges that while the Contract Documents are not complete in every detail, there is sufficient information to determine the requirements for a complete project and, as such, has included all work depicted and reasonably inferable to produce a complete project for their scope of work, consistent with the character and quality of the project. This Subcontractor's Work shall be 100% operable and functional and compatible in all respects with the other portions of the Work.
5. It is understood that change orders will not be processed for existing conditions clearly visible at time of bid. A site visit is required prior to submission of a bid. By submitting a proposal, the Subcontractor acknowledges that it has made a comprehensive site visit.
6. It is understood that Award of a Subcontract for this scope of work is subject to the Owner's approval.
7. It is understood that voluntary alternative "equals" of specified products/materials/equipment or unlisted "equals" are subject to the approval of the Architect, Engineer, and the Owner. If any of these parties rejects the proposed substituted product/material for any reason, the Subcontractor shall provide the specified materials at no additional cost.
8. This Subcontractor, by initialing this form, acknowledges that Suffolk Construction Company, Inc. has made the Owner/Contractor (Suffolk Construction Company, Inc.) Contract Agreement available for this Subcontractor's review prior to execution of this Subcontract Agreement in order for this Subcontractor to fully understand its contractual obligations with respect to this specific project.

Subcontractor Initials



SCCI Initials



Suffolk Construction Company, Inc.

All Aboard Florida – Overbuild Office 1

Miami, Florida

Scope of Work for: Structural Steel & Misc. Metals (BP-004 & BP-013)

Date: ~~March 8, 2016~~

Rev. July 15, 2016

ARTICLE 2: SUBMITTALS AND GENERAL COORDINATION

- 9. This Subcontractor is responsible to author Requests for Information (“RFI’s”) for any and all missing or conflicting information in the Contract Documents or field conditions. All RFI questions shall be identified and written early enough to allow for processing and answering by others so that this Subcontractor’s work schedule is not impacted. In addition to the question, this Subcontractor shall suggest the most feasible solution in the RFI. No schedule extensions will be granted for failure to submit RFI’s in a timely and/or proper fashion.
- 10. Unless noted otherwise in this document, this Subcontractor shall commence submittal of shop drawings, calculations, product data submittals, samples, MSDS sheets, and safety plans within ~~two (2) weeks~~ after the award of this subcontract. Refer to Article 6 for Schedule of Submission.
- 11. This Subcontractor shall furnish and coordinate documents and models in compliance with the “BIM Exhibit” of this Subcontract Agreement.
- 12. This Subcontractor shall fully utilize the Contractor’s ProCore project collaboration website to access, view, download, and upload all project documents including, but not necessarily limited to: Contract Documents, daily reports, drawing and specification revisions, RFI’s, shop drawings and submittals (other than samples), 2D drawing files and 3D models, schedules, meeting minutes, testing and inspection reports, applications for payment, change order requests, safety documents, punchlists, close-out documents, etc. This Subcontractor shall still provide original paper documents to the Contractor upon request. The Contractor will provide all necessary login information and training for the website to the Subcontractor’s staff.
- 13. This Subcontractor shall provide submittals in the following quantities: (Physical copies and samples are to be submitted only if required by the Architect and/or AHJ, otherwise all documentation to be submitted electronically via ProCore)
 - a. Samples – seven (7) of each
 - b. Signed and sealed shop drawings and calculations - ~~eight (8) originals~~ (Hard Copy Cover Letter Only will be provided)
 - c. Product data and non-signed and sealed shop drawings -- electronically via ProCore with additional paper copies as requested by Contractor
 - d. Warranties and Operating and Maintenance Manuals -- electronically via ProCore, plus six (6) originals
- 14. Within seven (7) days of the date of the award, the Subcontractor will submit a detailed Schedule of Values for approval by the Contractor and Owner including line items for: Composite clean-up crew participation, Subcontractor’s clean-up of this subcontractors Construction Waste (defined below), Subcontractor’s General Conditions and General Requirements, any allowances, start-up and testing. Unless specifically included in this Subcontract, Subcontractor shall not be allowed to bill for mobilization or deposits. The Schedule of Values shall be organized by area (e.g., Site, Tower, and Garage) and floor/level, at a minimum.
- 15. Within seven (7) days of the date of the award the Subcontractor will submit the following documentation:
 - a. Certificate of Insurance (must be submitted prior to commencement of the work on site)
 - b. Payment and Performance Bonds, if required
 - c. Site Specific Safety and Haz-Com Programs

Subcontractor Initials



SCCI Initials



Suffolk Construction Company, Inc.

All Aboard Florida - Overbuild Office 1

Miami, Florida

Scope of Work for: Structural Steel & Misc. Metals (BP-004 & BP-013)

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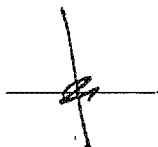
Date: March 8, 2016

Rev. July 15, 2016

- d. Emergency contact names and phone numbers
 - e. OSHA 10 Training Certificate / First Aid Certificate / CPR Certificate for Foreman
 - f. Submittal Log and Schedule
16. Within fourteen (14) calendar days of issuance of the Letter of Intent, this Subcontractor shall prepare and submit a material procurement log indicating all major materials required for completion of the Subcontractor's scope of work, indicating equipment / material manufacturer, purchasing durations, fabrication / manufacturing durations, delivery durations, and anticipated date that the materials will be delivered to the jobsite. These dates shall comply with Suffolk's project schedule.
17. This Subcontractor will coordinate its activities on this project with that of other trades affecting or affected by its work.
18. The Subcontractor shall provide for multiple mobilizations, as may be necessary for the performance of the work in accordance with the project schedule and its coordination with the work of other trades. There will be no change orders for this additional coordination/mobilization.
19. Mandatory attendance at jobsite weekly meetings is required while manning the jobsite and for specific coordination. Days and times to be established upon project commencement. Attendees shall be a representative of the Subcontractor, having authority to make work force, financial, and schedule commitments. Failure to attend this meeting shall entitle Suffolk to assess a (\$500.00) fine for each meeting that this Subcontractor does not attend.
20. This Subcontractor is expected to attend coordination meetings. It is understood that the Architect may not be obligated to provide electronic copies of CAD drawings or 3D models of the Contract Drawings for the Subcontractor's use in preparing shop drawings. All coordination drawings are required to be submitted in an approved 3D format as it will be discussed and agreed upon in the BIM kick off meeting.
21. Each submittal must contain the following information and be clearly marked;
- a. Project name
 - b. Date
 - c. Name and address of Architect
 - d. Name and address of Design Consultant
 - e. Name and address of Contractor
 - f. Name and address of Subcontractor
 - g. Name and address of Supplier
 - h. Name and address of Manufacturer
 - i. Number and title of appropriate specification section
 - j. Drawing number and detail references, as appropriate
 - k. Other necessary identification

Submittals not having the above information listed will be sent back to the Subcontractor and no extension of contract time will be authorized because of failure to provide the submittals as required. The project specifications may have other additional requirements that must be followed.

Subcontractor Initials



SCCI Initials



Suffolk Construction Company, Inc.

All Aboard Florida – Overbuild Office 1

Miami, Florida

Scope of Work for: Structural Steel & Misc. Metals (BP-004 & BP-013)

Date: March 8, 2016

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- 22. In addition to the standard submittals and shop drawings required by this Subcontract and the project Contract Documents, this Subcontractor shall also provide a coordination model and drawings for all block-outs and recesses required for their work or occurring in their work.
- 23. This Subcontractor is responsible for coordinating the layout and installation of its work with all Contract Documents and the work of other trades in order to fit the several parts together without conflict. This Subcontractor shall review and coordinate its work, and provide coordination models and drawings with respect to reviewing existing conditions, and securing proper coordination/approval of finishes prior to executing its work.
- 24. Architect's/Engineer's and/or Contractor's review of submittals and shop drawings is not to be construed as a complete check nor relief from responsibility for errors of any sort, or from necessity of furnishing work required by the Contract Documents, which may not have been shown on shop drawings and/or submittals.
- 25. All materials shown shall be installed as indicated in the Contract Documents. If the Contract Documents do not thoroughly describe the methods to be used, this Subcontractor shall follow the installation methods set forth by the manufacturer's published instructions and the authorities having jurisdiction.
- 26. Upon completion of the project, this Subcontractor will furnish all as-built models and drawings as required by Contract Documents or as required by the Contractor. As-built models and drawings shall be updated on a monthly basis and made available to Suffolk Construction Company Inc., the Owner and the Architect or Engineers for their review and as each phase of the work is completed. Failure to properly update the as-built drawings will result in withholding of the monthly requisition until such time as the as-built drawings have been updated. This Subcontractor shall keep the as-built model of the completed Work in Revit or CAD-based files. Revit and CAD files shall be provided by this Subcontractor in the format required by the Contract Documents.

ARTICLE 3: LICENSES

- 27. Prior to commencing any operations in the performance of this scope of work, this Subcontractor shall provide Suffolk with update to date valid copies of the following:
 - a. State and/or County Professional License as issued by the Department of Professional Regulations authorizing the Subcontractor to perform the specific category of work contemplated under this subcontract and in specific geographical location where the project is to be constructed.
 - b. County, City and/or Municipal Occupational License(s) (as applicable) authoring the Subcontractor to perform work in the specific geographical location where the project is to be constructed.

ARTICLE 4: SALES TAX

- 28. This Subcontractor, lower tier Subcontractors and suppliers are responsible for paying state and local sales taxes and/or any duties on materials imported from outside the United States.

Subcontractor Initials *AP*

SCCI Initials *AP*

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ARTICLE 5: LABOR REQUIREMENTS

[not applicable]

ARTICLE 6: PROJECT SCHEDULE

- 29. The start date for this project is August 2016. The total duration for this project will be 13 months with the substantial completion (certificate of occupancy issued) in September 2017. Subcontractor must complete their work within this time frame and also allow sufficient time for the trades that follow their work. Additionally, Subcontractors must also take into consideration that punch list and equipment-commissioning work must be completed within this time frame.
- 30. This Subcontractor acknowledges that as construction progresses it may be necessary for the Contractor to change the sequential order and duration of activities, including those contemplated by this Agreement to account for unanticipated conditions, occurrences and other factors which act to alter the Contractor's original schedule. The Contractor may require Subcontractor, at no additional cost to the Contractor to prosecute Subcontractors Work in such sequence as the progress of other Subcontractors and the Project schedule reasonably dictates. It is expressly understood and agreed that the scheduling and sequencing of the Work is an exclusive right of the Contractor and that the Contractor reserves such right to reasonably reschedule and re-sequence this Subcontractor's Work from time to time as the demands of the Project require without any additional change order request or claim from this Subcontractor to the Contractor.
- 31. This Subcontractor shall work Saturdays and overtime at no additional cost to the Contractor or the Owner to compensate for lost time due to inclement weather in the same time frame.
- 32. In the event the Subcontractor does not maintain the progress with respect to the current project work schedule and the failure to maintain the progress is the fault of the Subcontractor, then the Subcontractor shall work a six (6) day work week and overtime when requested by Suffolk. Suffolk/Owner shall incur no additional cost because of this project requirement. The Subcontractor is required to maintain the project schedule.
- 33. Scheduling of specific phases of this scope of work shall be coordinated with SCCI and performed by this Subcontractor in a timely manner to avoid any conflict or delay in this work or the work of other trades. This Subcontractor shall accommodate the overall project duration, as well as the project and detailed schedules developed by SCCI, which may be amended periodically by SCCI. Notwithstanding, this Subcontractor acknowledges and agrees to the following durations:

Item No.	Activity Description	Duration
	Submittals:	From Letter of Intent
	Provide all submittals, product data, MSDS sheets, logistics plan.	2 Weeks
	Millwork Order Acknowledgement	5 Weeks
	Connection Detail Submittal *	5 Weeks
	Shop Drawing Submittal *	9-10 Weeks

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Fabrication From Approved Shop Drawings (1" Delivery Not Complete Tier)	Date Needed
Tier 1- Parking Level 1 to Office Level 2 ^{(1) (2)}	10/19/2016
Tier 2 - Office Level 3 to Level 4	01/06/2016
Tier 3 - Office Level 5 to Level 6	01/24/2016
Tier 4 - Office Level 7 to Level 8	02/09/2016
Tier 5 - Office Level 9 to Upper Roof	02/27/2016
Installation:	
Tier 1- Parking Level 1 to Office Level 2	Per OBI Schedule
Tier 2 - Office Level 3 to Level 4	Per OBI Schedule
Tier 3 - Office Level 5 to Level 6	Per OBI Schedule
Tier 4 - Office Level 7 to Level 8	Per OBI Schedule
Tier 5 - Office Level 9 to Upper Roof	Per OBI Schedule
Misc. Metals (To be Coordinated between ADF & SCCI)	Per OBI Schedule

*Subcontractors requires a 2 day turnaround on RFI responses to meet timeframe.

⁽¹⁾ First Steel Delivery Contingent on Station Block E Steel being complete below and ready to accept OBI Steel above. Delivery date to be finalized as Block E Steel continues below at Station Level.

⁽²⁾ Tier 1 - Parking Level 1 to Office Level 2 Steel Delivery Contingent upon ALL Tier 1 Steel Shop drawings be submitted by 8/3/2016 and approved by 8/17/2016.

ARTICLE 7: SAFETY

34. This subcontractor shall provide all safety materials, equipment, tools, labor as required to perform this scope of work in accordance with OSHA requirements and Suffolk Safety Rider "S".
35. Provide impalement safety protection with daily maintenance to all exposed vertical and horizontal rebar, or other impalement hazards, for this scope of work for the duration of the hazard exposure. Provide and maintain temporary access to serve work areas until permanent access is in place. Access to comply with applicable OSHA standards. Access shall be provided in sufficient quantity and location to comply with requirements of local authorities for emergency egress for construction sites.
36. This subcontractor shall provide all safety materials, equipment, tools, labor as required to perform this scope of work in accordance with OSHA requirements and Suffolk Safety Riders
37. This Subcontractor shall provide a means for OSHA-compliant fall protection for its forces as required to complete this scope of work as defined in Rider S
38. Subcontractor and its operatives shall wear hi-visibility vests or shirts meeting ANSI/ISEA 107-2004 class 3 compliant apparel for all tasks on each site unless it is determined to create a greater hazard, i.e. welding.

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39. This Subcontractor shall comply, at all times, with Suffolk's Glove Policy: Subcontractor and its operatives are required to wear gloves/hand protection for any tasks related to material handling activities. In addition, carpenters, ironworkers, laborers, glaziers and masons are to wear gloves at all times that their work is being performed. This Subcontractor is responsible for providing all its workers with the appropriate gloves as necessary to comply with the glove policy. Should this Subcontractor's personnel at any times not comply with the glove policy and not have the appropriate gloves to comply with the policy, Suffolk will provide the gloves to this Subcontractor's personnel and back charge the Subcontractor accordingly, without the need of giving proper notice.
40. Subcontractors shall assure compliance with all details of Suffolk Construction Company Inc.'s Safety Program. The Subcontractor's Site Specific Project Safety Program shall list the positive steps the Subcontractor intends to utilize for the prevention of accidents to its workers, other Subcontractors, vendors, and the public during operations on this project.
41. If this Subcontractor must remove cables, barricades, handrails, or any other Safety related items in order to perform its work, it shall be the responsibility of this Subcontractor to properly replace those items and to provide a controlled access zone in that area until the safety items are replaced. This Subcontractor must get permission from the Contractor's Superintendent prior to removing any temporary rails or other means of protection for any reason. This Subcontractor is responsible to reinstall any rails or protection temporarily removed by this Subcontractor, in a timely and safe manner and in strict accordance with OSHA requirements.
42. This Subcontractor shall ensure that walkways, aisles, work areas and common areas are free of excess stored material, cables, hoses, welding leads, scrap, and debris. This Subcontractor shall be responsible for maintaining general housekeeping in their work area and all debris shall be placed in debris containers on a daily basis or as otherwise directed by Suffolk's project Superintendent.
43. Weekly Toolbox Talks are required to be turned into the Suffolk Superintendent at the start of the weekly Subcontractor's Meeting consistent with Rider S for those that do not provide the Weekly Toolbox Talk documentation; they will not be allowed to attend the weekly Subcontractor's Meeting and will be fined \$500 in accordance with Article 2, item 11.
44. Provide all environmental protection required for work under this Contract in accordance with applicable Federal, State, County, and Municipal laws. Including but not limited to gas, oil, anti-freeze spills, etc. by Subcontractor's site personnel.
45. Within ~~ten (10)~~ **Twenty One (21)** work days of receiving the Letter of Intent or ten (10) work days prior to mobilization on site, whichever is sooner, this Subcontractor shall comply with the following and provide both electronic and paper versions (three (3) copies) of the following Safety Submittals:
- This Subcontractor shall prepare specific Job Hazard Analysis ("JHA") for each type of work to be performed by this Subcontractor and for each major phase of work. JHA's to be reviewed with the Suffolk Superintendent prior to the commencement of work.
 - This Subcontractor shall provide to the Suffolk Construction Company Inc., Project Superintendent's project office, the Subcontractor's Hazardous Communications Plan, a list of all hazardous materials and the related material safety data sheets (MSDS) for the hazardous materials that the Subcontractor will use in the performance of the work at the project site. This Subcontractor is responsible for all storage requirements and personal protective requirements that apply to such products.

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- c. The Subcontractor (and all tiers of Subcontractors/Vendors working for this Subcontractor) shall ensure that all supervisory employees working on site shall have successfully completed a course in construction safety and health that is at least 30 hours in length and satisfies the requirements of the Occupational Safety and Health Administration (OSHA) Construction Industry Outreach Training Program, at the time the employee begins work. Employees who work less than a total of 6 hours on site shall be exempt from this requirement. The Subcontractor shall furnish documentation of successful completion of the aforementioned OSHA course for each covered employee to a representative of the General Contractor designated to monitor compliance with this requirement. Failure of Subcontractor to obtain the OSHA certification in a timely manner (immediately after the letter of intent is signed) will not relieve them of their contractual obligation regarding the schedule.
- d. All Subcontractors must submit electronic copies and three (3) paper copies of their Site Specific Project Safety Program, within ten (10) days of executing the Letter of Intent, to Contractor for approval. Said program shall list potential exposure items and measures designed to control those items as it applies to commercial construction, as well as a list of emergency phone number of key team members. Attendance at a Pre-Construction Safety Planning Meeting before work commences shall be mandatory.
- e. Specific Safety Training documentation for hazards related to the individual Subcontractor's scope of work.
- f. CPR/First Aid Certifications (refer to Rider "S" of this Subcontract).

46. Any on site personnel will be dismissed from project after receiving two (2) written safety violations from the Contractor. (Depending on the severity this may be one violation prompting dismissal).

ARTICLE 8: JOBSITE MANAGEMENT & SITE LOGISTICS

47. This Subcontractor acknowledges they have received and understands the Construction Management Plan ("CMP") dated September 20th, 2015 prepared by Suffolk Construction Company, Inc.

48. It is the responsibility of this Subcontractor to provide directions and maps to their personnel, sub-subcontractors, and suppliers coming to the project.

49. This Subcontractor shall comply with the following hours of work:

- a. 7:00 a.m. to 7:00 p.m. Monday through Friday
- b. 7:00 a.m. to 7:00 p.m. on Saturday and Sunday

50. This Subcontractor is responsible to comply with any and all permits associated with this project as applicable to this scope of work. This Subcontractor acknowledges that all permits and conditions in said permits have been made available to this Subcontractor through the ProCare project collaboration website.

51. This Subcontractor will be responsible for providing its own FDOT certified flagmen to safely and properly flag delivery trucks and equipment (related to this Subcontractor's scope of work) in and out of the project site. In addition, this Subcontractor shall provide and pay for any and all MOT plans, permits, and equipment required completing their scope of work including all police details that will be required.

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52. The Subcontractor shall cooperate with and provide access and equipment (lifts, ladders, etc.) for testing agencies and inspectors for all inspections, testing, etc., required to be performed by others in accordance with the specifications or by code. The Subcontractor will be responsible for all costs associated with retesting and inspections of items not properly installed by the Subcontractor. Many test and inspections, especially from state and city agencies are required to be performed after normal working hours. The Subcontractor includes overtime as required for testing and inspections.
53. All standard inspections are performed by the public authorities having jurisdiction. This Subcontractor is to coordinate and request all required inspections and notify the Contractor's Superintendent in advance of any scheduled inspections.
54. This Subcontractor shall obtain any and all permits and fees that may be required, other than the building permit, for the performance of this scope of work. The costs of any such permits (fees) are included in this Subcontract.
55. The Subcontractor shall provide to Suffolk a copy of all permit inspection and closeout documentation. This information is to be provided to Suffolk within two work days of the event.
56. Storage of materials on the site is not allowed unless approved by Contractor's Superintendent. Subcontractor shall assume all responsibility for any additional structural reinforcing requirements due to Subcontractor's stockpiling of material and equipment. Any costs for the same shall be included in the Subcontract. The Subcontractor shall return all unused materials to the stockpiles at the end of each day and protect stored materials from theft, vandalism and weather/wet conditions.
57. All deliveries to the jobsite must be scheduled with the Contractor's Superintendent no less than one (1) week in advance of proposed delivery. Without exception, all unscheduled deliveries will be refused. ~~Due to limited access "turning radius", delivery trailers shall be a maximum of 40' in length.~~ If larger trailers are needed, special arrangements may be made through the Contractor. There is no guarantee that larger trucks can be accommodated. SCCI to provide laydown area within a 10mi radius of the job site to accommodate structural steel trailers.
58. This Subcontractor shall provide its own source of water for their construction needs from a central location provided by Suffolk Construction Company, Inc.
59. This Subcontractor shall bear all cost for Subcontractor's employee's drinking water, ice, containers and transportation.
60. No parking for Subcontractor project managers, superintendents, foremen, or workers will be allowed on site.
61. This Subcontractor shall provide, maintain and remove all temporary trailers, offices, shanties and toolboxes necessary for the completion of this Subcontract. This Subcontractor shall remove these items within two (2) weeks as coordinated in the Subcontractor's Meeting. Failure to comply with this timeframe will result in the Contractor removing and disposing of all items and the associated costs will be deducted from the Subcontract value via deductive change order. Contractor must approve the location of the trailers, offices, or shanties prior to delivery, erection or construction. Staging/storage and delivery of materials will require coordination with and approval of the Contractor's Superintendent prior to delivery of materials and constructed in compliance with all applicable codes. If trailers, offices, shanties, etc. are allowed, this Subcontractor is responsible

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for providing and paying for all permits and all utilities that may be required (i.e., temporary electric, temporary water, temporary sanitary, temporary phone/data, etc.).

62. The storage of material and equipment in the building shall be permitted only to the extent approved by Suffolk Construction Company, Inc. If materials and equipment so stored obstruct the progress of any portion of the work, they shall be moved by this Subcontractor, without reimbursement of cost, from place-to-place or from the premises, as Suffolk Construction Company, Inc. may direct.
63. In the event storage is not available onsite, this Subcontractor will be responsible for providing appropriate off-site storage, including additional transportation to/from off-site storage, as necessary. All costs associated with the required off-site storage shall be included in this Subcontractor's price.
64. Construction equipment, personnel and material will not be allowed to occupy either public or private right-of-ways within or adjacent to the site without prior approval from local jurisdiction and Contractor's Superintendent.
65. This Subcontractor shall provide all necessary fire watches in accordance with local jurisdiction requirements, if required to complete this scope of work. The cost of the fire watch including supervisor(s) if required by local jurisdiction is by this Subcontractor.
66. Breaks and lunches shall be at areas designated by the Contractor's Superintendent. Cleanup at these areas shall be the responsibility of this Subcontractor.
67. Temporary toilets will be provided by the Contractor.
68. The Contractor will provide temporary power required for the tower cranes, placing booms, temporary elevators, elevator installation, OSHA-compliant temporary lighting, 110V receptacles at centralized locations on each floor, and two (2) moveable 220V, single phase, 30 amp temporary electrical panels for masonry block saws. If this Subcontractor has any temporary electrical power requirements over and above those listed above (e.g., temporary lighting over and above OSHA-compliant lighting), it is the responsibility of this Subcontractor to provide said additional electrical power and lighting. If this Subcontractor requires power in locations other than those provided (or greater voltage than provided) then this Subcontractor will be responsible for the associated connection and disconnection costs. If, for any reason, unforeseen conditions arise in which the temporary power supply is halted, this Subcontractor is responsible to provide temporary power for its work until such time that the power source is restored.
69. This Subcontractor shall provide any and all temporary task lighting required to complete this scope of work.
70. This Subcontractor is responsible for providing extension cords, sockets, lamps, motors and accessories required to perform the work.
71. This Subcontractor shall check and verify all site conditions, including locating existing service utilities on and off the site prior to trenching or digging.
72. This Subcontractor shall provide its on-site Superintendent a cell phone and a 2-way radio, which shall be programmed to communicate with Suffolk on-site supervision. This person must carry this phone and 2-way radio at all times during working hours. If it is required for this

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Subcontractor to communicate with the crane, this Subcontractor will be required to have his own 2-way radios programmed to communicate with crane radios.

- 73. Contractor will provide for an adequate supply of an on-site non-potable water and power source. Subcontractor to provide all tools, temporary generators (until such time that temporary power is available) necessary for completion of this scope of work.
- 74. Tobacco products will not be allowed in the building at any time during the project and there will be designated smoking areas on the exterior.
- 75. As applicable, Subcontractor must be Certified and/or Qualified by the Manufacturer for installation and service in its products and whose qualifications for installation are in accordance with the Contract Documents.
- 76. This Subcontractor, while working on site, shall submit via email or enter on the Contractor's provided computer/software the Daily Field Force Report on a daily basis by 9:00 am the following workday. A description of the work performed, workforce count, issues or delays, and significant deliveries shall be included, at a minimum, in each report. Progress payments will be withheld by the Contractor, if the Subcontractor fails to comply, until the Subcontractor enters the Daily Field Force Reports. The Daily Field Force Reports must be entered by this Subcontractor's field personnel into the Contractor's project website collaboration software, on a Contractor provided computer located in the Contractor's jobsite trailer/office. Paper copies of Daily Field Force Reports will not be accepted.
- 77. This Subcontractor acknowledges that this project is to be constructed in a location that is adjacent to densely populated public areas which contain pedestrians, neighboring condominium towers, neighboring businesses, and expensive vehicles. This Subcontractor shall operate in a manner consistent with protecting the public and property from abuse, injury, and/or damage caused by the operations of this Subcontractor. If damage should occur, either superficial or serious, then this Subcontractor shall repair, replace, or clean said items in a manner acceptable to the owner of the item.
- 78. This Subcontractor shall protect their work, material, and equipment against theft and vandalism until accepted by the Owner. This Subcontractor shall remain fully responsible at all times for any loss, no matter how caused, to the tools, machinery, equipment, materials, supplies, and other property which are rented or remain the property of the Subcontractor.
- 79. This Subcontractor shall provide all labor, material, and equipment to ensure all vehicles are washed prior to leaving the site to prevent tracking of mud/soil in accordance with the erosion control plan. A water source will be provided by the Contractor.
- 80. The Subcontractor is aware and agrees to punch lists generated by the Owner, Architect, Occupant, and Suffolk outlining those areas that must be addressed before a portion of the building is accepted as finished. The Subcontractor shall revert to whatever means necessary to insure timely completion of punch lists, including dedicated worklist/punchlist crews.

ARTICLE 8.1: TRASH & DEBRIS REMOVAL

- 81. The following clean-up method will be used on this project:

Subcontractor Initials *[Signature]*

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- a. This Subcontractor will remove all trash from the day's events to the Contractor-provided dumpster at the end of each workday or completion of work in an area during normal working hours.
- b. The dumpster shall be emptied as necessary during normal working hours.

82. CLEAN-UP PROGRAM

For purposes of this Section, the following terms have the following meanings:

Contractor: Suffolk Construction Company, Inc.

Construction Waste: Any excess or surplus material (whole or remnant) intended to have been incorporated into the structure, sanding/spray residue, discarded tools/applicators, fasteners, fastener waste, packaging of any kind, packing material.

General Debris: Anything brought on site by a Subcontractor or its personnel that is not intended to be incorporated into the structure including food and beverage containers, newspapers, garbage, boot trackings, discarded clothing/apparatus, etc.

All Subcontractors are responsible for minimizing Construction Waste through efficient packing (including offsite breakdown and repacking when prudent), using re-usable crating material, and prudent stocking. Removal of products not used or overstocked shall be by the Subcontractor. Clean-up of overspray, drippings, splatter, etc. from the Subcontractor's operation is by the Subcontractor. All Subcontractors are responsible for minimizing General Debris by encouraging their employees to use proper waste receptacles for their personal trash.

This Subcontractor is responsible to clean-up Construction Waste into a dumpster on a daily basis. The Subcontractor shall coordinate their clean-up efforts and take direction from the Contractor's Labor Foreman. This Subcontractor will continuously clean work areas and broom sweep at the end of each workday or completion of work in area.

In addition to its contractual responsibility for clean-up of Construction Waste, the Subcontract price includes an allocation for clean-up labor (the "Clean-up Allocation") as follows:

For (50) man-hours of on-site work estimated by the Subcontractor and its sub-Subcontractors, the Subcontractor shall allow for one (1) man-hour of clean-up for General Debris not easily assignable to a particular trade and include the cost in the Subcontract in accordance with the following formula:

$$\underline{18,200} \text{ Total Man-hour Projection} \times (1/50) \times 0.02 = \underline{364} \text{ MH of Clean-up}$$

$$\underline{364} \text{ MH of Clean-Up} \times \$26.00/\text{MH} = \underline{\$9,464} \text{ Clean-up Allocation}$$

The labor allocated for the General Debris shall be assigned to the Contractor's Labor Foreman while prosecuting this portion of the clean-up.

At its discretion, the Contractor may elect to write a deductive change order to the Subcontractor for the full value of the Clean-up Allocation. After execution of the change order, the Contractor

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shall then be responsible for clean-up for General Debris not easily assignable to a particular trade only. This Subcontractor would still be responsible for all Construction Waste.

ARTICLE 8.2: LAYOUT & FIELD ENGINEERING

- 83. This Subcontractor will be responsible for providing manpower that is capable of performing all layout, surveying, measuring, etc., as required for the performance of this Subcontractor's Work using control lines (one in the east/west grid, one in the north/south grid) and a bench mark provided by the Contractor, at each floor and street level. Damage to existing control caused by this Subcontractor shall be replaced at Subcontractor's expense.

ARTICLE 8.3: STAGING & HOISTING REQUIREMENTS

- 84. The Subcontractor is responsible for providing labor and equipment such as staging, scaffolding, planks, aerial work platforms, swing staging, scissor lifts, fork lifts, cranes, rigging, any and all special set-ups, etc., as required for the complete performance of the Subcontract work.

- 85. Unless noted otherwise, the Subcontractor is responsible for providing labor and equipment for the horizontal and vertical conveyance of equipment and materials, including all transportation, rigging, unloading, hoisting, stockpiling if required and distribution of all material.

a. Suffolk Construction Company Inc. will have a (1) cab(s) personnel/material hoist on the job, consistent with the requirements of the project, for use during regular working hours at no charge. Scheduling of use will be through Suffolk Construction Company Inc.'s Superintendent. After scheduling of the Temp Hoists is completed between this subcontractor and the Suffolk Superintendents, the time and dates will be posted on Ontrac, in the project calendar. No Subcontractor will be allowed to modify the calendar in Ontrac. The Subcontractor shall do all loading and unloading of their materials (including debris removal) and any special rigging. During normal working hours, the hoist will be used to transport personnel and minor loading/unloading of materials/equipment limited to the lesser of **TBD** consecutive picks minutes as approved and scheduled in advance by Suffolk Construction Company Inc.'s Superintendent. All loading and unloading taking requiring more than **TBD** picks must be performed during off hours. No hoists will be set up until after the Structure has been constructed up to at least the **TBD** level.

b. Suffolk Construction Company Inc. will have One (1) interior elevators in operation after the exterior hoist is removed, for use by the Subcontractor's personnel during regular working hours at no charge. Scheduling of use will be through the Suffolk Construction Company Inc.'s Superintendent. After scheduling has been agreed upon between this subcontractor and the Suffolk Superintendents, the time and dates will be posted on Ontrac, in the project calendar. No Subcontractor will be allowed to modify the calendar in Ontrac. The Subcontractor is to do all loading and unloading of their materials. Any special rigging will be by the Subcontractor. All loading and unloading using the elevator shall be done on off hours except for minor loading/unloading during the day limited to **TBD** consecutive lifts minutes as approved in advance by Suffolk Construction Company Inc.'s Superintendent.

ARTICLE 9: JOB CLOSEOUT & PUNCH-LIST REQUIREMENTS

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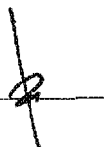
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86. This Subcontractor shall include a full time, dedicated Punchlist Crew (or crews, as required) until all of this Subcontractor's punchlist items are corrected. This crew(s) shall be responsible for verifying all work is completed in accordance with the Contract Documents, within the acceptable and approved quality standards, and will verify in a systematic process (check lists, etc.) that all fixtures, devices, outlets systems are working in accordance with the documents. Subcontractor's designated foreman for this crew(s) shall report on a daily basis to Suffolk Construction Company Inc.'s Superintendent. Subcontractor shall be responsible for inspecting, correcting and maintaining the punch list schedule in accordance with Suffolk Construction Company Inc.'s closeout schedule. Subcontractor acknowledges and agrees to comply with these requirements and has included all costs associated with this procedure. The intent is to eliminate/reduce the punch list items left to be corrected. As these items are identified they are corrected immediately, but no later than 24 hours, so as to allow a final walk-through and acceptance of the room or area by the Architect/Owner/User.
87. If Subcontractor fails to provide adequate manpower to complete the punchlist, the Contractor will hire required parties to complete the work on behalf of this Subcontractor and this Subcontractor will be back charged accordingly.
88. All warranties for this project, including all manufacturer's warranties, are to commence at Final Completion of the complete project.

ARTICLE 10: CHANGE ORDER MANAGEMENT

89. This Subcontractor hereby acknowledges and agrees that, upon request from Suffolk Construction Company Inc. for a Request for Pricing ("RFP"), Change Order Request ("COR"), Construction Change Directive ("CCD"), ASI, or RFI, that this Subcontractor will respond no later than seven (7) calendar days from the receipt thereof, in writing, as to the effect on the Subcontract Price and/or Subcontractor Work Schedule of said RFP, COR, CCD, ASI, or RFI, and will provide full and complete detailed information to substantiate the effect using a format approved by Suffolk. If this Subcontractor fails to respond to the RFP, COR, CCD, ASI, or RFI within the specified time, Suffolk Construction Company, Inc. will be within its rights to submit or void the request. Submitting or voiding the request does not relieve the Subcontractor of completing the work in accordance with the RFP, COR, CCD, ASI, or RFI. **Complete pricing to be provided with in a reasonable time frame agreed upon with Project Manager based on extent of changes.**
90. Upon notification to the Contractor's Project Manager, one of the following procedures below will be used. There will be no exceptions. Extra work that has not been approved in writing prior to installation will not be processed.
- Before proceeding with the work, a price shall be submitted with back up and approved in writing by the Contractor.
 - Before proceeding with the work, under a time and material situation, the approximate man-hours and material to be used will be discussed, written approval given, and daily tickets are to be given to the Suffolk field superintendent for verification. From these tickets a final cost will be determined.
91. This Subcontractor is limited to a total of 15% overhead and profit on Costs for all change orders. Costs for the purposes of change orders shall be limited to the following:

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- a. Actual, direct costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
 - b. Actual, direct costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
 - c. Out of pocket rental costs of machinery and equipment at rates prevailing in the area where the Project is located, exclusive of small tools, whether rented or not; small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than \$500.
 - d. Out of pocket costs of premiums for all bonds, insurance, permit fees, and sales, use or similar taxes related to the Work;
 - e. Upon request, Subcontractor shall submit evidence to substantiate the costs. Materials shall be quoted at the trade discount prices if realized, with quantity discounts also applied if revised. In any proposal with material credits, the credit shall be based on the actual cost for the Material (including trade and quantity discounts if realized) less any charge actually incurred for handling or returning Material that has been delivered.
92. The percentage allowed for overhead and profit under the item above, shall be deemed to include:
- a. home office expenses; branch and field office overhead expense of any kind; project management; superintendents, ~~general foremen~~; estimating, ~~engineering~~; ~~coordination~~; expediting; purchasing; ~~detailing~~; legal, accounting, data processing or other administrative expenses; ~~shop drawings~~; ~~permits~~; auto insurance and umbrella insurance; and, pick-up truck costs. The cost for the use of small tools is also to be considered covered by the Markup Percentage Fee.
 - b. Estimating and administrative costs
 - c. Any costs for General Conditions Work
 - d. Any other costs resulting from the change not expressly enumerated as a Cost or a Cost of the Work.
93. Regardless of the number of tiers of Subcontractors or suppliers, no more than two (2) mark-ups by Subcontractors or suppliers in total shall be permitted.
94. The cost of the Architect's time in prepare a Change Order shall be borne by the Subcontractor if the Subcontractor's wrongful act or omission necessitates the change implemented.
95. ~~No additional work thought to be change is to proceed without notifying the Suffolk Project Manager or Superintendent.~~
96. All change order requests shall include a detailed breakdown of man hours, hourly rates, fringe benefits, labor insurance, labor taxes, material quantities, material unit prices, equipment rates (hourly, daily, monthly), etc. All material and equipment costs shall be supported by quotations, paid invoices or agreed upon unit prices/rates in article 12.6 of this agreement.
97. For any additional work authorized to be performed on a time and material basis, if a detailed, daily ticket is not presented to SCCI Superintendent for signature within one (1) business day of the work being performed, the ticket will not be considered for payment.
98. The Contractor shall not be liable for any backcharges or claims to or against other subcontractors and suppliers. This Subcontractor shall file its backcharge request direct to the contractor. The Contractor will meet monthly with all subcontractors and suppliers to assist and encourage a resolution to all outstanding sub-to-sub backcharges and claims.

Subcontractor Initials



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99. Subcontractor change orders not funded by the Owner, i.e., a direct Suffolk cost, or a backcharge to another Subcontractor, will be entitled to a 5% markup.
100. Overhead and Profit shall not exceed 15% for this subcontractors work.

ARTICLE 11: GENERAL INFORMATION

101. The term "Contractor" noted in the Project Specifications and Drawings shall mean this Subcontractor. The term "Contractor" in the Exhibit "B" shall mean Suffolk Construction Company, Inc.
102. Subcontractor will be required to participate in weekly "Last Planner" coordination meetings. Subcontractor shall require field personnel with the requisite authority, training and experience to make all required decisions and direct the flow of its work (i.e. field foreman, field superintendent, and/or PM) to attend all such meetings.
103. Subcontractor will be required to complete weekly work plans that are to be brought to the weekly "Last Planner" meetings. These weekly work plans are required to confirm that Subcontractor's progress complies with the Contractor's schedules and identify any/all potential constraints or impacts to Subcontractor's timely completion of the Work
104. Subcontractor has a duty to cooperate with all participants in the lean scheduling process. Subcontractor acknowledges that the lean scheduling process is a dynamic process. Accordingly, the dates and time periods for mobilization, installation, and work processes shall be subject to change at the Contractor's discretion.
105. In addition to regularly scheduled, weekly jobsite Superintendent Meetings and Project Manager Meetings, this Subcontractor shall have its Owner or Principal attend Monthly Subcontractor Executive meetings.
106. All of this Subcontractor's employees that expect to come onto the jobsite, for any length of time, shall attend an on-site project safety orientation prior to or during their first day on-site. Failure to attend the project safety orientation will result in immediate dismissal from the project for that day until that person completes the orientation. During the on-site project orientation, this Subcontractor's employees shall receive an identification decal, which must be displayed at all times while the employee is working on the jobsite. Failure to wear such identification may result in employee removal from the jobsite.
107. This Subcontractor shall submit a resume of its on-site Superintendent and Project Manager for approval by Suffolk and the Owner. Once approved in writing, this Subcontractor shall not change these personnel during the course of this scope of work. In the event said personnel should become subsequently unacceptable to Suffolk and/or the Owner, or leave the employment of the Subcontractor, this Subcontractor shall repeat the approval process.
108. Suffolk will invoice the Owner once per month and only once per month. All Subcontractor's applications for payment and supplier's invoices must be uploaded Suffolk's ProCore project collaboration website no later than the 15th of the month, projected out through the end of the month, in order to be included in that months progress payment invoice to the Owner. In the event the Subcontractor's invoice is not received by the Contractor by the 15th, then the Subcontractor's

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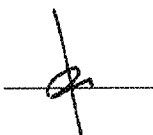
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invoice will not be processed until the following month's progress payment invoice is sent to the Owner.

109. This Subcontractor shall be responsible to receive, unload, distribute, handle, transport and protect their materials/work against damage until final acceptance. This Subcontractor shall put forth best effort to eliminate the potential of materials/work being damaged by others.
110. This Subcontractor is aware that if they are working on or near the surface of a finished product, the product must be properly protected against any damage. The protection and maintenance of protection throughout the course of the project will be the responsibility of this Subcontractor.
111. This Subcontractor shall designate and maintain a competent, dedicated, full time Superintendent/Foreman and Project Manager on the job at all times, from prior to the start of this Subcontractor's work through final completion.
112. This Subcontractor shall receive all direction from Suffolk Construction Company Inc., and shall not converse directly with the Architect, Engineer, Owner, or Owner's Agents unless directed in writing by Suffolk Construction Company Inc.
113. This Subcontractor is responsible for all costs related to incorrectly located or installed penetrations that were installed by this Subcontractor's own workforce.
114. ~~This Subcontractor shall provide core drilling as may be needed for all work required under this Subcontract. All holes required in post-tensioned slabs 10" or less shall be chipped, reinforcing steel exposed, and structural engineer of record shall review for final direction. All structural engineer's reviews, patching, steel cutting, or any other work related will be this Subcontractor's responsibility. For slabs greater than 10" thick, x-rays of areas to be cored will be required and core drilling of any structural elements requires specific prior written approval from Architect, Engineer and Contractor prior to proceeding.~~
115. The Subcontractor's bid proposal, with any listed inclusions, exclusions and/or clarifications is superseded by this Agreement.
116. In the event there is any ambiguity, conflict, or disagreement relative to items, or arrangements to be furnished under this subcontract, the Owner and/or Architect will determine which takes precedence. It is understood that the Subcontractor shall furnish the items or arrangements of greater quantity, better quality, or higher cost, as conclusively determined by the Owner and/or Architect at no additional cost to the Owner or Suffolk Construction Company, Inc. The intent is this Subcontractor shall include all work necessary for a complete system, as reasonably inferable from the contract documents, whether specifically shown or not.
117. Security of personnel, equipment, uninstalled materials, vehicles, on-site trailers temporary facilities, etc. is the sole responsibility of each Subcontractor through Final Completion. Any overall site security on behalf of Suffolk and/or the Owner or lack thereof, shall not lessen or transfer the Subcontractor's liability in the event of a loss. A loss of this nature will not be processed against the Builders Risk Policy for the project and the subcontractor shall be responsible for all costs of any such loss.
118. For claims against the Owner's Builder Risk policy, this Subcontractor is responsible for up to the \$10,000 deductible, per occurrence.

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119. Subcontractor shall protect the Work, material, and equipment against the threats of impending tropical storms, hurricanes, etc.; Subcontractor shall fully cooperate with Suffolk in securing this project to protect the public and property from injury and/or damage. This storm protection requirement is a part of this Subcontractors specific scope of work under this Contract. This Subcontractor acknowledges that this project is located on a barrier island and that 48 hours prior to landfall, mandatory evacuation will be required. This Subcontractor shall provide any and all manpower as necessary to secure and prepare the site in case of landfall, prior to mandatory evacuation period. Recovery of costs or damages due to a named storm, if any, will be limited to those costs recovered by Contractor from Owner and/or Builder's Risk insurance for Subcontractor provable storm related damages.
120. The Owner may not allow for billing for shop drawings, mobilizations, and stored materials that are not job specific. Materials, which are job specific, may be billed when stored on or off site with proper insurance and transfer of title subject to the Owner's and Lender's approval.
121. This Subcontractor certifies that he has anticipated the cost of Work under the subcontract and no additional compensation via direct payment or billable change orders will be authorized by Suffolk for changed conditions, escalations, force-majeure, etc. All pricing is guaranteed for the duration of the project.
122. This project will have a Contractor Controlled Insurance Program (CCIP) for general liability insurance and workman's compensation. The subcontractor will provide all documentation requested by the CCIP administrator to enroll in the CCIP. No exceptions will be granted. The subcontract value will be "net" reflecting full credit of general liability insurance and worker's compensation premium attributable to this project, based on the amount provided by subcontractor at time of bid. Value is subject to adjustment by CCIP Administrator after review of all supporting documentation. This Subcontractor shall fully comply at all times with requirements of the project CCIP Manual.
123. In addition to the documentation required by the CCIP program, this Subcontractor will be required to provide certified payroll on a weekly basis.
124. Each Subcontractor shall be responsible to provide any materials, and layout of those materials, built into other Subcontractor(s)' work, i.e., anchors, pipe sleeves, inserts, conduit pipes, lugs, clips, brackets, braces, hanger, bolts, miscellaneous metals, access panels and similar items. If the associated Subcontractor fails to supply or layout the embedded item to the Subcontractor at the time of installing the rough work, all cutting and patching will be the responsibility of that Subcontractor.
125. ~~This Subcontractor shall only use non-ferrous (i.e., stainless steel) inserts, fasteners, hardware, etc.~~
126. This Subcontractor shall obtain all one-time product approvals for any systems provided within this Scope of Work as required by the Contract Documents and/or authority having jurisdiction.
127. Provide delivery, receipt, handling, distribution, and storage and protection of all materials, equipment and fixtures under this scope of work. ~~Furnish, install and maintain protection of your work until final acceptance.~~
128. This Subcontractor is responsible to repair, replace or modify any erosion control measures as required to perform this scope of work.

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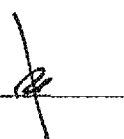
- ~~129. This Subcontract shall include cutting and demolition to complete this scope of work.~~
130. This Subcontractor shall provide all testing and certification required per the contract documents required to complete this scope of work, including any required after hours testing or testing preparation.
- ~~131. This Subcontractor shall furnish and install all necessary sleeves and required fire stopping, fire and smoke barrier caulking, and fire safing, as required by code, applicable agencies, and the Contract Documents. This Subcontractor must seal all fire and smoke penetrations with the proper UL assembly. All subcontractors are required to use the same brand of fire sealant (coordinate with Contractor). In addition, this Subcontractor shall provide a watertight seal/penetration at all slab penetrations. This Subcontractor has included silicone fire caulk as to accomplish both. This Subcontractor shall seal all penetrations on a daily basis.~~
- ~~132. This Subcontractor shall fully comply with the Contractor's Temporary Waterproofing Plan. This shall include daily repairing and/or replacing temporary waterproofing measures removed or damaged by this Subcontractor. Should this Subcontractor fail to comply, this Subcontractor will be responsible for any and all damage caused by failure to comply with Contractor's Temporary Waterproofing Plan.~~
133. Furnish and install any joint sealants required to complete this scope of work.
134. Include tags, labels, color coding and operating instructions required for this scope of work per the contract documents.
- ~~135. Furnish and install all blocking, bracing, hangers and support required to complete this scope of work.~~
- ~~136. Furnish and install all ceiling and wall access doors required to provide access for this scope of work. All access doors will be by a specific manufacturer so all the access doors provided by various subcontractors are the same throughout the project.~~
- ~~137. A minimum of one (1) representative of this Subcontractor will be present and will monitor each concrete pour. This Subcontractor has included overtime hours for this representative for pour watch.~~

ARTICLE I2: SPECIFIC SCOPE OF WORK

The Scope listed below is intended to highlight the Work of this Subcontract and does not intend to list each and every item required by the Contract Documents. This Subcontractor shall perform all Work required by the Contract Documents dated March 21, 2016.

Structural Steel (BP-002):

138. The subcontractor acknowledges that the details shown on the drawings are conceptual only and do not indicate the required number of bolts or welds sizes, unless specifically noted. All connections except for those critical connections completely detailed on the drawings, shall be designed and detailed by a qualified registered structural engineer.
139. Include engineered shop drawings including piece drawings; Include calculations, mill certifications, and product data. Include shop drawing schedule, erection schedule, deck schedule

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and floor turnover schedule coordinated with phasing plan.

- 140. This Subcontractor shall comply with Design Criteria's specified in FBC 2010 with High Velocity Wind Zone provision, Minimum Design Load for Buildings and Other Structures ASCE 7-10, and AISC LRFD Thirteenth edition (2005) and AWS D1.1 (2010) Requirement as described in plans and Specs. All Alternative design shall meet these respective Design Criteria's.
- 141. Structural Steel grade shall be in accordance with the requirements specified in drawing SO-0060 section B. Materials.
- 142. The Structural Steel fabricator in accordance with the Structural Steel crctor shall submit a complete method statement for all fabrication work and quality assurance.
- 143. ~~A minimum of one (1) representative of this Subcontractor will be present and will monitor each concrete pour. This Subcontractor has included overtime hours for this representative for pour watch.~~
- 144. This subcontract includes all structural steel work including but not limited to include all columns, beams, trusses, girders and bracing indicated or as required on the structural drawings. Include moment framing and braced frames as indicated. ~~Include coordination with architectural and mechanical drawings to ensure accurate detail and scope. (i.e. MEP framed openings, location of relieving angle etc.) Architectural and MEP plans shall be used as a supplement to the structural steel documents providing requirements for structural steel are indicated on the structural documents.~~
- 145. Fabricate beams with the natural camber up. Provide cambers as indicated in the drawings.
- 146. Connections fabricated and detailed by the fabricator shall be comply with minimum requirements of Two (2) 3/4" Diameter A325 Bolts per connection.
- 147. Furnish and deliver anchor bolts with template and other embeds for installation by others. Include precise placement drawing. Include survey of anchor bolt placement after placement. Include report in writing to contractor within 3 business days of survey. (3) Templates shall be furnished per configuration / type.
- 148. Provide base plates, leveling plates, bearing plates and misc. connection plates and angles as required. Include shims, splices and stiffeners as required.
- 149. Provide horizontal and vertical shear studs as required. Include cleanup of all debris before deck low down by others. Include removal of, but not limited to, ferrules and bolt ends.
- 150. Supply and install steel for Terrace Canopy at Amenity Deck.
- 151. ~~Supply and install steel for curtain wall header support as noted on Architectural, structural and per approved glazing shop drawings.~~
- 152. This subcontract includes dunnage steel as specifically shown in the structural drawings. Include misc. iron opening frames for all HVAC shafts as shown, stair openings, elevators, roof hatch, and roof vents as shown in the structural documents. Include size and location as needed. ~~In addition this subcontract includes additional openings as indicated on the architectural and MEP drawings which are not shown on the structural drawings. This subcontractor has included these framed openings. Deck Cutting by others.~~

Subcontractor Initials *SC*

SCCI Initials *AP*

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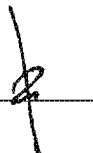
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153. ~~This subcontract includes support specifically at long span trusses including all continuous relieving angles, channel extension, kickers, angles connections, bracing, and column gussets as required. Include field erection and or adjustment of relieving angle.~~
154. This subcontract includes gravity and lateral supports for architectural precast as indicated on structural and architectural drawings. This subcontractor understands the precast details will not be finalized before shop drawings are started. Revising shop drawings for record submission is included. The precast connection types depicted on the documents are not a representation of the actual ones and therefore this subcontract shall include the detailing of the different types of precast connections. **Included as an allowance in #01 Article 12.4.**
155. Include column splices only as approved by engineer. Where not approved, this subcontractor includes full member.
156. This subcontractor is responsible to provide and install all steel to concrete (shear wall and column) connections as specifically shown in the structural drawings with in the allowable tolerances.
157. This Subcontractor is responsible to coordinate the installation of embed plates and columns with the Concrete Contractor.
158. This subcontractor shall provide all structural supports and misc. metal supports associated with the Precast V structures as specifically shown in the structural drawings.
159. This subcontract includes (shop fabricated) modified beam penetration quantities as detailed and specifically shown on the structural drawings. **Information to be coordinated prior to shop drawing stage.**
160. Provide all hot dipped galvanized metal deck unprimed. All composite metal deck to comply with requirement of table 1/SO4050.
161. All metal deck shall weld at 12" Max on center to support steel with a 5/8" diameter puddle weld. Side laps shall be fastened with #10" Tek Screw at 1'-6" max on center.
162. Includes cutting deck for framed openings specifically shown on structural drawings. Includes protection and maintenance of safety protection while on project floor. Layout for MEP openings will be by others. **Cutting decks for non-framed MEP openings by other.**
163. Include Steel members to be prepped as shown. Steel is fireproofed as indicated. Steel is to be free of mill scale and rust. Include galvanized steel as indicated. Include primed painted steel where indicated. Include specified prep at steel that is exposed to view, weather, and or atmosphere and as required per notes on SO-0060.
164. Include submission to superintendent of anticipated delivery tickets 48 hrs in advance. Includes submission of actual steel delivery tickets to SCCI on a daily basis.
165. This Subcontractor shall provide a concurrent erection and detailing operations plat , based on the mutually agreed schedule plan, to allow the start of the overbuild concrete operation on a phased basis and so as not to delay the start of the concrete operation consistent with the intended schedule of work and the achievement of the overall project time goals.

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166. Includes installation of 2- line safety cable at perimeter, along column line at elevated floors (as required) and framed openings. (i.e. shafts, stair, elevator). Maintenance shall be done while subcontractor is on floor. Installation of roof safety cable must be installed to avoid interference with roof installation per OSHA Standard.
167. ~~This subcontract includes receiving, hoisting, layout, and installation of precast slab embeds furnished by others. The precast subcontractor will provide layout drawings.~~
168. Provide temporary erection bracing as required to complete a successful installation of the Steel Structure.
169. This subcontractor shall schedule deck turnover per mutually agreed upon schedule.

EXCLUSIONS (Structural Steel):

170. All 3rd party inspections including NDE
171. DTI Washers
172. Crane pads /grading/stone/compacting
173. All Crane requirements, operator, maintenance, fuel and all related items
174. Bond cost
175. Couplers and all deformed bar anchors
176. Grouting of base plates
177. Bollards
178. Trench drains
179. Steel sleeves
180. Building permits
- 180a. Elevator Steel Items Not Specifically shown on the Structural Drawings

Miscellaneous Metal Fabrications (BP-0013)

181. Provide a complete Metal Fabrication scope of work including but not limited to misc metals, steel stairs, steel stair railings, ~~stair nosings, formed metal fabrications, stainless steel railings, architectural aluminum railings, metal decking~~ and metal fabrications in accordance with the contract documents and this scope of work.
182. Signed and sealed design calculations and shop drawings as required per contract documents.
183. This subcontractor shall provide embed/anchor bolt placement drawings and/or templates for all embedded items in sufficient time to allow for timely installation prior to the scheduled concrete pour. Items delivered to the jobsite for installation by others must include delivery paperwork, which must be verified, agreed as correct and signed by the receiving party. Delivery of embedded items shall be scheduled at least one (1) week in advance.
184. This Subcontractor is responsible for all shop prime painting for all work provided under this scope as required by the contract documents.
185. This Subcontractor shall furnish and install all required fasteners, anchors, bolts, plates, stiffeners, shims, welds, fastening equipment and all other materials/accessories for a complete and proper installation.
186. Furnish galvanized steel as required by the Contract Documents.
187. Furnish and install all steel framing and AG-01 Grating for the penthouse including but not limited to columns, beams, HSS steel, channel, moment connections, braced frames, catwalk framing, steel

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- grating platforms, roof framing, upper roof framing, tower framing and screen wall framing as required by the contract documents.
188. Furnish and install all AG-01 Grating for Penthouse enclosure system as specified by the contract documents.
189. Furnish and install all Doors and Frames for the Penthouse enclosure as specified in the contract documents.
190. ~~Furnish and install all steel (eg. framing, bent plate, angles, etc....) for all framed openings, and roof drain pipe support framing as required by the contract documents.~~
191. ~~Furnish and install all shear lugs and studs per contract documents~~
192. This subcontractor shall furnish elevator sump grating. Installation by others.
193. Furnish and install all steel access ladders per the contract documents
194. This subcontractor shall furnish and deliver all misc steel items to be embedded in concrete.
195. Furnish and install all metal stairs, grating, railings and guardrails per the contract documents.
196. ~~Furnish and install Stair Nosings in Metal Stairs. Furnish only in Concrete stairs—installation to be by others.~~
197. ~~Furnish and install all Stainless Steel Railings.~~
198. ~~Furnish and install all Architectural Aluminum Railings.~~
199. Furnish and install all Bollards for the parking garage and parking garage entrances as shown on the contract documents.
200. Furnish and install all pan stairs and landings as shown on the Contract Documents.
201. Furnish and Install AG-01 Screen Wall at level 255'0".
202. Furnish and Install all CMU Clips per detail 2/AO-7001. (Prime Painted Only)
203. Furnish and Install all Vanity Supports per Detail 1/AO-6114.
204. Furnish and Install all Corner Guards per note 26/GO-0006. (To be Prime Painted)

Exclusions (Misc. Metals)

205. Concrete for Pan Stairs
206. Hoisting's, Hoist Operator
207. Composite Clean-Up Crew
208. 3rd Party Inspections
209. Bonds
210. Glass Guard Rails
211. Car Cable Barriers
212. Steel Sleeves
213. Building Permits
214. Column Covers
215. Loose Lintels at CMU Walls
216. Field Touch-Ups on Prime Painted Material
217. Buy American Act Requirements
218. AESS Requirements
219. Trench Drains, Covers, Framing
220. Grout and Grouting
221. Elevator Steel

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ARTICLE 12.1: QUALITY / MANAGEMENT PROGRAM

222. This Subcontractor shall participate in the Contractor's, three-tier, Quality Management Program, including procedures for (1) Planning & Coordination, (2) First Delivery Inspections & Benchmarking and (3) Maintenance & Follow-up and designate an on-site Quality Control Representative, who can be the Subcontractor's full-time superintendent or foreman.
- a. Tier 1 -- The Planning and Coordination level of quality control begins upon executing the Subcontractor's Contract Agreement and prior to work being performed. The Subcontractor, along with the rest of the Project Team, is required to carefully review all construction documents, identify quality expectations and develop the Quality Management Plan. The Subcontractor will assist in identifying time frames for fabrication delivery and staging. The critical procurement activities shall be incorporated into the project's Baseline Schedule. The Subcontractor, along with the rest of the Project Team, shall be tasked with overseeing Quality Management issues throughout the project. The Subcontractor shall attend and participate in all Quality Management Meetings.
 - b. Tier 2 -- The First Delivery Inspection process entails the inspection of all materials delivered to the site, to be incorporated into the Work, to ensure that they meet the plans, specifications and approved submittals prior to installation. The Subcontractor shall execute First Delivery Inspections and notify the Contractor of compliance. Along with other members of the Project Team, The Subcontractor shall identify Benchmark requirements for first-time completion of identified sections of work. The Subcontractor shall notify the Contractor upon successful completion of all Benchmark items for Project Team approval, prior to proceeding with other like work. The Subcontractor shall work with the Contractor's Site Superintendent to ensure that all First Delivery Inspection and Benchmark Inspection documents are maintained. Benchmark Inspections are required for all Footings Foundations; Walls and Wall Forms; Structural Framing; Roof Systems; Exterior Facades; Interior Finishes and MEP Systems.
 - c. Tier 3 -- The Maintenance & Follow-up process begins upon satisfactorily completing the Benchmarks Inspections established. The Subcontractor shall ensure that subsequent assemblies and installations continue to meet or exceed the Benchmark standards established. The Subcontractor agrees to schedule regular inspections with the Contractor and document non-compliance. Quality Management and Benchmark issues will be reviewed at the Contractor's Weekly Foreman's Meeting and Monthly Schedule Meeting.
223. This Subcontractor shall provide a Quality Control Plan for the applicable scope of work. QC Plan to be submitted in PDF and Word format for approval by SCCI and design team.
224. This Subcontractor shall designate a QA/QC Manager to implement and monitor the QA/QC program. QA/QC inspections to be documented in this Subcontractor daily field reports.

ARTICLE 12.2: MOCK-UPS

N/A

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ARTICLE 12.3: ACCEPTED VALUE ENGINEERING

The following Value Engineering alternates have been accepted and incorporated into the Subcontract Scope of Work. This Subcontractor acknowledges that the Subcontract value and schedule includes any and all requirements for the proper incorporation of these Value Engineering alternates and no additional cost or time will be required to complete the work.

Item No.	Description	Amount
-------------	-------------	--------

ARTICLE 12.4: ALLOWANCES

The Subcontract Amount includes the following allowance(s). The allowances include the Subcontractor's mark-up for overhead, profit, taxes, insurance, bond, etc. Suffolk Construction Company Inc. will control these allowances in their entirety. Subcontractors will not be paid for any work they perform that is related to the allowance unless they receive written authorization from Suffolk Construction Company Inc., to proceed with the work. Lack of written approval from Suffolk will preclude the release of funds for these allowances. Subcontractors must also have daily work order tickets with a detailed description and location of the work performed signed by the Suffolk Superintendent verifying the labor and material that will be billed against each allowance. Payment will be made to the Subcontract for only completed work. Any allowance funds not used will be returned to Suffolk Construction Company Inc., in the form of a deductive change order. The following allowances are included in the Scope of Work:

Item No.	Description	Amount
01	Precast connections details SO-4070*	\$470,651

*To be Shop Assembled and Details to be incorporated at shop drawings submittal stage

ARTICLE 12.5: ALTERNATE SCOPES OF WORK

The following alternates are not included in the Subcontract Work and shall be available to the Owner and the Contractor at their option, at any point during the duration of the project, and include the Subcontractor's mark-up for overhead, profit, taxes, insurance, bond, and delivery (F.O.B. jobsite), and all other costs for a complete and proper installation. The Alternates are applied as adds or deducts to the Subcontract Amount. This Subcontractor acknowledges that the values of the Alternates include any and all requirements for the proper incorporation of these Alternates into the Scope of Work and no additional cost (over and above the stated cost of the Alternate) or time will be required to complete the work, including any acceleration that may be required to incorporate the changed or additional Work.

Item No.	Description	Add/Deduct	Amount
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Subcontractor Initials

SCCI Initials

Suffolk Construction Company, Inc.

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All Aboard Florida Overbuild Office 1

Miami, Florida

Scope of Work for: Structural Steel & Misc. Metals (BP-004 & BP-013)

Date: March 8, 2016

Rev. July 15, 2016

ARTICLE 12.6: UNIT PRICES

Unit Prices shall govern changes in the work, whether they are additions or deductions to the Subcontract Amount required during the course of the work. Unit Prices shall be total costs including the Subcontractor's labor burden, overhead, profit, taxes, insurance, bond, and delivery (F.O.B. jobsite) and all other costs for a complete and proper installation. The Unit Prices shall remain the same for the duration of the project, through the standard one (1) year warranty period from final completion.

Item No.	Description	Unit Price	U.O.M.
	Average of All Steel cost per ton for entire project LESS Mill		
01	Order value – Use for adjusting cost with final project in kind Tonnage. (Includes ALL cost for fully complete project less raw steel cost)		

ARTICLE 12.7: LABOR RATES

Hourly rates include all labor burden, overhead, profit, insurance, taxes, etc. The Labor Rates shall remain the same for the duration of the project, through the standard one (1) year warranty period from final completion.


Item No.	Description	Straight Time Rate	Overtime Rate
01	Superintendent	\$85.00/HR	\$115.00/HR
02	Iron Worker Foreman	\$70.00/HR	\$92.00/HR
03	Iron Worker	\$65.00/HR	\$85.00/HR
04	Certified Welder (Shop Labor)	\$65.00/HR	\$85.00/HR
05	General Foreman	\$75.00/HR	\$105.00/HR
06	75/100 Ton picker crane (operated)	\$195.00/HR	
07	Man lift (JLG Boomlift)	\$80.00/HR	
08	Forklift (LULL)	\$45.00/HR	
09	Welding Machine	\$26.00/HR	
10	Engineer	\$115.00/HR	\$145.00/HR
11	Detailer	\$85.00/HR	\$115.00/HR

END OF SCOPE

Subcontractor Initials



SCCI Initials



**2 MIAMI CENTRAL
JOB #216102**

**EXHIBIT A
LIST OF CONTRACT DOCUMENTS**

Page 1 of 1

Exhibit A	Index of Contract Documents
Exhibit A-1	List of Contract Drawings & Specifications
Exhibit B	The Scope of Work
Exhibit C	Sample Insurance Certificates
Exhibit D	OCIP/CCIP Addendum
Exhibit E	Accident Report Forms
Exhibit F	Subcontractor's Field Force Report
Exhibit H	BIM Rider
Exhibit J	Owner Direct Purchase Order
Exhibit L	LEED Score Card for Project
Exhibit M	Performance Bonds
Exhibit P	Warranty Letter
Exhibit Q	Jessica Lunsford Act
Exhibit R	Davis Bacon Wage Requirements
Rider S	Safety
Rider S-1	Hazardous Communication Regulation
Rider S-2	Hazardous Communication Program

ISSUE FOR CONSTRUCTION 03/21/16

Drawing No.	Drawing Title	Revision No.	Drawing Date	Set
AO-0000	SITE PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-0010	FIRE LIFE SAFETY - TEXT	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-0011	FIRE LIFE SAFETY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-0012	FIRE LIFE SAFETY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-0013	FIRE LIFE SAFETY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-0020	KEY PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-0021	KEY PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-0022	KEY PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-0023	KEY PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-0024	KEY PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1007	GROUND FLOOR - PART 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1008	GROUND FLOOR - PART 8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1027	MEZZANINE FLOOR - PART 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1028	MEZZANINE FLOOR - PART 8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1047	PLATFORM FLOOR - PART 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1048	PLATFORM LEVEL - PART 8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1067	PARKING FLOOR 1 - PART 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1068	PARKING FLOOR 1 - PART 8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1077	PARKING FLOOR 2 - PART 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1078	PARKING FLOOR 2 - PART 8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1107	OFFICE FLOOR 1 - PART 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1108	OFFICE FLOOR 1 - PART 8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1117	OFFICE FLOOR 2 - PART 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16

Drawing No.	Drawing Title	Revision No.	Drawing Date	Set
AO-1118	OFFICE FLOOR 2 - PART 8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1127	OFFICE FLOOR 3-10	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1210	ROOF LEVEL - PART 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1217	PENTHOUSE LOWER ROOF LEVEL - PART 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-1227	PENTHOUSE UPPER ROOF LEVEL - PART 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-2010	OVERALL EAST ELEVATION	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-2011	OVERALL WEST ELEVATION	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-2012	OVERALL NORTH ELEVATION	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-2013	OVERALL SOUTH ELEVATION	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-2020	ENLARGED EAST ELEVATION AT GROUND PARKING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-2021	ENLARGED WEST ELEVATION AT GROUND PARKING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-2022	ENLARGED NORTH AND SOUTH ELEVATION AT GROUND PARKING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-2023	ENLARGED SOUTH ELEVATION AT GROUND MECH ROOM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-2024	ENLARGED ELEVATIONS AT TERRACE	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-2510	KEY BUILDING SECTION NORTH - SOUTH	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-2511	KEY BUILDING SECTION EAST - WEST	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-2512	KEY BUILDING SECTION EAST - WEST TERRACE	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-3007	GROUND FLOOR REFLECTED CEILING PLAN - PART 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-3008	GROUND FLOOR REFLECTED CEILING PLAN - PART 8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-3067	UNDERSIDE OF PARKING LEVEL, 1 REFLECTED CEILING PLAN - PART 7	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-3068	UNDERSIDE OF PARKING LEVEL, 1 REFLECTED CEILING PLAN - PART 8	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-3107	OFFICE FLOOR 1 REFLECTED CEILING PLAN - PART 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-3108	OFFICE FLOOR 1 REFLECTED CEILING PLAN - PART 8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-3117	OFFICE FLOORS 2-10 REFLECTED CEILING PLAN	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-4007	ENLARGED CORE PLANS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-4027	ENLARGED CORE PLANS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16



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Drawing No.	Drawing Title	Revision No.	Drawing Date	Set
AO-4107	ENLARGED STAIR STD-17 PLANS AND SECTION	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-4108	ENLARGED STAIR STE-17 PLANS AND SECTION	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-4207	ENLARGED STAIR STD-18 PLANS AND SECTIONS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-4260	TYPICAL STAIR DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-4262	TYPICAL STAIR DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-4263	PHOTOLUMINESCENT MARKING DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-4307	ENLARGED ELEVATOR HOIST WAY SECTIONS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-4308	ENLARGED TYPICAL CAR LIFT SYSTEM - PLAN AND SECTIONS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-4360	ELEVATOR DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-4361	CAR ELEVATOR DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-5011	WALL TYPE 1	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-5012	WALL TYPE 2	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-5013	WALL TYPE 3	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-5014	WALL TYPE 4	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-5015	WALL TYPE 5	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-5016	WALL TYPE 6	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-5101	EXTERIOR WALL PLAN DETAILS 1	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-5102	EXTERIOR WALL PLAN DETAILS 2	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-5111	EXTERIOR WALL SECTION DETAILS 1	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-5112	EXTERIOR WALL SECTION DETAILS 2	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-5113	EXTERIOR WALL SECTION DETAILS 3	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-5114	EXTERIOR DETAILS - TERRACE	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-5120	TYP EXTERIOR CLADDING DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-5121	GLASS FIBER REINFORCED PRECAST PANEL CLADDING DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-5122	TYP MULLION DETAILS	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16

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Drawing No.	Drawing Title	Revision No.	Drawing Date	Set
AO-6123	TYP JOINT DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6124	TERRACE GLASS GAUDBRAIL ASSEMBLIES	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6130	ROOF DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6131	ROOF DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6132	ROOF DETAILS	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6006	GROUND FLOOR LOBBY ENLARGED PLAN AND RCP	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6007	GROUND FLOOR LOBBY ENLARGED PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6008	GROUND FLOOR RESTROOM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6009	GROUND FLOOR VALET OFFICE ENLARGED PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6017	TYPICAL ELEVATOR LOBBY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6018	AMENITIES FLOOR PUBLIC CORRIDORS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6019	AMENITIES FLOOR PUBLIC CORRIDORS CONT.	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6027	TYPICAL OFFICE FLOOR ENLARGED TOILET PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6028	OFFICE FLOOR 1 ENLARGED EVENT PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6029	OFFICE FLOOR 1 ENLARGED EVENT PLAN	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6111	INTERIOR DETAILS - LOBBY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6112	INTERIOR DETAILS - LOBBY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6113	INTERIOR DETAILS - LOBBY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6114	INTERIOR DETAILS - LOBBY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6115	INTERIOR DETAILS - ELEVATOR LOBBY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6116	INTERIOR DETAILS AT PARKING LOUNGE	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6117	INTERIOR DETAILS - BAFFLE CEILING DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6118	INTERIOR DETAILS - BAFFLE CEILING DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6119	INTERIOR DETAILS - RESTROOMS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6120	INTERIOR DETAILS - RESTROOMS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6121	INTERIOR DETAILS - BACK PAINTED GLASS DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16

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Drawing No.	Drawing Title	Revision No.	Drawing Date	Set
AO-6122	METAL PANEL CLADDING AT COLUMN DETAILS	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-6180	TYPICAL OFFICE ELEVATOR CAB	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-7001	PARTITION TYPES	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-7002	PARTITION DETAILS	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-7003	PARTITION DETAILS	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-7004	MASONRY DETAILS	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-7100	DOOR SCHEDULE & TYPES	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-7101	EXTERIOR DOOR DETAILS	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-7102	DOOR DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
AO-7103	DOOR DETAILS	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
Electrical				
ELO-1007	GROUND FLOOR - LIGHTING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-1008	GROUND FLOOR - LIGHTING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-1017	MEZZANINE FLOOR - LIGHTING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-1018	MEZZANINE FLOOR - LIGHTING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-1047	PLATFORM LEVEL - LIGHTING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-1048	PLATFORM LEVEL - LIGHTING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-1067	PARKING FLOOR 1 - LIGHTING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-1068	PARKING FLOOR 1 - LIGHTING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-1069	PARKING FLOOR 2 - LIGHTING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-1070	PARKING FLOOR 2 - LIGHTING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-1107	AMENITIES FLOOR - LIGHTING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-1108	AMENITIES FLOOR - LIGHTING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-1110	OFFICE FLOOR 2-10 - LIGHTING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-1210	MECHANICAL FLOOR - LIGHTING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-1220	ROOF PLAN AND TOP OF BULK HEAD - LIGHTING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16



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Drawing No.	Drawing Title	Revision No.	Drawing Date	Set
ELO-2001	PHOTOMETRIC CALCULATIONS - PARKING LEVEL 1 NORMAL	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-2002	PHOTOMETRIC CALCULATIONS - PARKING LEVEL 1 LIFE SAFETY	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-2003	PHOTOMETRIC CALCULATIONS - PARKING LEVEL 2 NORMAL	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-2004	PHOTOMETRIC CALCULATIONS - PARKING LEVEL 2 LIFE SAFETY	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-2005	PHOTOMETRIC CALCULATIONS - TYPICAL SHELL SPACE LIFE SAFETY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-2005	PHOTOMETRIC CALCULATIONS - TYPICAL SHELL SPACE LIFE SAFETY	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-2006	PHOTOMETRIC CALCULATIONS - STAIR B	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-2006	PHOTOMETRIC CALCULATIONS - STAIR B	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-2007	PHOTOMETRIC CALCULATIONS - MISCELLANEOUS SPACES LIFE SAFETY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
ELO-2007	PHOTOMETRIC CALCULATIONS - MISCELLANEOUS SPACES LIFE SAFETY	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-0000	ELECTRICAL LEGEND & GENERAL NOTES	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-1001	ELECTRICAL ENLARGED PLANS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-4002	ELECTRICAL ENLARGED PLANS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-4003	ELECTRICAL ENLARGED PLANS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-4004	ELECTRICAL ENLARGED PLANS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-4005	ELECTRICAL ENLARGED PLANS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-5001	ELECTRICAL RISER DIAGRAM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-5002	ELECTRICAL RISER DIAGRAM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-5003	GROUNDING RISER DIAGRAM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-6001	LIGHTING CONTROL DIAGRAM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-6002	LIGHTING FIXTURE SCHEDULE-1	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-6002	LIGHTING FIXTURE SCHEDULE-1	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-6003	LIGHTING FIXTURE SCHEDULE-2	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-6003	LIGHTING FIXTURE SCHEDULE-2	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-7001	ELECTRICAL DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16

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Drawing No.	Drawing Title	Revision No.	Drawing Date	Set
EO-8001	PANEL SCHEDULES - GROUND FLOOR	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-8002	PANEL SCHEDULES - PARKING LEVELS 1-2	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-8003	PANEL SCHEDULES - AMENITIES/OFFICE FLOOR 1	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-8004	PANEL SCHEDULES - OFFICE FLOORS 2-4	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-8005	PANEL SCHEDULES - OFFICE FLOORS 5	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-8006	PANEL SCHEDULES - OFFICE FLOORS 6-8	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-8006	PANEL SCHEDULES - OFFICE FLOORS 6-8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-8007	PANEL SCHEDULES - OFFICE FLOOR 9	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-8008	PANEL SCHEDULES - OFFICE FLOOR 10	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-8009	ELECTRICAL SCHEDULES	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9001	LIGHTING FIXTURE ILLUSTRATION - 1	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9001	LIGHTING FIXTURE ILLUSTRATION - 1	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9002	LIGHTING FIXTURE ILLUSTRATION - 2	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9002	LIGHTING FIXTURE ILLUSTRATION - 2	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9003	LIGHTING FIXTURE ILLUSTRATION - 3	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9003	LIGHTING FIXTURE ILLUSTRATION - 3	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9004	LIGHTING FIXTURE ILLUSTRATION - 4	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9004	LIGHTING FIXTURE ILLUSTRATION - 4	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9005	LIGHTING FIXTURE ILLUSTRATION - 5	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9005	LIGHTING FIXTURE ILLUSTRATION - 5	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9006	LIGHTING FIXTURE ILLUSTRATION - 6	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9006	LIGHTING FIXTURE ILLUSTRATION - 6	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9007	LIGHTING FIXTURE ILLUSTRATION - 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9007	LIGHTING FIXTURE ILLUSTRATION - 7	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9008	LIGHTING FIXTURE ILLUSTRATION - 8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9008	LIGHTING FIXTURE ILLUSTRATION - 8	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16

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EO-9009	LIGHTING FIXTURE ILLUSTRATION - 9	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9009	LIGHTING FIXTURE ILLUSTRATION - 9	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9010	LIGHTING FIXTURE ILLUSTRATION-10	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9010	LIGHTING FIXTURE ILLUSTRATION-10	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9011	LIGHTING FIXTURE ILLUSTRATION-11	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9011	LIGHTING FIXTURE ILLUSTRATION-11	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9012	LIGHTING FIXTURE ILLUSTRATION-12	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EO-9012	LIGHTING FIXTURE ILLUSTRATION-12	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EPO-1007	GROUND FLOOR - POWER	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EPO-1006	GROUND FLOOR - POWER	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EPO-1017	MEZZANINE FLOOR - POWER	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EPO-1018	MEZZANINE FLOOR - POWER	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EPO-1047	PLATFORM LEVEL - POWER	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EPO-1048	PLATFORM LEVEL - POWER	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EPO-1067	PARKING FLOOR 1 - POWER	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EPO-1068	PARKING FLOOR 1 - POWER	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EPO-1069	PARKING FLOOR 2 - POWER	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EPO-1070	PARKING FLOOR 2 - POWER	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EPO-1107	AMENITIES FLOOR - POWER	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EPO-1108	AMENITIES FLOOR - POWER	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EPO-1110	OFFICE FLOOR 2-10 - POWER	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EPO-1210	MECHANICAL FLOOR - POWER	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EPO-1220	ROOF - POWER	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
EXCLUDE MAINTENANCE				
F40-0001	INDEX & GENERAL NOTES	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FMO-1227	ROOF PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16

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FMO-2010	EAST & NORTH ELEVATIONS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FMO-2011	SOUTH & WEST ELEVATIONS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FMO-2510	SECTIONS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FMO-2511	ISOMETRIC VIEWS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FMO-5101	FACADE ACCESS EQUIPMENT DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16

Fire Alarm

FO-0000	FIRE ALARM LEGEND & GENERAL NOTES	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FO-1007	GROUND FLOOR - FIRE ALARM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FO-1008	GROUND FLOOR - FIRE ALARM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FO-1017	MEZZANINE FLOOR - FIRE ALARM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FO-1067	PARKING FLOOR 1 - FIRE ALARM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FO-1068	PARKING FLOOR 1 - FIRE ALARM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FO-1069	PARKING FLOOR 2 - FIRE ALARM	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FO-1070	PARKING FLOOR 2 - FIRE ALARM	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FO-1107	AMENITIES FLOOR - FIRE ALARM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FO-1108	AMENITIES FLOOR - FIRE ALARM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FO-1110	OFFICE FLOOR 2-10 - FIRE ALARM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FO-1210	MECHANICAL FLOOR - FIRE ALARM	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FO-2001	FIRE ALARM RISER DIAGRAM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FO-7001	FIRE ALARM DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
Fire Protection				
FP0-0000	FIRE PROTECTION LEGENDS & GENERAL NOTES	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FP0-1007	GROUND FLOOR - FIRE PROTECTION	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FP0-1017	MEZZANINE FLOOR - FIRE PROTECTION	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FP0-1047	UNDER RAIL FLOOR - FIRE PROTECTION	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FP0-1057	PARKING 1 - FIRE PROTECTION	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FP0-1067	PARKING 2 - FIRE PROTECTION	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16



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FPO-1107	AMENITIES FLOOR - FIRE PROTECTION	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FPO-1109	TYPICAL OFFICE FLOOR 2-10 - FIRE PROTECTION	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
FPO-1210	MECHANICAL FLOOR - FIRE PROTECTION	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
General				
GO-0002	DRAWING LIST	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GC-000	COVER SHEET	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-0001	VOLUME 1 ARCHITECTURE	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-0002	DRAWING LIST	4	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-0002	DRAWING LIST	5	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-0002	DRAWING LIST	6	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-0002	DRAWING LIST	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-0002	DRAWING LIST	2	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-0002	DRAWING LIST	3	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-0002	DRAWING LIST	7	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-0002	DRAWING LIST	9	03/21/2016	ISSUE FOR CONSTRUCTION 03/23/16
GO-0002	DRAWING LIST	8	03/21/2016	ISSUE FOR CONSTRUCTION 03/23/16
GO-002X	VOLUME 2 - FACADE MAINTENANCE	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-003X	VOLUME 3 LANDSCAPE	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-004x	VOLUME 4 - STRUCTURE	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-0005	ABBREVIATIONS, SYMBOLS, MOUNTING HEIGHTS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-005X	VOLUME 5 - ELECTRICAL	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-0006	PROJECT NOTES GENERAL & MATERIAL RELATED	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-006X	VOLUME 6 - FIRE ALARM	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-0007	PROJECT NOTES - MATERIAL / KEYNOTE LIST	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/23/16
GO-007X	VOLUME 7 - FIRE PROTECTION	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-0008	PROJECT NOTES - MATERIAL / KEYNOTE LIST	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16

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GO-008X	VOLUME 8 - MECHANICAL	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-009X	VOLUME 9 - PLUMBING	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
GO-010X	VOLUME 10 - TECHNOLOGY	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
Interior				
LH-101	AMENITY LEVEL- HARDSCAPE MATERIALS AND DETAIL CALLOUT PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
Landscape				
LG-101	AMENITY LEVEL GRADING PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
LK-201	AMENITY LEVEL- HARDSCAPE LAYOUT AND DIMENSION PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
LH-501	AMENITY LEVEL- HARDSCAPE DETAILS/ SECTIONS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
LH-502	AMENITY LEVEL- HARDSCAPE DETAILS/ SECTIONS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
LH-503	AMENITY LEVEL- HARDSCAPE DETAILS/ SECTIONS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
LI-001	AMENITY LEVEL- IRRIGATION NOTES	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
LI-101	AMENITY LEVEL- IRRIGATION PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
LP-101	AMENITY LEVEL- LANDSCAPE PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
LP-301	LANDSCAPE NOTES DETAILS & PLANT PALETTE	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
Mechanical				
MO-0000	MECHANICAL LEGENDS & GENERAL NOTES	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-1007	GROUND FLOOR - DUCTWORK	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-1008	GROUND FLOOR - DUCTWORK	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-1017	MEZZANINE FLOOR - DUCTWORK	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-1018	MEZZANINE FLOOR - DUCTWORK	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-1047	PLATFORM FLOOR - DUCTWORK	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-1048	PLATFORM LEVEL - DUCTWORK	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-1067	PARKING FLOOR 1 - DUCTWORK	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-1068	PARKING FLOOR 1 - DUCTWORK	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-1069	PARKING LEVEL 2 - DUCTWORK	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-1070	PARKING LEVEL 2 - DUCTWORK	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16



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NO-1107	AMENITIES FLOOR - DUCTWORK	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
NO-1108	AMENITIES FLOOR - DUCTWORK	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
NO-1110	OFFICE FLOOR 2-10 - DUCTWORK	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
NO-1210	MECHANICAL FLOOR - DUCTWORK	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
NO-1220	MECHANICAL ROOF PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-4000	MECHANICAL ENLARGED PLANS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-4001	MECHANICAL ENLARGED PLANS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-4002	MECHANICAL ENLARGED PLANS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-1003	MECHANICAL ENLARGED PLANS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-4100	MECHANICAL SECTIONS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-5000	MECHANICAL RISERS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-5000	MECHANICAL CONTROLS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-5001	MECHANICAL CONTROLS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-5002	MECHANICAL CONTROLS	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-6100	MECHANICAL CONTROLS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-6101	MECHANICAL CONTROLS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-7000	MECHANICAL DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-7001	MECHANICAL DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-7002	MECHANICAL DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-7003	MECHANICAL DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-7004	MECHANICAL DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
MO-8000	MECHANICAL SCHEDULES	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
Plumbing				
PO-0000	PLUMBING LEGENDS & GENERAL NOTES	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
PO-1007	GROUND FLOOR - PLUMBING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
PO-1017	MEZZANINE FLOOR - PLUMBING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16

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PO-1047	PLATFORM FLOOR - PLUMBING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
PO-1057	PARKING 1 - PLUMBING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
PO-1058	PARKING 1 - PLUMBING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
PO-1067	PARKING 2 - PLUMBING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
PO-1068	PARKING 2 - PLUMBING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
PO-1107	AMENITIES FLOOR - PLUMBING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
PO-1108	AMENITIES FLOOR - PLUMBING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
PO-1109	OFFICE FLOOR 2-9 - PLUMBING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
PO-1110	OFFICE FLOOR LEVEL 10 - PLUMBING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
PO-1210	MECHANICAL FLOOR - PLUMBING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
PO-1220	ROOF PLAN AND TOP OF BULK HEAD - PLUMBING	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
PO-4000	PLUMBING ENLARGED PLANS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
PO-4001	RISER DIAGRAMS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
PO-7000	PLUMBING DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
Structural				
SO-0010	SYSTEM DESCRIPTION AND SHEET LIST	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-0020	SYMBOLS & ABBREVIATIONS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-0030	GENERAL NOTES SPECIAL INSPECTION NOTES & SCHEDULES	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-0050	CONCRETE NOTES	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-0060	STEEL & METAL DECK NOTES	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-0100	LOADING DIAGRAMS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-1067	OBI PARKING LEVEL 1 PART PLAN 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-1068	OBI PARKING LEVEL 1 PART PLAN 8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-1077	OBI PARKING LEVEL 2 PART PLAN 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-1078	OBI PARKING LEVEL 2 PART PLAN 8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-1087	OBI INTERMEDIATE PARKING LEVEL 2 STRUCTURE PART PLAN 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16

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SO-1088	OBI INTERMEDIATE PARKING LEVEL 2 STRUCTURE PART PLAN 8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-1107	OBI OFFICE LEVEL 1/AMENITIES LEVEL PART PLAN 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-1108	OBI OFFICE LEVEL 1/AMENITIES LEVEL PART PLAN 8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-1117	OBI OFFICE LEVEL 2/AMENITIES LEVEL ROOF PART PLAN 7	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-1118	OBI OFFICE LEVEL 2/AMENITIES LEVEL ROOF PART PLAN 8	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-1127	OBI OFFICE LEVEL 3 PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-1137	OBI OFFICE LEVEL 4 PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-1147	OBI OFFICE LEVELS 5 TO 10 PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-1207	OBI ROOF LEVEL PLAN	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-1217	OBI PENTHOUSE LOWER ROOF LEVEL	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-2107	OBI CORE WALL ELEVATIONS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-2117	OBI CORE WALL ELEVATIONS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-2307	OBI TRANSFER TRUSS ELEVATIONS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-2308	OBI TRANSFER TRUSS ELEVATIONS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-3050	REINFORCED CONCRETE SLAB SCHEDULE AND DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-3060	REINFORCED CONCRETE BEAM SCHEDULE AND DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-3080	REINFORCED CONCRETE SHEAR WALL SCHEDULE AND DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-3081	REINFORCED CONCRETE SHEAR WALL DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-3090	REINFORCED CONCRETE CORE SLAB LAYOUT	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-3091	REINFORCED CONCRETE CORE SLAB LAYOUT	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-3100	REINFORCED CONCRETE LINK BEAM SCHEDULE & DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-4010	STRUCTURAL STEEL DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-4020	STRUCTURAL STEEL COLUMN SCHEDULE	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-4021	STRUCTURAL STEEL COLUMN DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-4030	STRUCTURAL STEEL EMBED DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-4040	STRUCTURAL STEEL TRANSFER TRUSS DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16



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SO-4041	STRUCTURAL STEEL TRANSFER TRUSS DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-4042	STRUCTURAL STEEL TRANSFER TRUSS DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-4043	STRUCTURAL STEEL TRANSFER TRUSS DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-4044	STRUCTURAL STEEL TRANSFER TRUSS DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-4045	STRUCTURAL STEEL DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-4050	METAL DECK SLAB SCHEDULE AND DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-4060	MECHANICAL DUNNAGE	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-4070	CLADDING CONNECTION DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
SO-4071	ROOF MECHANICAL SCREEN DETAILS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
Telecommunications				
TO-0000	TECHNOLOGY LEGENDS & GENERAL NOTES	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
TO-1007	GROUND FLOOR - TECHNOLOGY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
TO-1008	GROUND FLOOR - TECHNOLOGY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
TO-1017	MEZZANINE FLOOR - TECHNOLOGY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
TO-1067	PARKING FLOOR 1-2 - TECHNOLOGY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
TO-1107	AMENITIES FLOOR - TECHNOLOGY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
TO-1108	AMENITIES FLOOR - TECHNOLOGY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
TO-1110	OFFICE FLOOR 2-10 - TECHNOLOGY	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
TO-1210	PENTHOUSE FLOOR - TECHNOLOGY	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
TO-1220	ROOF FLOOR - TECHNOLOGY	0	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
TO-5000	TECHNOLOGY GROUNDING RISER DIAGRAM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
TO-5001	TECHNOLOGY CONDUIT RISER DIAGRAM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
TO-5002	TECHNOLOGY PAGING RISER DIAGRAM	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
TO-7000	VOICE DATA DETAIL 1	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
TO-7002	SECURITY AND PAGING DETAIL	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16
TO-7004	SECURITY DOOR DETAILS 1	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16



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Drawing No.	Drawing Title	Revision No.	Drawing Date	Set
TR-4000	OBI-TECHNOLOGY ENLARGED PLANS	1	03/21/2016	ISSUE FOR CONSTRUCTION 03/21/16

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OB1 100% GMP Specs Specifications

Number	Description	Revision	Issued Date	Received Date	Set
03 - Concrete					
03 30 00	Cast-in-Place Concrete	0	09/24/15	12/14/15	OB1 100% GMP Specs
04 - Masonry					
04 20 00	Unit Masonry	0	12/11/15	12/14/15	OB1 100% GMP Specs
05 - Metals					
05 12 00	Structural Steel Framing	0	09/24/15	12/14/15	OB1 100% GMP Specs
05 31 00	Steel Decking	0	09/24/15	12/14/15	OB1 100% GMP Specs
05 40 00	Cold-Formed Metal Framing	0	12/11/15	12/14/15	OB1 100% GMP Specs
05 50 00	Metal Fabrications	0	12/11/15	12/14/15	OB1 100% GMP Specs
05 60 00	Metal Stairs	0	12/11/15	12/14/15	OB1 100% GMP Specs
05 70 00	Decorative Metal	0	12/11/15	12/14/15	OB1 100% GMP Specs
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	0	12/11/15	12/14/15	OB1 100% GMP Specs
06 40 00	Architectural Woodwork	0	12/11/15	12/14/15	OB1 100% GMP Specs
07 - Thermal and Moisture Protection					
07 13 00	Sheet Waterproofing	0	12/11/15	12/14/15	OB1 100% GMP Specs
07 14 00	Cold-Applied Waterproofing Membrane	0	12/11/15	12/14/15	OB1 100% GMP Specs
07 16 00	Cementitious and Reactive Waterproofing	0	12/11/15	12/14/15	OB1 100% GMP Specs
07 23 00	Building Insulation	0	12/11/15	12/14/15	OB1 100% GMP Specs
07 54 00	Thermoplastic Membrane Roofing	0	12/11/15	12/14/15	OB1 100% GMP Specs
07 52 00	Sheet Metal Flashing and Trim	0	12/11/15	12/14/15	OB1 100% GMP Specs
07 65 00	Flexible Flashing	0	12/11/15	12/14/15	OB1 100% GMP Specs
07 70 00	Roof and Wall Specialties and Accessories	0	12/11/15	12/14/15	OB1 100% GMP Specs
07 81 00	Applied Fireproofing	0	12/11/15	12/14/15	OB1 100% GMP Specs
07 84 00	Firestopping	0	12/11/15	12/14/15	OB1 100% GMP Specs
07 92 00	Joint Sealants	0	12/11/15	12/14/15	OB1 100% GMP Specs
07 95 13	Expansion Joint Cover Assemblies	0	12/11/15	12/14/15	OB1 100% GMP Specs
08 - Openings					
08 11 13	Hollow Metal Doors and Frames	0	12/11/15	12/14/15	OB1 100% GMP Specs
08 14 00	Wood Doors	0	12/11/15	12/14/15	OB1 100% GMP Specs
08 31 00	Access Doors and Panels	0	12/11/15	12/14/15	OB1 100% GMP Specs
08 70 00	Hardware	1	03/21/16	03/23/16	OB1 100% GMP Specs
08 70 00	Hardware	0	12/11/15	12/14/15	OB1 100% GMP Specs
09 - Finishes					
09 21 17	Gypsum Board Systems	0	12/11/15	12/14/15	OB1 100% GMP Specs

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Number	Description	Revision	Issued Date	Received Date	Set
09 24 00	Portland Cement Plaster (STUCCO)	0	12/11/15	12/14/15	OB1 100% GMP Specs
09 31 00	Acoustical Ceilings	0	12/11/15	12/14/15	OB1 100% GMP Specs
10 - Specialties					
10 44 00	Fire Extinguishers Cabinets And Accessories	0	12/11/15	12/14/15	OB1 100% GMP Specs
11 - Equipment					
11 24 23	Facade Access Equipment	1	03/23/16	03/23/16	OB1 100% GMP Specs
11 40 00	Kitchen Equipment	0	12/11/15	12/14/15	OB1 100% GMP Specs
21 - Fire Suppression					
21 05 00	Common Work Results for Fire Suppression	0	12/11/15	12/14/15	OB1 100% GMP Specs
21 05 17	Sleeves And Sleeve Seals For Fire Suppression Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
21 05 18	Escutcheons For Fire Suppression Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
21 05 23	General-Duty Valves for Fire Protection Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
21 05 53	Identification for Fire-Suppression Piping and Equipment	0	12/11/15	12/14/15	OB1 100% GMP Specs
21 11 00	Facility Fire-Suppression Water-Service Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
21 13 13	Wet-Pipe Sprinkler Systems	0	12/11/15	12/14/15	OB1 100% GMP Specs
21 31 13	Electric-Drive Centrifugal Fire Pumps	1	03/23/16	03/23/16	OB1 100% GMP Specs
21 31 13	Electric-Drive Centrifugal Fire Pumps	0	12/11/15	12/14/15	OB1 100% GMP Specs
21 39 00	Controllers For Fire Pump Drivers	1	03/23/16	03/23/16	OB1 100% GMP Specs
21 39 00	Controllers For Fire Pump Drivers	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 - Plumbing					
22 05 00	Common Work Results for Plumbing	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 05 13	Common Motor Requirements for Plumbing Equipment	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 05 16	Expansion Fittings and Loops for Plumbing Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 05 17	Sleeve Seals Seals for Plumbing Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 05 18	Escutcheons For Plumbing Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 05 19	Meters and Cages for Plumbing Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 05 23	General-Duty Valves for Plumbing Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 05 53	Identification for Plumbing Piping and Equipment	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 07 19	Plumbing Piping Insulation	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 08 00	Commissioning of Plumbing	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 11 13	Facility Fuel-Oil Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 11 16	Domestic Water Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 11 19	Domestic Water Piping Specialties	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 11 22	Facility Natural Gas Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 11 23	Domestic Water Pumps	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 11 23 13	Domestic Water Packaged Boosters Pumps	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 13 16	Sanitary Waste and Vent Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs

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Number	Description	Revision	Issued Date	Received Date	Set
22 13 19	Sanitary Waste Piping Specialties	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 14 13	Storm Drainage Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 14 23	Storm Drainage Piping Specialties	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 14 29	Sump Pumps	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 33 00	Electric Domestic Water Heaters	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 42 13 13	Commercial Water Closets	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 42 13 16	Commercial Urinals	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 42 16 13	Commercial Lavatories	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 42 16 16	Commercial Sinks	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 42 33	Commercial Showers Receptors, And Basins	0	12/11/15	12/14/15	OB1 100% GMP Specs
22 47 16	Pressure Water Coolers	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 - Heating, Ventilating, and Air Conditioning (HVAC) (FOR REFERENCE ONLY)					
23 00 00	Common Requirements For HVAC	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 00 10	Basic Mechanical Requirements	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 01 10	Variable Frequency Drives	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 05 00	Common Work Results For HVAC	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 05 13	Common Motor Requirements for HVAC Equipment	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 05 16	Expansion Fittings and Loops for HVAC Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 05 17	Sleeves and Sleeve For HVAC Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 05 18	Escutcheons For HVAC Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 05 19	Meters and Gages for HVAC Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 05 23	General-Duty Valves for HVAC Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 05 29	Hangers and Supports for HVAC Piping and Equipment	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 05 48 13	Vibration Controls for HVAC	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 05 53	Identification for HVAC Piping and Equipment	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 05 93	Testing Adjusting and Balancing for HVAC	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 07 13	Duct Insulation	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 07 19	HVAC Piping Insulation	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 08 00	Commissioning of HVAC	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 09 00	Instrumentation and Control for HVAC	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 09 01	CO and NO2 Gas Detection System	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 21 13	Hydronic Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 21 16	Hydronic Piping Specialties	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 21 23	Hydronic Pumps	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 23 00	Refrigerant Piping	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 25 13	Water Treatment for Closed Loop Hydronic Systems	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 25 33	HVAC MAKEUP-WATER FILTRATION EQUIPMENT	1	03/23/16	03/23/16	OB1 100% GMP Specs
23 25 33	HVAC Makeup-Water Filtration Equipment	0	12/18/15	12/19/15	OB1 100% GMP Specs

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Number	Description	Revision	Issued Date	Received Date	Set
23 31 13	Metal Ducts	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 33 00	Air Duct Accessories	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 34 23	HVAC Power Ventilators	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 34 33	Air Curtains	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 36 00	Air Terminal Units	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 37 13	Diffusers Registers and Grilles	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 38 13	Commercial Kitchen Hoods	1	03/21/16	03/23/16	OB1 100% GMP Specs
23 38 13	Commercial Kitchen Hoods	0	12/18/15	12/14/15	OB1 100% GMP Specs
23 41 00	Particulate Air Filtration	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 62 00	Packaged Compressor and Condenser Units	1	03/21/16	03/23/16	OB1 100% GMP Specs
23 62 00	Packaged Compressor and Condenser Units	0	12/18/15	12/14/15	OB1 100% GMP Specs
23 64 26	Rotary-Screw Water Chillers	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 65 00	Cooling Towers	1	03/21/16	03/23/16	OB1 100% GMP Specs
23 65 00	Cooling Towers	0	12/18/15	12/14/15	OB1 100% GMP Specs
23 73 13	Modular Indoor Central-Station Air-Handling Units	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 81 15	Split-System Air-Conditioners VRF Non-Simultaneous Heating and Cooling	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 81 26	Split-System Air-Conditioners	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 81 46 13	Water-Source Unitary Heat Pumps	1	03/21/16	03/23/16	OB1 100% GMP Specs
23 81 46 13	Water-Source Unitary Heat Pumps	0	12/18/15	12/14/15	OB1 100% GMP Specs
23 82 16 14	Electric Resistance Air-Coils	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 82 19	Fan Coil Units	0	12/11/15	12/14/15	OB1 100% GMP Specs
23 81 46	Water-Source Unitary Heat Pumps	0	03/21/16	03/23/16	OB1 100% GMP Specs
26 - Electrical					
26 00 10	Basic Electrical Requirements	0	12/11/15	12/14/15	OB1 100% GMP Specs
26 00 80	Test and Performance Verification	0	12/11/15	12/14/15	OB1 100% GMP Specs
26 05 19	Low-Voltage Electrical Power Conductors and Cables	0	12/11/15	12/14/15	OB1 100% GMP Specs
26 05 26	Grounding and Bonding for Electrical Systems	0	12/11/15	12/14/15	OB1 100% GMP Specs
26 05 29	Hangers and Supports for Electrical Systems	0	12/11/15	12/14/15	OB1 100% GMP Specs
26 05 33	Raceways and Boxes for Electrical systems	0	12/11/15	12/14/15	OB1 100% GMP Specs
26 05 43	Underground Ducts and Raceways for Electrical Systems	0	12/11/15	12/14/15	OB1 100% GMP Specs
26 05 53	Identification for Electrical Systems	0	12/11/15	12/14/15	OB1 100% GMP Specs
26 09 00	Commission of Electrical	0	12/11/15	12/14/15	OB1 100% GMP Specs
26 09 13	Electrical Power Monitoring	0	12/11/15	12/14/15	OB1 100% GMP Specs
26 09 43	Network Lighting Controls	1	03/23/16	03/23/16	OB1 100% GMP Specs
26 22 00	Low-Voltage Transformers	0	12/11/15	12/14/15	OB1 100% GMP Specs
26 24 13	Switchboards	0	12/11/15	12/14/15	OB1 100% GMP Specs
26 24 16	Panelboards	0	12/11/15	12/14/15	OB1 100% GMP Specs
26 24 20	Safety Switches	0	12/11/15	12/14/15	OB1 100% GMP Specs

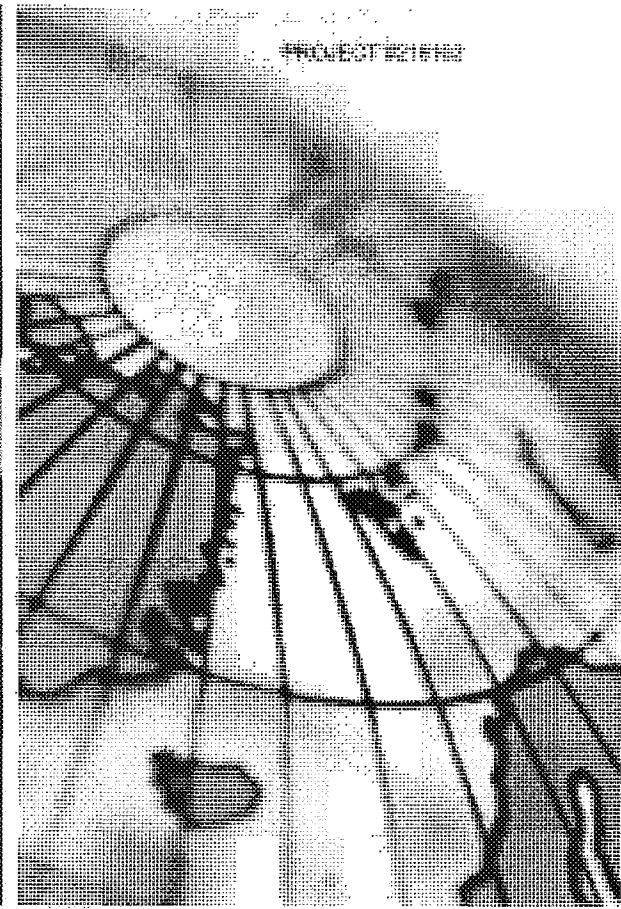
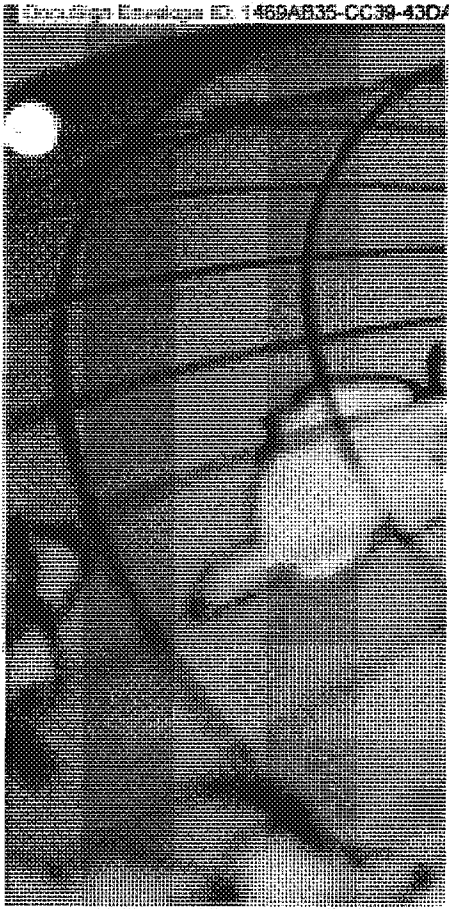


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Number	Description	Revision	Issued Date	Received Date	Set
26 25 00	Enclosed Bus Assemblies	0	12/11/15	12/14/15	OBI 100% GMP Specs
26 27 26	Writing Devices	0	12/11/15	12/14/15	OBI 100% GMP Specs
26 28 13	Fuses	0	12/11/15	12/14/15	OBI 100% GMP Specs
26 28 16	Enclosed Switches and Circuit Breakers	0	12/11/15	12/14/15	OBI 100% GMP Specs
26 32 13	Engine Generators	0	12/11/15	12/14/15	OBI 100% GMP Specs
26 36 00	Automatic Transfer Switches	0	12/11/15	12/14/15	OBI 100% GMP Specs
26 41 13	Lightning Protection for Structures	0	12/11/15	12/14/15	OBI 100% GMP Specs
26 43 13	Transient Voltage for Low-Voltage Electrical Power Circuits	0	12/11/15	12/14/15	OBI 100% GMP Specs
26 51 00	Interior Lighting	0	12/11/15	12/14/15	OBI 100% GMP Specs
26 56 00	Exterior Lighting	0	12/11/15	12/14/15	OBI 100% GMP Specs
260548	Vibration and Seismic Controls for Electrical Systems	0	03/23/16	03/23/16	OBI 100% GMP Specs
28 - Electronic Safety and Security					
28 10 00	Electronic Security Systems	0	03/21/16	03/23/16	OBI 100% GMP Specs
28 20 00	Electronic Surveillance	0	03/21/16	03/23/16	OBI 100% GMP Specs
28 31 11	Digital Addressable Fire-Alarm Systems	0	12/11/15	12/14/15	OBI 100% GMP Specs
32 - Exterior Improvements					
32 14 00	Unit Paving	1	03/21/16	03/23/16	OBI 100% GMP Specs
32 14 40	Stone Paving	1	03/21/16	03/23/16	OBI 100% GMP Specs

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Project Insurance Manual
 Suffolk Construction Company, Inc. CCIP
 Miami Central Overbuild 1 Office
 Presented by Lockton® Companies
 This Manual is a Contract Document
 July 20, 2016



Welcome to the Suffolk Construction Company, Inc. Controlled Insurance Program!

To Our Valued Contractors:

On behalf of Suffolk Construction Company, Inc., I would like to thank you for your participation in our Contractor Controlled Insurance Program (CCIP). Like you, the team assembled for the CCIP is dedicated to a safe work environment, and we are committed to achieving that objective. Your participation in the CCIP is a key component of that effort.

This Project Insurance Manual contains important information about the CCIP, and we encourage you to read and review it with your own insurance broker. Please direct any questions about the CCIP to Suffolk Construction Company, Inc. telephone numbers and other contact information are set forth inside.

We look forward to working with you on this Project to make it safe and successful.

Sincerely,

Risk Management

Suffolk Construction Company, Inc.

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SECTION 1: CCIP PROCESS OVERVIEW AND OTHER INFORMATION

Section 1.1 Overview of Basic Requirements and Components

The following provides an overview of some of the basic requirements and components of the CCIP process. It applies to all Eligible Parties.

- ❖ Enrolled Parties must prepare your bid to remove the cost of CCIP provided insurance. Excluded Parties should bid with this coverage included
- ❖ If your bid is accepted, you must contact the CCIP Administrator to discuss the process for enrolling in the CCIP. Enrollment is mandatory but not automatic.
- ❖ Suffolk Construction may modify this bidding and insurance cost identification as necessary based on the specific project requirements.
- ❖ Prior to starting work at the Project Site, you must complete and submit the required Enrollment Form to the CCIP Administrator. You also must complete and submit a Classification/Payroll Worksheet and all required documentation to the CCIP Administrator for its review. These blank forms can be found in the Appendix to this Manual.
- ❖ Enrollment is required for each contract you hold.
- ❖ The CCIP Administrator will transmit a letter and certificate/evidence of insurance to you to confirm your enrollment in the CCIP, if approved. A workers' compensation policy will be provided shortly thereafter.
- ❖ You must provide a certificate of insurance from your agents, brokers or insurers to the Suffolk Insurance Administrator identified on page 8 providing evidence of required coverages away from the Project Site (off-site) for workers' compensation and general/excess liability, as well as on-site and off-site automobile liability insurance, contractor's equipment floater coverage, and other insurance required by the Contract Documents.
- ❖ You must include required CCIP contract language in all subcontracts and provide a copy of this Manual to all Subcontractors of any tier.

- ❖ After enrollment, you must submit a Monthly Payroll Report each month and for each contract to the CCIP Administrator for the duration of your work. These monthly payroll reports are due no later than the 10th day of each month. You also can provide copies of these CCIP monthly payroll reports to your own insurance companies to ensure the payroll for the Project is deleted from audits of your regular insurance policies.
- ❖ You must comply with all safety and claim reporting procedures established for the Project.
- ❖ You must provide notice to the Sponsor and the CCIP Administrator of completion of your work, using the required Notice of Completion form set forth in the Appendix to this Manual.
- ❖ The Sponsor, the CCIP Administrator, and/or a CCIP Insurer may conduct an audit of your payroll records for the Project.

Please refer to the other parts of this Manual for more detailed information about the CCIP and other insurance and administrative requirements, including insurance requirements for Excluded Parties.

Section 1.2: What This Manual Does

This Manual:

- ❖ Identifies responsibilities of the various parties involved in the Project.
- ❖ Provides a basic description of the CCIP coverage and program structure.
- ❖ Describes audit and administrative procedures.
- ❖ Provides a basic description of other insurance requirements.

Section 1.3: What This Manual Does Not Do

This Manual does not:

- ❖ Provide CCIP coverage interpretations.
- ❖ Provide complete information about CCIP coverages.
- ❖ Provide answers to specific claims questions.

SECTION 2: IMPORTANT CONTACT INFORMATION

CIP Administration Contacts		
CIP Administrator	Lockton Companies	Lockton Companies 444 West 47th Street, Suite 900 Kansas City, MO 64112-1906 Phone: (816) 960-9000
CIP Unit Manager	Mary Ann Krauthelm	Phone: (816) 960-9624 mkrauthelm@lockton.com
CIP Account Executive	Megan Remley	Phone: (816) 960-9539 mremley@lockton.com
CIP Enrollment Coordinator	Nicole Davidge	Phone: (816) 960-9097 ndavidge@lockton.com
Loss Control	Dwayne Hartman	Phone: (636) 379-5227 dhartman@lockton.com
Claims Consultant—Workers' Compensation	Molly Siverts	Phone: (763) 512-8645 msiverts@lockton.com
Claims Consultant—General Liability	Kurt Bielby	Phone: (816) 960-9506 kbielby@lockton.com
Suffolk Construction Company Contacts		
Project Manager	Andrew Price	Phone: (786) 775-5041 apierce@suffolk.com
Site Safety Manager	William Andrews	Phone: (786) 804-4481 wandrews@suffolk.com
Project Superintendent	TBD	Phone: () @suffolk.com
Insurance Administrator	Raquel Downing	Phone: (561) 282-3075 rdowning@suffolk.com
Claims Manager	Josephine Au	Phone: (617) 517-4414 jau@suffolk.com
Claims Manager		Phone: () @suffolk.com
Insurance	Carrier	Policy Number
Workers' Compensation	National Union Fire Insurance Co. of Pittsburgh PA	016142628
General Liability	National Union Fire Insurance Co. of Pittsburgh, PA	5610554-Commercial/5610555-Residential
Excess Liability—Primary	ACE American Insurance Company	XCQG27637589
Excess Liability—\$10M xs \$5M	AIG	34202412
Excess Liability—\$10M xs \$15M	Endurance Insurance Company	EXC1000630330
Excess Liability—\$25M xs \$25M	Lexington Insurance Company	018196395

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SECTION 3: DEFINITIONS

As used in this Manual:

“CCIP Administrator” means Lockton Companies.

“CCIP” means Contractor Controlled Insurance Program. Coordinated insurance program providing certain coverages as defined herein for Suffolk and eligible enrolled parties performing work at the project site.

“Contract Documents” means the documents executed between a Contractor and the Sponsor and/or a Contractor and a Subcontractor and/or between Subcontractors of different tiers.

“Contractor” means a Contractor and/or the entity that has a contract with the Sponsor to perform work at the Project Site.

“Eligible Parties” means Contractors and Subcontractors eligible for enrollment, except those designated as Excluded Parties.

“Enrolled Parties” means Contractors and Subcontractors that have been enrolled in the CCIP, as evidenced by a confirmation letter and certificate of insurance issued by the CCIP Administrator.

“Excluded Parties” means Contractors and Subcontractors which were not enrolled in the CCIP or that are not eligible for enrollment as provided below:

- ❖ Entities that perform hazardous materials remediation, abatement, removal, and/or transport companies, and their consultants.
- ❖ Any subcontractor performing structural demolition.
- ❖ Architects, engineers, and soil testing engineers, and their consultants.
- ❖ Erection, operation, maintenance and dismantling of
 - Cranes (all types)
 - Exterior Staging and Scaffolding Systems
 - Personnel and Material Hoists

- Mast Climbing Motorized Work Platform (a.k.a. Mast climber)
 - Swing Staging
- ❖ Any person and/or organization that fabricates and/or manufactures products, materials, and/or supplies away from the Project Site (provided, however, that the Sponsor at its sole discretion may designate a fabricator or supplier as an Eligible Party in the event that it or its Subcontractors directly generates payroll at the Project Site).
 - ❖ Any other parties whom the Sponsor at its sole discretion, or through the CCIP Administrator, elect to exclude from the CCIP, even if otherwise eligible.

“Final Audited Payroll” means the total of all expended payroll for work performed at the Project Site, for each contract, and verified by the Sponsor, the CCIP Administrator, or an Insurer.

“Final Reported Payroll” is defined as the total of all expended payroll reported to the CCIP Administrator for work performed at the Project Site for each contract.

“Insurer” means any insurance company issuing policies for the CCIP.

“Manual” means this Project Insurance Manual.

“Off-Site” means the premises outside of the area defined by the Contract as the Project Site.

“On-Site” means the premises within the area defined by the Contract as the Project Site.

“Contractor” means an individual or company licensed to perform construction activities.

“Project Site” means the “project location” (designated in this manual and more fully identified in the subcontract) and adjacent or nearby areas where incidental operations are performed, excluding permanent locations of any enrolled party.

“Sponsor” means Suffolk Construction Company, Inc.

“Subcontract” means a written or oral agreement between the contractor/sponsor and the subcontractor, including subcontractors of any tier.

“Subcontractor” means a person or entity of any tier under a Contractor that has a contract or purchase order to perform work at the Project Site.

“Work” means operations, as fully described in the subcontract, performed at the project site.

“You” means a Contractor or a Subcontractor, as applicable.

The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

SECTION 4: CCIP SUMMARY OF COVERAGES

Section 4.1: General

The purpose of the CCIP is to provide a consolidated insurance program to protect all Enrolled Parties against injuries and liabilities arising out of work at the Project Site. The CCIP provides Workers' Compensation and Employer's Liability, Commercial General Liability, and Excess Liability coverage for on-site operations. CCIP coverages apply only to those operations of each Enrolled Party performed at the Project Site in connection with the work and only to Enrolled Parties who are eligible for the CCIP. Enrolled Parties are responsible for compliance with all CCIP requirements for themselves and their Subcontractors of any tier.

Section 4.2: Summaries Do Not Alter or Amend CCIP Insurance Policies

The CCIP coverages and exclusions summarized in this Manual are set forth in full in their respective insurance policy forms. The summary descriptions of the CCIP coverages are not intended to be complete or to alter or amend any provision of the actual CCIP policies. Please refer to the CCIP insurance policies for additional terms, exclusions, and conditions. Policies are available upon written request. In the event any provision in summary below conflicts with the CCIP insurance policies, the provisions of the policies shall govern. The provisions of this Manual are intended to be cumulative with the rights of the Contractor under the Contract Documents and are not intended to restrict or limit the Contractor's rights or an Enrolled Party's obligations. If after applying the foregoing, a conflict between this Manual with the Contract Documents still exists, the provisions most favorable to the Contractor shall govern and prevail.

Section 4.3: Review and Share This Manual with Others

Enrolled parties are encouraged to review this information with their:

- ❖ Insurance agents or brokers.
- ❖ Estimators prior to bidding on work.
- ❖ Payroll personnel who will be responsible for submitting payroll.
- ❖ Safety personnel who will be responsible for safety at the Project Site.

- ❖ Claims personnel who will be responsible for submitting claims.
- ❖ Subcontractors of all tiers.

Section 4.4: On-Site Workers' Compensation and Employer's Liability

Separate workers' compensation insurance policies will be issued to each Enrolled Party. The CCIP Insurer will report the payroll and loss experience incurred under the CCIP by each Enrolled Party to the applicable Workers' Compensation Rating Bureau. This information will impact future experience modification factors. Coverage will cease for any employee leaving the Project Site.

Insurer(s)	National Union Fire Insurance Co. of Pittsburgh, PA
On-Site Workers' Compensation Insurance	Statutory Limit
On-Site Employer's Liability Insurance	
Bodily Injury by Accident, each accident	\$1,000,000
Bodily Injury by Disease, policy limit	\$1,000,000
Bodily Injury by Employee, each employee	\$1,000,000

Section 4.5: On-Site Commercial General Liability Insurance

General Liability Obligation

At Suffolk's discretion, the sub-contractor or sub-subcontractor of any tier may be required to pay up to the first \$2,500 per occurrence to the extent losses payable are attributable to sub-contractor's Work, or the acts or omissions of its subcontractors or any other party performing any of the Work for whom the sub-contractor may be contractually or legally responsible.

This insurance is on a form providing no less coverage than a standard ISO commercial general liability insurance policy. The ISO commercial general liability policy form contains exclusions, some of which are employment-related practices exclusion; damage to the completed work of an insured arising from that work; damage to real and personal property in the care, custody, or control of the insured; pollution exclusion—modified with the hostile fire exception; and nuclear energy broad form exclusion.

Additionally, the policy has been endorsed to exclude, without limitation, liability arising from asbestos, automobiles, aircraft, watercraft, discrimination, and wrongful termination, architects and engineers' errors and omissions, professional liability, war, nuclear energy, pollution, fungus, and mold. This insurance will not cover products liability with respect to any product manufactured, assembled, or otherwise worked upon away from the Project Site. A single general liability policy will be issued for all enrolled parties with all enrolled parties as named insureds. The total available limits to all insureds combined are:

Insurer(s)	National Union Fire Insurance Co. of Pittsburgh, PA
On-Site Commercial General Liability Insurance	
Each Occurrence Limit	\$2,000,000
General Aggregate (Other Than Products/Completed Operations)	\$4,000,000
Products-Completed Operations Aggregate Limit, 10-year term with a non-reinstated aggregate limit after	\$4,000,000
<ul style="list-style-type: none"> ❖ Substantial completion, or ❖ Acceptance by the Contractor, or ❖ The Project put to its intended purpose. 	
Coverage to include:	
<ul style="list-style-type: none"> ❖ Personal injury ❖ Contractual liability ❖ Broad form property damage ❖ Independent contractors ❖ Severability of interest or cross liability ❖ Terrorism 	
Note:	
<ul style="list-style-type: none"> ❖ Limits are reinstated on an annual basis, except for Products-Completed Operations aggregate ❖ Occurrence basis ❖ Defense is outside of the limits ❖ Does not cover off-site operations of any enrolled party 	

Section 4.6: On-Site Umbrella/Excess Liability Insurance

This coverage is subject to its own terms and conditions and is excess of the Employers Liability and Commercial General Liability limits stated above. This insurance will not extend coverage for products liability to any insured party, vendor, supplier, material dealer, or others for any product manufactured, assembled, or otherwise worked upon away from the Project Site. A single excess liability policy will be issued for all enrolled parties. All projects under \$50,000,000 share one limit of liability. It also does not provide Enrolled Parties with excess coverage over other types of liability policies, such as auto liability insurance. The total available limits to all insureds combined are:

Insurer(s):	Various-See Page 7 for a complete listing
Combined Single Limit	\$50,000,000
General Annual Aggregate	\$50,000,000

Products-Completed Operations Aggregate Limit, 10-year term with a single non-reinstated aggregate limit after Substantial completion, or Acceptance by the Contractor, or The Project put to its intended purpose. Does not cover off-site operations of any Enrolled Party.	\$50,000,000
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Section 4.7: Coverages Not Part of CCIP

The following is a nonexhaustive list of coverages not part of the CCIP:

- ❖ Automobile liability
- ❖ Automobile physical damage
- ❖ Equipment, tools, or personal property
- ❖ Workers' compensation/employers liability (off-site)
- ❖ General liability/excess liability (off-site)
- ❖ Products liability
- ❖ Professional liability
- ❖ Environmental/pollution liability
- ❖ Employment practices liability
- ❖ Jones act coverage (crew members)—if applicable
- ❖ Protection and indemnity (operations of vessels)—if applicable
- ❖ Aviation/watercraft liability
- ❖ Builders Risk

Section 4.8: CCIP Is Not a Complete Insurance Program

The CCIP is not intended to provide a complete insurance program to an Enrolled Party. An Enrolled Party may wish to purchase additional coverage, as it deems necessary for its own account, at its own expense, and through its own efforts, for exposures not covered by this CCIP.

The CCIP policies of insurance procured and maintained shall not affect the Enrolled Party's liability to the Sponsor or others for the performance of any obligations assumed by Enrolled Party under the other applicable Contract Documents.

While the Sponsor will endeavor to maintain the CCIP with a scope of coverage equivalent to its present form, or broader, no warranty or representation is made that market conditions, cost, loss record, or other factors will not result in changes to the program at some future date. All Enrolled Parties will be promptly notified of any such changes along with appropriate instructions.

Enrolled Parties should note that the present insurance coverages provided and maintained by the Sponsor may afford broader coverage than required by the Contract Documents. The Sponsor, however, does not warrant or represent to continue such broader coverage throughout the duration of the Contract Documents.

Section 4.9: CCIP Cancellation or Modification

The Sponsor may, for any reason, modify the CCIP coverages, discontinue the CCIP, or request that an Enrolled Party withdraw from the CCIP upon thirty (30) days' written notice.

The Sponsor is not required to provide the CCIP. The Sponsor's election to terminate or not to furnish the CCIP can apply to only a single Contractor or Subcontractor, multiple Contractors or Subcontractors, or all Contractors and Subcontractors.

In the event of cancellation, Enrolled Parties will be provided notice as required by the terms of their individual contracts. In the event of such cancellation, the Sponsor shall, at its sole option, but at least thirty (30) days prior to the date of cancellation: (1) procure alternate insurance coverage for the policy or policies canceled; or (2) require Enrolled Parties to procure and maintain alternate insurance coverage for the policy or policies canceled, the amounts, contents, and carriers of which shall be acceptable to the Sponsor.

Enrolled Parties shall not attempt to cancel any of the policies described herein without the express written consent of the Sponsor, and any attempted cancellation without said express written consent shall be null and void.

SECTION 5: INSURANCE REQUIREMENTS FOR OFF-SITE AND OTHER ACTIVITIES

Section 5.1: CCIP Coverages Apply to On-Site Activities Only

Because CCIP coverage only applies to work performed at the Project Site, Enrolled Parties also must provide evidence of Workers' Compensation, Commercial General Liability and Umbrella/Excess Liability for their Off-Site operations at their own expense. In addition, Enrolled Parties must provide evidence of automobile liability and other coverages specified by the Contract Documents at their own expense. A certificate of insurance must be provided to the Suffolk Insurance Administrator identified on page 8 as evidence of the required coverages prior to the start of work.

Section 5.2: Sample Insurance Certificate

Prior to beginning work at the Project Site, Enrolled Parties must furnish certificates of insurance and applicable additional insured endorsements evidencing the insurance required under this section. An ACORD Certificate of Insurance or preapproved substitute is the required form. Each certificate must include the required wording in the sample Certificate of Insurance. Copies of endorsements must be included with the certificate of insurance. Enrolled Parties are responsible for seeing that updated certificates are filed with Suffolk Construction Company, Inc., as coverages expire and are renewed or changed before the date of expiration. Enrolled Parties should provide a copy of the sample certificate from this Manual to their agent or broker to ensure compliance with all requirements.

The sample certificate does not include all the types of coverage that may be required of certain Enrolled Parties. For example, it contains no mention of aviation, watercraft, pollution, or professional liability insurance, which may be required of some Enrolled Parties.

Enrolled parties are responsible for monitoring their sub-subcontractor's and/or vendor's Certificates of Insurance. Suffolk reserves the right to disapprove the use of sub-subcontractors or vendors unable to meet the insurance requirements or who do not meet other Suffolk policy requirements.

Section 5.3: Required Off-Site and Other Coverages

Enrolled Parties must obtain and maintain the following insurance coverages for Off-Site and other operations in a form and from insurance companies acceptable to the Sponsor:

- ❖ Statutory Workers' Compensation Insurance and Employers Liability insurance with statutory limits as required by law, including Longshore and Harbor Workers coverage and Maritime coverage, if appropriate.
- ❖ Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy (Coverage shall be equivalent to ISO occurrence form 1998; additional insured endorsements must be CG 2010 11/85 or its equivalent), including products and completed operations coverage and broad form contractual liability coverage.
- ❖ Standard Commercial Automobile Liability Insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers (On-Site and Off-Site). If transporting hazardous waste/materials from the Project Site, the MCS-90 Endorsement must be attached and supplied to the Contractor on a primary and noncontributory basis with limits of liability acceptable to the Sponsor.
- ❖ Subcontractors must provide their own property insurance for owned, leased, rented, and borrowed equipment, whether such equipment is located at a project site or "in transit." Subcontractors are solely responsible for any loss or damage to their personal property, including, without limitation, property or materials created or provided under the subcontract until installed at the project site, subcontractor tools and equipment, scaffolding, and temporary structures.
- ❖ Umbrella/Excess Liability Insurance.
- ❖ All other insurance required by the Contract Documents that is not provided under the CCIP, including, but not limited to professional liability insurance, pollution liability insurance, or aviation and/or watercraft liability insurance.

All policies (other than Workers' Compensation and Professional Liability) must be endorsed to include the entities as the Sponsor may request as additional insureds.

The insurance must apply on a primary and noncontributory basis on behalf of the additional insureds, and any other insurance available to the additional insureds shall be excess.

Section 5.4: Required Off-Site Limits

The following insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy:

Workers' Compensation Insurance	Statutory Limit
Employer's Liability Insurance	
Bodily Injury by Accident, each employee	\$500,000
Bodily Injury by Disease, each employee	\$500,000
Bodily Injury by Disease, policy limit	\$500,000
Commercial General Liability Insurance	
Each Occurrence Limit	\$1,000,000
General Aggregate--	\$1,000,000
Other Than Products/Completed Operations	
Products and Completed Operations Aggregate	\$1,000,000
Minimum of two years after date of completion	
Coverage to include:	
ISO policy form CG2010 11/85 or its equivalent	
Contractual liability	
Broad form property damage	
Personal injury	
Premises operations	
Independent contractors and subcontractors	
Fire legal liability	
Automobile Liability*	
Per Accident, Combined Single Limit	\$1,000,000
Umbrella Liability	
Each occurrence	\$3,000,000
Per project aggregate	\$3,000,000

*providing on-site and off-site coverage

Section 5.5: Required Waiver of Subrogation

All policies of insurance that are related in any way to work at the Project Site shall waive all rights of recovery under subrogation or otherwise against the Sponsor, owner, all Contractors and Subcontractors, and any additional entities as the Sponsor may request.

SECTION 6: CCIP PROCEDURES AND RESPONSIBILITIES

Section 6.1: Responsibilities for Eligible Parties

At Suffolk's discretion, the subcontractors may be assessed a \$2,500 penalty for subcontractor or sub-subcontractors of any tier not providing requested documents or online forms submittal.

Eligible Parties of any tier are obligated to follow the requirements of this Manual, including those responsibilities relating to the enrollment procedures, payroll reporting, subcontracting to others, change orders, final adjustment, accident claim reporting, and compliance with the safety program for the Project Site. Blank forms referenced may be found in the Appendix to this Manual.

Eligible Parties must prepare their bids to remove the cost of CCIP provided insurance. An Eligible Party whose bid is accepted must contact the CCIP Administrator to discuss the process for enrolling in the CCIP.

Within 5 days of contracting and on less than 45 days before mobilization, Eligible Parties must complete and submit the required Enrollment Form to the CCIP Administrator.

Primary Subcontractor must assure each sub-subcontractor of any tier enrolls in the CCIP within 5 days of contracting and no less than 45 days of mobilization

Eligible Parties must provide workers' compensation class codes applicable to the work to be performed at the Project Site.

Section 6.2: Enrollment Is Mandatory for Eligible Parties

Enrollment is mandatory but not automatic. Eligible Parties must enroll in the CCIP and maintain enrollment in the CCIP by submitting all required information to the CCIP Administrator. In addition, Eligible Parties must notify their Subcontractors of the procedure for enrollment in the CCIP, provide a copy of this project insurance manual and ensure that they enroll in and maintain enrollment in the CCIP.

No one can begin work at the Project Site until all enrollment and insurance requirements set forth in this Manual and in other Contract Documents (including provision of the required Certificate of Insurance for Off-Site activities) have been met and notice of enrollment confirmation is received.

Access to the project site will not be permitted until enrollment is complete. If a Subcontractor or sub-subcontractor obtains access to the site with or without Suffolk's knowledge, CCIP coverage will not be provided if the sub is not enrolled.

It is the obligation of Enrolled Parties to notify their own insurance agents, brokers, and companies of their CCIP participation.

Section 6.3: What to Do When Work Is Subcontracted to Others

A separate Contractor Application and Classification/Payroll Worksheet, along with the required documentation, is required for each Subcontractor eligible for enrollment, regardless of its tier. You must send immediate notice of each subcontract award to the CCIP Administrator and Site Superintendent using the required Subcontractor Award form set forth in the Appendix to this Manual, and provide each Subcontractor with a copy of this Manual. You also must assist the CCIP Administrator when a Subcontractor fails to submit required payroll information or otherwise does not cooperate with administrative procedures. All subcontracts must include the required CCIP contract provisions. Subcontractor shall cause all sub-subcontractors to submit a Form 3 enrollment form, in addition to collecting and retaining copies of appropriate certificates of insurance for sub-subcontractors.

Section 6.4: Closeout

Upon completion of the work and before any payment of retainage due at substantial completion of the entire work, the CCIP Administrator will process closeout for each contract. All payroll reports through the end of the contract must be submitted to the CCIP Administrator. Enrolled Parties are responsible for the closeout of their Subcontractors.

Section 6.5 Monthly Payroll Reporting

Enrolled Parties must submit payroll information to the CCIP Administrator by the 10th day of each month for the preceding month utilizing the Payroll Reporting Form located in the Appendix to this Manual. The Payroll Reporting Form can be submitted via WrapMaster, a Lockton proprietary system,

E-mailed, faxed, or mailed. It must include payroll and work hours for all employees performing work at the Project Site, including supervisors and clerical personnel, if applicable. Use appropriate workers' compensation/NCCI classifications for work completed. Earnings for overtime should be included only at the normal hourly payroll rate. The payroll reported under the CCIP for the Project should be kept separate from other work payroll. A monthly payroll report must be submitted for each month, including "zero (0) payroll" for those months where no on-site labor was expended, until completion of the work under each Subcontract. For those Subcontractors performing work under multiple Subcontracts, a **separate on-site payroll report** is required for **each** Subcontract. Be sure to exclude the payroll reported for the CCIP when payroll reports are provided to your regular insurance carriers. The Sponsor, the CCIP Administrator, and/or the Insurers may perform physical audits of payroll periodically during the course of the CCIP. Enrolled Parties must cooperate with the Insurers when contacted to provide payroll records for an audit for the Project Site.

Section 6.6: Completion/Termination of Work

Upon completion or termination of the work, and for each contract, Enrolled Parties must submit a notice of completion to the CCIP Administrator on the Notice of Completion form located in the Appendix to this Manual. The notice of completion will initiate the final payroll report and audit of payroll and man hours by the CCIP insurer. Final payment will not be released until all necessary CCIP information has been submitted and approved by the CCIP Administrator and the close-out has been completed. Should the Subcontractor return to the project site, for any reason, it will do so under the Subcontractor's own insurance program and must provide Suffolk with a certificate of insurance showing the Subcontractor's own coverage as detailed in the Subcontract.

Section 6.7: Claim Reporting

Enrolled Parties are required to comply with and follow the claim reporting procedures established for the CCIP.

Section 6.8: WrapMaster: Online Access

WrapMaster is the CCIP Administrator's proprietary, Web-based system that provides administration for various types of controlled insurance programs. The system provides an online application, WrapMaster Online, to the Sponsor and Enrolled Parties. This system allows Enrolled Parties to submit and view

project information, as well as Contractor and Subcontractor enrollment and payroll status. Enrolled Parties also can be provided access to view project information and enroll and submit payroll online. To sign up and be eligible to use WrapMaster to complete enrollment and/or that of your Subcontractors, please contact the CCIP Enrollment Coordinator.

Section 6.9: Change Order Procedures

Subcontractors will price Change Orders to exclude their Insurance Cost and must provide an estimated payroll amount (including a separate sub-subcontractor's estimated payroll amount) for work performed under the Change Order, unless otherwise directed by Suffolk Construction.

Section 6.10: Insurance Company Payroll Audit

Each enrolled party is required to maintain payroll records for each Subcontract. Such records will allocate the payroll by workers' compensation classification(s) and exclude the excess or premium paid for overtime (i.e., except for projects in the states of Pennsylvania and Delaware, only the straight time rate will apply to overtime hours worked). Furthermore, such records will limit the payroll for executive officers and partners/sole proprietors to the limitations as stated in the state manual rules.

It is important that you properly classify payrolls, as these are reported to the rating bureau for promulgation of future experience modifiers for your firm. All enrolled parties shall make available their books, vouchers, contracts, documents, and records of any and all kinds to the auditors of the CCIP insurance carrier(s) or Suffolk's representatives. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period as required by the insurance policies.

Section 6.11: Other CCIP Responsibilities

Enrolled parties must:

- ❖ Cooperate fully with the CCIP Administrator and the Insurer(s), as applicable, in its or their administration of the CCIP, including but not limited to, allowing an audit of payroll records.
- ❖ Comply with all of the administrative, safety, insurance, and other requirements outlined in this Manual, the CCIP insurance policies, and/or elsewhere in the Contract Documents.

- ❖ Attend meetings held in connection with the CCIP at the request of the Sponsor, the CCIP Administrator, or the CCIP Insurers.
- ❖ Advise their Subcontractors of site orientation procedures before beginning work at the Project Site (drug testing, hard hat stickers, etc.).
- ❖ Prohibit any non-enrolled Subcontractor from beginning work on the Project Site until it has complied with all insurance requirements for Excluded Parties.
- ❖ Prohibit non-oriented employees from beginning work on the Project Site.
- ❖ Verify that their Subcontractors have completed enrollment and received approval from the CCIP Administrator prior to mobilization.
- ❖ Review loss control reports, pursue corrective action, and respond to written recommendations as required.
- ❖ Immediately report all claims and demands, within and above the deductible, to the CCIP Administrator.
- ❖ Thoroughly investigate all accidents and maintain written documentation.
- ❖ Provide insurance for defective work during the applicable warranty period for completed work.
- ❖ Withhold retainage until the CCIP Administrator has completed the closeout process.
- ❖ Provide at their own expense required insurance coverages for any repair, warranty or other activities at the Project Site after work has been substantially completed or after CCIP termination.
- ❖ Not release any Subcontractor from its obligations outlined in this Manual or the Contract Documents.
- ❖ Notify Suffolk Construction immediately of any insurance cancellation or nonrenewal of your own and/or sub-subcontractor-required insurance

SECTION 7: CLAIM AND INCIDENT REPORTING

Section 7.1: General Procedures

Subcontractors must report all injuries, occupational-related illnesses, or property damage to the Site Safety Manager immediately.

At Suffolk's discretion, subcontractors of any tier may be charged a \$2,500 assessment for any claims not reported within 24 hours of occurrence.

Section 7.2: Investigation Assistance

All Parties will assist in the investigation of any accident or occurrence involving injury to persons or property. All Enrolled Parties will cooperate with the companies involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

Section 7.3A: Workers' Compensation Claims

7.3A Managed Care Arrangement

Under the auspices of the Insurer administering the CCIP workers' compensation benefits, the Sponsor has chosen to provide medical care by using a workers' compensation physician network called a Managed Care Arrangement.

A Managed Care Arrangement is one in which a health care provider enters into a written agreement with a workers' compensation insurer to coordinate appropriate remedial treatment, care and attendance to injured workers. AIG utilizes HDi, a national managed health care company and Coventry, a Preferred Provider Organization (PPO), to form the Workers' Compensation Managed Care Arrangement. At the time of injury, the injured worker will be referred to a physician, one of Coventry's medical care coordinators, for treatment. The injured worker will also be given an Identification Form to present to the medical care coordinator at the time of treatment.

The injured worker is responsible for obtaining care from a medical care coordinator. Treatment received outside of the workers' compensation Managed Care Arrangement will not be compensable, unless authorized by a Coventry Medical Care coordinator prior to the treatment date, except in emergency situations.

The following forms concerning the Managed Care Arrangement are attached in Section 9 of this Manual:

1. Florida Employee's Guide: This form is presented to all employees working at the Project to inform them that all medical care for work related injuries will be provided through the Managed Care Arrangement.
2. Grievance Form: This form is completed and faxed to AIG should the worker feel that the medical care presented was not satisfactory.
3. Florida Medical Card: This card is completed and hand carried by the injured worker to the medical provider to act as identification and to provide the AIG billing address for the provider.
4. AIG First Fill Temporary Pharmacy Card: This form is a temporary identification form used the first time that a prescription is filled by a treating provider.

7.3B: Claim Responsibilities

The main responsibility for any Party is first to see that the injured worker receives immediate medical care. Next, you should immediately notify the Site Safety Manager in the event of a serious injury or accident.

Subcontractors' onsite personnel shall follow these procedures if any employee is involved in an accident or occurrence resulting in bodily injury:

1. Subcontractors must contact designated first aid/medical personnel and transport the injured party to the on-site first aid or Managed Care Arrangement medical facility, as necessary.
2. Report all injuries or occupational-related illnesses within 24 hours to the Employer's Project supervisor and Suffolk's Site Safety Manager or Site Superintendent.
3. Employer must follow the reporting procedures set forth in Section 7.5 and assist in delivering the required ART Form within 24 hours of employee's notice of injury/claim.

4. Assist Suffolk's site Safety Manager with preparation of the Suffolk Construction Accident Reporting and Treatment ("ART") form, which is to be returned by the Injured Party to the Site Safety Manager by the end of the business day.
5. Subcontractor and its sub-subcontractor shall provide for Modified Alternate Duty (Return to Work Program) based upon the work abilities given to the Injured Party from the treating physician.
6. Immediately send all subsequent medical return to work notes, inquiries, or correspondence about an Injured Party to the Site Safety Manager.
7. No Injured Party will be allowed on a job site unless they have provided the Site Safety Manager with the proper return to work note, either full duty or modified duty.

Section 7.4: Return-to-Work Program

Purpose

Suffolk Construction Company is committed to providing a safe work-place for both its employees and the subcontractors' employees; facilitating prompt quality medical care in the event of a work related injury; and pursuing modified alternate duty to minimize the risks and financial burdens to its workforce.

Suffolk Construction Company's Return-to-Work (RTW) program set forth herein shall be implemented by each Subcontractor. Each Subcontractor shall provide Modified Alternate Duty for any employee who has sustained a work related injury or illness and is medically unable to perform all or any part of his/her normal duties during all or any part of the normal workday or shift.

With respect to any employee who, after a work-related injury, has been medically cleared to return to work with identifiable limitations or restrictions on the ability to perform work tasks or duties, "Modified Alternative Duty" means the acceptance back to work, either at the Project Site or elsewhere, at the same level of hours, wages and benefits which the employee received immediately prior to such injury, and assignment of the employee to such tasks and duties which are adjusted, modified or created so as to accommodate such limitations and restrictions.

The RTW program applies to Subcontractors of all tiers on the project. Each Subcontractor shall make compliance with the RTW program mandatory with respect to any Enrolled Party with whom it has a contractual relationship.

Subcontractors' duties and responsibilities under the Return to Work Program survive the termination of the underlying contract and enrollment in the CCIP.

The program must include, but not be limited to:

- ❖ Immediate reporting of all work related injuries to Suffolk Construction Company.
- ❖ All employees will have job site access to the address(es) of approved medical treatment providers and facilities and the website address which lists the same. If there is any doubt as to where to go for treatment, the injured employee must contact Suffolk Construction Company. Subcontractors need to communicate to the injured employee and physician; Suffolk Construction Company's Return-to-Work Program and facilitate Modified Alternate Duty with physicians and the employee.
- ❖ The injured employee must provide the Suffolk Safety Manager copies of all medical notes, to include a statement on work capacity.
- ❖ Modified Alternate Duty assignments must comply with all medical limitations as outlined in writing by a physician.
- ❖ Suffolk's Safety Manager, Project Managers, Supervisors, and Foreman all must be informed of the modified alternate duty assignment, anticipated length of alternate duty, and the restrictions.
- ❖ The injured employee is not to assume normal work activities unless there is medical documentation releasing them to their normal duties and presented to Suffolk's Safety Manager.

Responsibilities

At Suffolk's discretion, subcontractors and sub-contractors of any tier may be charged a \$1,500 per week assessment for failure to implement return-to-work program requirements.

The following will define the reporting responsibilities of each party involved in the CCIP for Return-to-Work.

Subcontractor—A successful return-to-work program requires the cooperation and accountability of all your employees as well as your enrolled Subcontractors and their employees.

- ❖ Failure of a subcontractor to provide reasonable Modified Alternate Duty to an injured worker may result in a \$1,500 weekly assessment against the subcontractor until the injured employee is returned to work in either a modified alternate duty position or full duty. Any such assessment applicable to

an Enrolled Party of a lower tier shall be assessed against the Subcontractor having a direct contractual relationship with Suffolk Construction.

- ❖ Ensure that your employees understand Suffolk's RTW program and clarify any procedures that are unclear.
- ❖ Your employees are to report all injuries, even minor incidents, immediately within established reporting protocols set forth in the "Claim and Incident Reporting" procedures herein.
- ❖ Your employees are to work closely with Suffolk and your managers/supervisors and communicate all necessary information regarding their ability to return to work.
- ❖ Your employees are to provide the physician with the information, including the RTW program, necessary to help them determine how and when they can return to work.
- ❖ Your employees are to work within their medically stated limitations.
- ❖ Your employees are to help coworkers stay focused and provide a positive environment when they return to modified alternate duty.

Supervisor/Manager

Supervisors/Managers play a key role in the success of the return-to-work program. They must implement and manage the program.

- ❖ Understand and support Suffolk's written policies/procedures.
- ❖ Complete the Accident Forms immediately after the incident as per the Claim and Incident Reporting Procedures set forth herein.
- ❖ Facilitate treatment with the injured employee.
- ❖ Coordinate Modified Alternate Duty with the injured employee within the injured employee's work abilities as per the medical documentation.
- ❖ Monitor the injured employee's progress on Modified Alternate Duty and provide weekly updates to the Suffolk Safety Coordinator.

Section 7.5 Incident Management and Reporting Procedures for Subs

Emergencies (Serious Bodily Injury)

1. Call responding Emergency Medical Service (911) and Notify Suffolk Personnel.
2. Secure and check scene for safety.
3. Implement and follow site-specific Emergency Action Plan.

Nonemergencies

1. Contact site safety coordinator to complete Suffolk Construction Accident Reporting and Treatment (ART) Form and First Report of Injury.
2. Complete Part A "Accident Data" section.
3. Employee reads and signs Part B "Payment Authorization" section.
4. Assure that injured party, or transporter of injured party, has Doctor complete Part D "Medical Provider" section of ART Form.
5. Following treatment, employee and person accompanying injured should return to the work site and deliver the ART Form to Suffolk's Site Safety Manager
6. Foreperson of injured and Suffolk safety coordinator to review return-to-work restriction if any are prescribed and complete Part E "Return To Work" section.

Section 7.6: Sample Offer of Temporary Alternative Position Letter

(To be used for out-of-work employee who has now been released for work with restrictions)

Dear Employee:

(Contractor or Owner Name) is extending an offer of temporary transitional employment.

We are aware that you are medically cleared for work with restrictions. The task requirements of the offered position are within the scope of your current physical limitations.

You are being offered a position as a _____. This temporary transitional employment is subject to the limitations described on the attached medical report from _____. The wages you will be paid are \$_____ per hour. The work hours are _____.

You are expected to return to work in the transitional position as described above on _____ (date) at _____ a.m./p.m. Please report directly to _____ at the _____ project/site located at _____.

Any questions regarding this temporary position offer should be directed to _____ immediately.

YOUR FAILURE TO REPORT TO WORK AS OUTLINED ABOVE MAY RESULT IN THE TERMINATION OF YOUR WORKERS' COMPENSATION BENEFITS.

Sincerely,

Section 7.7: Liability Claims

Subcontractors must immediately report all Accidents at the Project Site involving death, injury, or damage to property of non-employee personnel (the public, tenants, and visitors) to Suffolk Construction Company, Inc. and the Suffolk Site Safety Manager. As soon as the onsite personnel become aware of the accident or occurrence, they must:

At Suffolk's discretion, subcontractors and sub-subcontractors of any tier may be assessed a \$2,500 charge for any claims not reported within 24 hours of occurrence.

1. Take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.
2. Complete and submit a Supervisor's Accident Report and General Liability Loss Notice to the Site Safety Manager within 24 hours of the incident.
3. Immediately send all subsequent inquires or correspondence about an insured loss or claim, including a summons or other legal documents, to the Site Safety Manager immediately.

Do not voluntarily admit liability and cooperate with Suffolk or the CCIP insurer representatives in the accident investigation.

Section 7.8: Property Claims

Report any damages to your Work or the Work of any other subcontractor to Suffolk Construction Company, Inc. and the Suffolk Site Safety Manager. In addition, complete the Superintendents Incident Report Form and submit it to the CCIP Administrator.

Section 7.9: Automobile Claims

No coverage is provided for automobile accidents under the CCIP. It is the sole responsibility of each Party to report accidents/claims involving their automobiles to their own insurers.

HOWEVER, all accidents occurring in or around the Project site must be reported to Suffolk's Site Safety Manager. Accident investigations will occur and focus on liability arising out of the Project construction activities that could result in future claims (i.e., due to the conditions of the roads, etc.) Each Party shall cooperate in the investigation of all automobile accidents.

Section 7.10: Pollution Claims

No coverage is provided for pollution accidents under the CCIP. It is the sole responsibility of each Party to report accidents/claims to their own insurers. Report events that may give rise to a pollution claim by immediately notifying Suffolk Construction Company, Inc. and the Suffolk Site Safety Manager of any known or suspected pollution incidents.

Each party shall cooperate in the investigation of all incidents.

Section 7.11: Loss Runs

An enrolled subcontractor may obtain loss runs for their own onsite experience by sending a written request on their company letter head to the Suffolk Claims Manager.

SECTION 8: CCIP PROCEDURES AND RESPONSIBILITIES FOR EXCLUDED PARTIES

Section 8.1: Sample Insurance Certificate

Excluded Parties must provide evidence of Workers' Compensation, General Liability, and Umbrella/Excess Liability for their On-Site and Off-Site operations, together with evidence of automobile liability and other coverages specified by the Contract Documents.

Prior to beginning work at the Project Site, you must furnish certificates of insurance evidencing the insurance required under this section. An ACORD Certificate of Insurance or preapproved substitute is the required form. Each certificate must include the required wording in the sample Certificate of Insurance located in the Appendix to this Manual. Copies of additional insured endorsements must be included with the certificate of insurance. Excluded Parties are responsible for seeing that updated certificates are filed with the CCIP Administrator as coverages expire and are renewed or changed before the date of expiration. Excluded Parties should provide a copy of the sample certificate from this Manual to your agent or broker to ensure compliance with all requirements.

The sample certificate does not include all the types of coverage that may be required of certain Contractors. For example, it contains no mention of aviation, watercraft, pollution, or professional liability insurance, which may be required of some Contractors.

Excluded parties are responsible for monitoring their sub-subcontractor's and/or vendor's certificates of insurance. Suffolk reserves the right to disapprove the use of sub-subcontractors or vendors unable to meet the insurance requirements or who do not meet other Suffolk policy requirements.

Section 8.2: Required On-Site and Off-Site Coverages

Excluded Parties must obtain and maintain the following insurance coverages in a form and from insurance companies acceptable to the Sponsor:

- ❖ Statutory Workers' Compensation Insurance and Employers Liability insurance with statutory limits as required by law, including Longshore and Harbor Workers coverage and Maritime coverage, if appropriate.

- ❖ Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy ("Occurrence Form" CG2010 11/85 or its equivalent), including products and completed operations coverage and broad form contractual liability coverage.
- ❖ Standard Commercial Automobile Liability Insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. If transporting hazardous waste/materials from the Project Site, the MCS-90 Endorsement must be attached and supplied to the Sponsor on a primary and non contributory basis with limits of liability acceptable to the Sponsor.
- ❖ Subcontractors must provide their own property insurance for owned, leased, rented, and borrowed equipment, whether such equipment is located at a project site or "in transit." Subcontractors are solely responsible for any loss or damage to their personal property, including, without limitation, property or materials created or provided under the subcontract until installed at the project site, Subcontractor tools and equipment, scaffolding, and temporary structures.
- ❖ Umbrella/Excess Liability Insurance
- ❖ All other insurance required by the Contract Documents including, but not limited to professional liability, pollution liability insurance, or aviation and/or watercraft liability insurance.

All policies (other than Workers' Compensation and Professional Liability) must be endorsed to include entities as the Sponsor may request as additional insureds.

The insurance must apply on a primary and noncontributing basis on behalf of the additional insureds, and any other insurance available to the additional insureds shall be excess.

Section 8.3: Required On-Site and Off-Site Limits

The following insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy:

Workers' Compensation Insurance	Statutory Limit
Employer's Liability Insurance	
Bodily Injury by Accident, each employee	\$500,000
Bodily Injury by Disease, each employee	\$500,000
Bodily Injury by Disease, policy limit	\$500,000
Commercial General Liability Insurance	

Each Occurrence Limit	\$1,000,000
General Aggregate— Other Than Products/Completed Operations	\$1,000,000
Products and Completed Operations Aggregate Minimum of three years after date of completion	\$1,000,000
Coverage to include:	
❖ ISO policy form CG2010 11/85 or its equivalent	
❖ Contractual liability	
❖ Broad form property damage	
❖ Personal Injury	
❖ Premises operations	
❖ Independent contractors and subcontractors	
❖ Fire legal liability	
Automobile Liability*	
Per Accident, Combined Single Limit	\$1,000,000
Umbrella Liability	
Each occurrence	\$3,000,000
Per project aggregate	\$3,000,000

Section 8.4: Required Waiver of Subrogation

All policies of insurance that are related in any way to work at the Project Site shall waive all rights of recovery under subrogation or otherwise against the Sponsor, all Contractors and Subcontractors, and any additional entities as the Sponsor may request.

Section 8.5: What to Do When Work Is Subcontracted to Others

A separate Contractor application and classification/payroll worksheet, along with the required documentation, is required for each lower-tier Subcontractor eligible for enrollment, regardless of its tier. You must send immediate notice of each subcontract/vendor award to the CCIP administrator and Site Superintendent, using the required subcontractor award form set forth in the appendix to this manual, and provide each Subcontractor and/or vendor with a copy of this manual. You also must assist the CCIP administrator when a Subcontractor fails to submit required payroll information or otherwise does not cooperate with administrative procedures. All Subcontracts must include the required CCIP contract provisions. Excluded parties are responsible for the closeout of their enrolled subcontractors.

SECTION 9: APPENDIX LIST

CCIP Forms and Instructions

Enrollment Form—Form 3

Classification/Payroll Worksheet—Form 3

Subcontractor Award—Form 3

Certificate of Insurance: Enrolled Parties

Certificate of Insurance: Excluded Parties

Payroll Reporting Form—Form 4

Notice of Completion—Form 5

Accident Reporting and Treatment (ART) Form

Managed Care Arrangement Forms

Employee's Guide

Employee Notice

Grievance Form

Florida Medical Card

Temporary Pharmacy Card

CONTRACTOR APPLICATION

FORM 3

SUFFOLK CONSTRUCTION COMPANY, INC. CCIP MIAMI CENTRAL OVERBUILD 1 OFFICE

Company Name: _____

Contact: _____
Name Phone Fax

E-mail address _____

Company Address: _____
Street Address

City State Zip

WC Retention _____ GL Retention _____

Bid Package Name _____ Bid Package Number _____

Contract Value _____ Self-Performed Contract Amount \$ _____

You Were Hired By _____

Estimated Start Date _____ Estimated Completion Date _____

Type of Work _____

WE **WILL NOT** HIRE ANY SUB-TIER CONTRACTORS ON THIS PROJECT. Check if applicable

WE **WILL** HIRE A SUB-TIER CONTRACTOR ON THIS PROJECT. Complete below.

Sub-Tier Contractor Company _____

Submit "Subcontractor Notification Form" for each contractor (located in the forms section).

Federal Employer's Identification Number _____

NCCI Experience Modification Identification Number _____

Are any employees temporary or leased? Yes No (select one)

Temporary/leased employee company _____



Company that hired you for this contract: _____

Final Payroll Audit: Lockton or the CCIP insurance companies will contact your audit personnel to arrange for a final payroll audit.

Record Retention: All payroll records related to the CCIP must be retained for a period not less than four years from project completion.

Signature: _____

Controller or Company Officer

Date: _____

THIS FORM MUST BE E-MAILED, FAXED, OR MAILED TO:	
LOCKTON COMPANIES	
Attn:	Nicole Davidge
	444 West 47th Street, Suite 900
	Kansas City, Missouri 64112-1906
Phone:	(816) 960-9097
E-mail:	ndavidge@lockton.com

CLASSIFICATION/PAYROLL WORKSHEET

FORM 3

**Suffolk Construction Company, Inc.
Miami Central Overbuild 1 Office
Classification/Payroll Worksheet**

Company Name: _____

You Were Hired By: _____

Contractor Name: _____

Contract Number: _____ Contract Value: \$ _____

Labor Classification	WC Class Code	Estimated Man-hours	Estimated Payroll	Number of Employees
			\$	

Agreement:

I hereby warrant the insurance costs are excluded from my bid and change orders as well as accuracy of payroll information provided and agree that the Sponsor, its insurance representative, and/or the CCIP carrier may audit the Subcontractor's and each Sub-Subcontractor's records to confirm the accuracy of payrolls. This includes, without limitation, any changes to the work as referenced in this Contract.

Contract price and assignment of return premium—The Sponsor, at its sole expense, will furnish the CCIP coverages listed for the benefit of all Enrolled Subcontractors and their Sub-Subcontractor(s). In consideration of the Contractor providing CCIP coverages, the Subcontractors of all tiers will:

- Assign to the Sponsor all return premiums, dividends, refunds, discounts, and/or other credits due under the CCIP policies.

Signed by: _____ Date Prepared: _____

Complete the form using estimated payroll and man-hours for the contract you have been awarded. **If you have been awarded more than one contract, a separate application and worksheet is required for each contract.**

If you have questions concerning completion of this form, please contact your insurance representative or your Lockton program coordinator.

THIS FORM MUST BE FAXED OR MAILED TO:	
LOCKTON COMPANIES	
Attn:	Nicole Davidge 444 West 47th Street, Suite 900 Kansas City, Missouri 64112-1906
Phone:	(816) 960-9097
E-mail:	ndavidge@lockton.com



SUBCONTRACTOR AWARD

FORM 3

**Suffolk Construction Company, Inc.
Miami Central Overbuild 1 Office
Subcontractor Award**

****NOTE:** THIS FORM MUST BE FILLED OUT COMPLETELY AND SENT TO LOCKTON NO LATER THAN ONE BUSINESS DAY AFTER YOUR COMPANY HIRES A SUBCONTRACTOR TO WORK AT THE CCIP PROJECT.

Your Company Name: _____

Information About the Company You Hired

Company Name: _____

Enrollment Contact: _____
Name Phone Fax

E-mail address

Company Address: _____
Street Address

City State Zip

Project/Phase Name: _____

Estimated Start Date: _____ Contract Value: \$ _____

Scope of Work: _____

Signature: _____ Date: _____

THIS FORM MUST BE FAXED OR MAILED TO:
LOCKTON COMPANIES
Attn: Nicole Davidge
444 West 47th Street, Suite 900
Kansas City, Missouri 64112-1906
Phone: (816) 960-9097
E-mail: ndavidge@lockton.com

PAYROLL REPORTING FORM

FORM 4

**Suffolk Construction Company, Inc.
Miami Central Overbuild 1 Office
Payroll Reporting Form**

I. General Information

Your Company Name: _____

Project/Phase Name: _____

You Were Hired By: _____

Period That You Are Reporting Payroll For: _____ to _____

Contract Number _____ **NO PAYROLL TO REPORT FOR THIS PERIOD**

II. Payroll Information

WC Description	WC Code	Straight Time		Overtime*		Total		Number of Employees
		Hours	Payroll	Hours	Payroll*	Hours	Payroll	
			\$		\$		\$	

***NOTE: Overtime should be included at the normal hourly rate.
DO NOT INCLUDE EXTRA WAGES PAID FOR O.T.**

List any Subcontractors working on the above contract:

WARRANTY REGARDING PAYROLL REPORT

The payroll and hours reported above shall equal those reported on other documents (i.e., Certified Payroll Reports, invoices for payment or insurance company audit records). Discrepancies are subject to audit and adjustment.

Payroll verified by: _____ Date: _____
Controller or Company Officer

Is this your FINAL payroll report? Yes* No

If yes, please complete Notice of Completion Form G-1

THIS FORM MUST BE FAXED OR MAILED TO:

LOCKTON COMPANIES
Attn: Nicole Davidge
444 West 47th Street, Suite 900
Kansas City, Missouri 64112-1906
Phone: (816) 960-9097
E-mail: ndavidge@lockton.com



NOTICE OF COMPLETION

FORM 5

Suffolk Construction Company, Inc. Miami Central Overbuild 1 Office Notice of Completion

I. Completed Work

Company Name: Contract Number: Contract Name: Your Company Was Hired By:

II. Subcontractors

List all your subcontractors:

III. Contract Information

Final Contract Value: \$ This is our ONLY contract at this job site: Yes No Total On-Site Payroll: \$ Completion Date: Company that hired you for this contract:

Final Audit Lockton Companies or the CCIP insurance carriers will contact your audit personnel to arrange for a final payroll audit.

Record Retention All payroll records related to the CCIP must be retained for a period not less than four years from project completion.

The undersigned acknowledges termination of coverage under the Contractor Controlled Insurance Program as of We must provide Suffolk Construction Company, Inc., with a Certificate of Insurance evidencing our own on-site coverage.

Signature: Date: Controller or Company Officer

THIS FORM MUST BE FAXED OR MAILED TO: LOCKTON COMPANIES Attn: Nicole Davidge 444 West 47th Street, Suite 900 Kansas City, Missouri 64112-1906 Phone: (816) 960-9097 E-mail: ndavidge@lockton.com



ACCIDENT REPORTING AND TREATMENT (ART) FORM

Please send bills to:
Suffolk Construction
Risk Management
65 Allerton Street
Boston, MA 02119

Project Name:

1. ACCIDENT DATA

(To Be Completed By Foreman/Field Safety Officer)

Contract # _____

Name of Employee: _____ SS#: _____ Date: _____

Home Address: _____ Home Phone#: _____

Occupation: _____ Wage: _____ M/F: _____

Employer: _____ Jobsite: _____ Birthdate: _____

Enrolled Contractor's Worker's Compensation Policy #: _____ Date of Enrollment: _____

Date of Injury: _____ Time: _____ Witness: _____

Exact Location: _____

Describe what happened: _____

Completed by: _____ Foreperson _____

(To Be Completed By Employee)

2. PAYMENT AUTHORIZATION

I hereby authorize Suffolk or any of its representatives, to be furnished any information and facts regarding this injury, including reports and records, results of diagnosis, treatment and prognosis, estimates of disability, and recommendations for further treatment. This information is to be used for the purpose of evaluating and handling my claim for injury as a result of an incident as described above and for no other purpose, now or in the future. I also agree that a photographic carbonless copy of this release shall be as valid as the original. I also attest that the facts as presented are corrected to the best of my knowledge.

Signed (Employee) _____ Date: _____

(To Be Completed By First Aider)

3. FIRST AID

Date: _____ Time: _____

Employee did not request treatment

Type of Injury: _____ Body Part Injured: _____

Treatment: _____ Follow up (if any): _____

Action taken: Return to work Recurrence/Aggravation of Existing Condition Diagnosis Deferred

(To Be Completed by Medical Provider)

4. MEDICAL PROVIDER

Name of Provider: _____ Phone: _____ Time: _____

Address: _____

Body Part Injured: _____

Treatment: _____

RECOMMENDATIONS FOR WORK:	LIFTING LIMITED TO:	CARRYING LIMITED TO:	PUSHING/PULLING LIMITED TO:	POSITION LIMITATION
<input type="checkbox"/> Regular Work	<input type="checkbox"/> 0 - 25 lbs	<input type="checkbox"/> 0 - 25 lbs	<input type="checkbox"/> 0 - 25 lbs	<input type="checkbox"/> No Repetitive Wrist Motion
<input type="checkbox"/> Modified-duty	<input type="checkbox"/> 26 - 50 lbs	<input type="checkbox"/> 26 - 50 lbs	<input type="checkbox"/> 26 - 50 lbs	<input type="checkbox"/> No Reaching Above Shoulders
<input type="checkbox"/> Not to Drive Vehicles	<input type="checkbox"/> 51 - 75 lbs	<input type="checkbox"/> 51 - 75 lbs	<input type="checkbox"/> 51 - 75 lbs	<input type="checkbox"/> No Reaching Below Waist
<input type="checkbox"/> No Work	<input type="checkbox"/> No Lifting	<input type="checkbox"/> No Carrying	<input type="checkbox"/> No pushing/pulling	<input type="checkbox"/> Standing / Sitting Limited To: _____ hours/day
				<input type="checkbox"/> Bending Limited To: _____ hours/day

Comments: _____

Patient Disclosure

- Return to Foreman; no restrictions
- Return to Foreman with restrictions (Employee may resume full duty _____ date.)
- Return to Foreman; send home (Employee can return to work on _____ date.)
- Return to Foreman; follow up appointment on _____ (date) with _____
- Referred to _____ Appt. date _____

Medical Provider Signature: _____ Date: _____

(To be Completed By Foreman/Field Safety Officer)

5. RETURN TO WORK

Date: _____ Time: _____

The above mentioned restrictions (if applicable have been reviewed and the employee:

- Has been placed in an appropriate modified-duty position
- Cannot be accommodated at this time
- Was sent home per medical instructions
- Returned to full duty, no restrictions
- Employee refused modified-duty
- Employee refused outside treatment

Completed By: _____ Date: _____ Employee: _____ Date: _____



Accident Analysis

EMPLOYEE: _____ **DOI:** _____

6. General

What was the employee doing? _____
Was the employee performing his/her job? yes no
If no, explain: _____
Exact location where it happened? _____
Machinery or equipment or vehicle being used? _____

7. Factors contributing to incident *(Internal information to be used for the prevention of future accidents)*

What condition of tools, equipment, or job caused or contributed to the accident? Be specific.

What did the employee do or fail to do that caused or contributed to the accident? Be specific.

What caused or contributed to the above unsafe condition? Check all that apply.

<input type="checkbox"/> Caused by employee	<input type="checkbox"/> Exposure to corrosion
<input type="checkbox"/> Defective via normal use	<input type="checkbox"/> Exposure to heat/cold
<input type="checkbox"/> Defective via abuse / misuse	<input type="checkbox"/> Poor preventive maint.
<input type="checkbox"/> Safety inspection failure	<input type="checkbox"/> Ventilation defect
<input type="checkbox"/> Housekeeping failure	<input type="checkbox"/> Caused by other employee
<input type="checkbox"/> Illumination defect	<input type="checkbox"/> Cause other than above
<input type="checkbox"/> Faulty design	<input type="checkbox"/> _____
<input type="checkbox"/> Faulty construction	<input type="checkbox"/> Unable to determine

What caused or influenced the above unsafe action(s)? Check all that apply.

<input type="checkbox"/> Unaware of hazard	<input type="checkbox"/> Fatigue influenced action
<input type="checkbox"/> Did not know safe procedure	<input type="checkbox"/> "Under the influence"
<input type="checkbox"/> Low level job skill	<input type="checkbox"/> Defective vision
<input type="checkbox"/> Ignored known hazard	<input type="checkbox"/> Defective hearing
<input type="checkbox"/> Tried to save time	<input type="checkbox"/> Other physical condition
<input type="checkbox"/> Tried to avoid effort	<input type="checkbox"/> Cause other than above
<input type="checkbox"/> Tried to avoid discomfort	<input type="checkbox"/> _____
<input type="checkbox"/> Unable to determine	<input type="checkbox"/> Unable to determine

8. Corrective Action

What action has been taken (✓) or will be taken (X) to prevent recurrence? (Mark all that apply)

<input type="checkbox"/> Reinstruction of person(s) involved	<input type="checkbox"/> Job safety analysis ordered	<input type="checkbox"/> Use of safer materials/supplies
<input type="checkbox"/> Verbal reprimand to person(s) involved	<input type="checkbox"/> Safety guard/device installed	<input type="checkbox"/> Improved illumination
<input type="checkbox"/> Written reprimand to person(s) involved	<input type="checkbox"/> Protective equipment required	<input type="checkbox"/> Improved ventilation
<input type="checkbox"/> Preventive instruction of others	<input type="checkbox"/> Tool/equipment repair/replace	<input type="checkbox"/> Standardize job procedure
<input type="checkbox"/> Job reassignment of employee	<input type="checkbox"/> Improve storage	<input type="checkbox"/> Reduction of noise/vibration
<input type="checkbox"/> Improved inspection procedure	<input type="checkbox"/> Eliminate congestion	<input type="checkbox"/> Better temperature control
<input type="checkbox"/> Improved cleanup procedure	<input type="checkbox"/> Better design/construction	<input type="checkbox"/> Correction other than above

Describe details of corrective action taken or planned.

Person responsible for corrective action _____

When will corrective action be completed? (Date) _____

9. Employee / Foreman Review

Met with employee and discussed findings: Yes No

Employee's Signature _____ Date: _____

Foreman's Signature _____ Date: _____

Field Safety Officer Signature _____ Date: _____

Superintendent Approval _____ Date: _____

Upon completion, please forward to the Injury Coordinator



SUFFOLK**ACCIDENT REPORTING
AND TREATMENT (ART) FORM**

Please send bills to:
Suffolk Construction
Risk Management
65 Allerton Street
Boston, MA 02119

Important Instructions To Be Used For All Accidents Requiring Outside Medical Treatment**EMERGENCIES** (Serious Bodily Injury)

1. Call responding Emergency Medical Service (911)
2. Secure and Check scene for safety
3. Administer first aid
4. Site Safety Coordinator to proceed with Incident Investigation
5. In the event of a serious incident or injury, implement Crisis Management Program

NON-EMERGENCIES

- I. Site safety coordinator to complete Suffolk Construction Accident Reporting and Treatment (ART) Form
 - a. Complete Part A "Accident Data" section
 - b. Employee reads and sings Part B "Payment Authorization" section
 - c. Call assigned Occupational Health Facility
 - d. Injured or person accompanying injured must bring payment information card to present to medical provider.
 - e. Assure that injured party, or transporter of injured party, has Doctor complete Part D "Medical Provider" section of ART Form
 - f. Following treatment, escort the employee back to the work site. Foreperson of injured to review return to work restriction if any are prescribed.
 - g. Review any restrictions and complete Part E "Return To Work" section



In the event that the injured party refuses treatment at the designated Occupational Health Facility, ensure that the injured parties treating Physician completes Part D "Medical Provider" section of the ART Form. If paperwork returned without return to work restrictions, and "At Home Disability" recommended, ART Form must be forwarded to Chartis for IME.

INVESTIGATION

1. Site Safety Coordinator to proceed with Incident Investigation utilizing (**Superintendents Incident Report Form App. G**)
2. Log in Suffolk Incident Log
3. File with ART Form

REPORTING PROCEDURES

Send ART form and Superintendent's Incident Report immediately to Claims Reporter via fax or email. If you have any questions please call Sara VanDeCarr at (617) 517-5223.

E-mail: creporter@suffolkconstruction.com

Fax: 617-989-3382

All faxes to Claims Reporter should include: ART Form and Superintendent Incident Report

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**EXHIBIT E
INCIDENT/ACCIDENT REPORTING PROCEDURES & FORMS**

Page 1 of 6

Each Subcontractor is required to timely report all incidents which are known to have happened on the job site, involving their Employees, other Workers, other People and/or Property Damage.

The response should be as noted on the following (5) pages.

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**EXHIBIT E
INJURY TO YOUR EMPLOYEE**

Page 2 of 6

1. Recommend or aid the injured employee to obtain the best medical care available locally.
2. If injury is serious, call:
 - a. JOHN J. MURPHY
Director of Safety
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
Phone: (561) 832-1616
 - b. ANDREW PIERCE
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
3. Complete a Worker's Compensation Loss Report Form within 12 hours and send to the following:
 - a. JOHN J. MURPHY
Director of Safety
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
Phone: (561) 832-1616
 - b. ANDREW PIERCE
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
 - c. Retain a copy for your files.
4. If the Employer's First Report of Injury did not show that the injured had returned to work, and Employer's Supplemental Report of Injury form should be completed and filed immediately after return to work of the employee, or at the end of sixty (60) days. Keep a copy for your files.

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**EXHIBIT E
INJURY PERSONS OTHER THAN EMPLOYEES**

Page 3 of 6

1. Recommend or aid the injured employee on obtaining the best medical care available locally.
2. If injury is serious, call:
 - a. JOHN J. MURPHY
Director of Safety
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
Phone: (561) 832-1616
 - b. ANDREW PIERCE
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
3. Prepare a report immediately on all facts surrounding the injury from the person most knowledgeable about the accident, and include hearsay information:
 - a. Who was injured
 - b. Describe injury as best you can
 - c. Date, time and location of injury
 - d. What caused the injury
 - e. Why do you believe the accident happened
 - f. How could a future similar accident be avoided
 - g. Did the injured person obtain medical help.
 - h. Where did the injured person obtain medical help
(Obtain Doctor's name, Medical Facility, etc.)
 - I. When and to whom did you report the injury

Forward this report to the following:

- a. JOHN J. MURPHY
Director of Safety
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
Phone: (561) 832-1616
 - b. ANDREW PIERCE
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
 - c. Retain a copy for your files.
4. If the Employer's First Report of Injury did not show that the injured had returned to work, and Employer's Supplemental Report of Injury form should be completed and filed immediately after return to work of the employee, or at the end of sixty (60) days. Keep a copy for your files.

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**EXHIBIT E
DAMAGE TO PROPERTY OF OTHERS**

Page 4 of 6

1. Call, regardless of seriousness:
 - a. JOHN J. MURPHY
Director of Safety
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
Phone: (561) 832-1616
 - b. ANDREW PIERCE
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
2. Prepare a report immediately on all facts surrounding the incident.
 - a. What was damaged
 - b. How damage occurred
 - c. Date, time and location of damage
 - d. Who was called
 - e. Recommendations, if any
3. Mail report within 12 hours to:
 - a. JOHN J. MURPHY
Director of Safety
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
Phone: (561) 832-1616
 - b. ANDREW PIERCE
SUFFOLK CONSTRUCTION COMPANY, INC.
One Harvard Circle, Suite 100
West Palm Beach, FL 33409
4. Keep us posted on future developments.

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**EXHIBIT E
INJURY REPORT**

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DATE: _____

Name of Injured Worker: _____

Home Address (if available):

Employed by: _____

Date of Accident: _____ Time of Accident: _____

Location of Accident (e.g. building, floor, location, etc.) _____

What was Injured (i.e. Leg, Ankle, etc.) _____

How Bad is Injury: _____

What Happened: _____

Who is Responsible: _____

Name and Address of Witness (use back, if necessary): _____

Reported to: _____

Was an Ambulance Called? YES NO

Ambulance Name and Telephone Number: _____

What Action was Taken? _____

Signed by: _____

Please print your name: _____

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**EXHIBIT E
DAMAGE REPORT
(BUILDING, PROPERTY, AUTOMOBILES, PROPERTY OF OTHERS)**

Page 6 of 6

DATE: _____

Date and Time of Loss: _____

Location of Loss: _____

Person Reporting: _____

Telephone Number: _____

Reported to: _____

What Happened: _____

What was Damaged? _____

If Vehicle, Year, Make, Model, Plate Number: _____

Who was responsible for Damage: _____

Name and address of Witness (use back, if necessary): _____

Did Police Investigate? YES NO

If so, Name and Badge Number: _____

What Action was Taken? _____

Signed by: _____

Please print your name: _____



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**EXHIBIT H
BUILDING INFORMATION MODELING (BIM) RIDER**

1.0 DESCRIPTION OF SCOPE OF WORK:

- A. Subcontractors submitting proposals for the following scopes of Work shall actively participate in the three-dimensional (3D) modeling process as outlined in this document for the purposes of coordinating the construction, operations, and maintenance of the Project.
- B. The Subcontractor shall develop and share a working 3D model that includes the modeling scope identified herein, as it relates to their respective scope of Work. The shared 3D models will be used for spatial coordination, constructability analysis, construction planning, and quality review of installed locations and components. The Model may consist of multiple or partial models that represent individual sequences or areas of coordination as deemed necessary by Suffolk Construction. The Model elements shall be 3D objects and shall be dimensionally accurate.
- C. In the event that the Subcontractor fails to comply with the requirements stated within this addendum, any portion of the subsequent BIM processes, and/or the Project Specific BIM Execution Plan; at any time throughout the duration of the project, the Subcontractor will be held strictly to the non-performance clauses contained in 8.6.2 of the subcontract agreement.
- D. The Subcontractor shall provide competent 3D modeling technician or draftspersons who are experienced in the type of work that the Subcontractor is providing. Suffolk Construction will not be responsible for, or provide any training necessary for the 3D modeling technicians or draftspersons to be effective in their work on the Project
 - i. In the event that the Subcontractor cannot provide a competent 3D modeling technician or draftsperson from within their company, the following protocol must be followed:
 - 1. Subcontractor will procure a pre-qualified (by Suffolk) third party consulting firm that will be able to fulfill the roles and responsibilities of the modeling technician/draftsperson for the Subcontractor. Suffolk Construction will provide a listing of pre-qualified consultants upon request.
 - 2. All meetings outlined in this exhibit will be required to maintain attendances by both a qualified representative of the Subcontractor and the assigned modeling technician or draftsperson of the consulting firm.
 - 3. All assigned and original representatives of both the Subcontractor and the Consulting Firm will remain on the project throughout its duration unless that individual is deemed unacceptable by either party.
 - 4. Any additional costs, requested by the Consulting Firm of the Subcontractor, are the sole responsibility of the Subcontractor and not Suffolk Construction. It is vital to understand all potential costs prior to the hiring of a consultant based on potential schedule deviations and milestones.



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BUILDING INFORMATION MODELING (BIM) RIDER**

- E. This Subcontractor shall provide models in *.DWG, *.RVT, *.IFC and *.NWC, file format with components of the subcontractor's scope represented as 3D Solids. The use of formats other than mentioned shall be coordinated with Suffolk Construction Company's BIM Coordinator
- F. All required model object enablers, that allow for model geometry to be viewed within Autodesk Navisworks and AutoCAD, must be provided to Suffolk Construction and all other subcontractors by means of the project file transfer site.
- G. The Subcontractor is responsible for providing the required model updates, data, sign-off documentation, shop drawings, submittals, and/or permit documentation by the dates provided within the Suffolk Construction schedule and Project BIM Coordination Schedule.
- H. Subcontractor shall maintain a model review software (i.e. Autodesk BIM 360 Glue, Navisworks Manage, Solibri Model Checker, etc.) for internal and external coordination processes with other trades. It is required that the software be able to read the file formats listed in Section 1.0, Item D. Version of this software shall be established in the BIMX plan.
- I. Models shall be developed using unique identification for all elements or assemblies that differ by configuration, performance, use, material or none modeled components. Each family type shall be assigned an Assembly Code using Uniformat 2010 Level 5 coding as defined in LOD Specifications issued by BIM FORUM.
- J. Subcontractor understands that no installation shall be performed without official sign-off from both Suffolk Construction's BIM coordinator and Project Superintendent. Failure to comply may result in unnecessary removal and re-work of installed components, for all subcontractors involved, at the cost of the subcontractor responsible for the un-approved installation.
- K. Subcontractor will be required to utilize a web-accessed file transfer site (provided by Suffolk Construction) for purposes of downloading and uploading electronic files (including 3D models) and related information to support the modeling and coordination work contained herein.
- L. Model hierarchy, file naming requirements, as well as drawing layer naming conventions, shall strictly follow the standards set forth by Suffolk Construction at the BIM Kick-Off Meeting and/or in the Project Specific BIM Execution Plan
- M. Subcontractor shall strictly follow the process requirements stated or referenced within this Exhibit and/or in the Project Specific BIM Execution Plan.



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BUILDING INFORMATION MODELING (BIM) RIDER**

- N. The building elements represented in the model shall maintain specific data as referenced in the Project Specific BIM Execution Plan. This data will coincide with owner specific requirements pertaining to as-built documentation and facility management information. Any additional data that may be required during the course of the project due to owner requirements will be officially requested by Suffolk Construction at that time.
- O. Subcontractor shall provide an accurate model that reflects all changes to the Contract Documents or additions per code compliance upon project completion.
- P. If Subcontractor fails to provide an accurate model per the project requirements, Suffolk construction may prepare a suitable model through its own resources, and Subcontractor shall be responsible for all reasonably incurred expenses.
- Q. If models from the design team are used for coordination purposes, Subcontractor shall be responsible for the accuracy of the models in their scope of work as it relates to the systems as they will install. The Subcontractor shall sign off on the model as correct, or provide a detailed, itemized list of discrepancies or corrections needed.
- R. In the event that Suffolk Construction provides a model on the Subcontractor's behalf, Subcontractor shall be responsible for the accuracy of the models in their scope of work as it relates to the systems as they will install. The Subcontractor shall sign off on the model as correct, or provide a detailed, itemized list of discrepancies or corrections needed.
- S. Subcontractors shall provide both .dwg and .pdf documents of the final layouts for signoff package and comply with specific sign off requirements (if any) listed in BIM execution plan.
- T. Hardware requirements:
 - i. The subcontractor's coordinators have their relevant applications installed on a portable laptop computer and can participate in on-site coordination meetings and make changes and adjustments to their models
 - ii. All Subcontractors who will be participating in the BIM model authoring shall have all the necessary hardware to facilitate a smooth transition of data to avoid any time delay.
 - iii. In case Subcontractors use a third party for model assistance, the third party shall be present and have equipment to support onsite colocation as needed by Suffolk Construction Company, Inc.



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BUILDING INFORMATION MODELING (BIM) RIDER**

U. Software requirements:

- i. The subcontractors must have their relevant drafting and modeling applications available and the ability to readily export files in the file formats specified in this document.
- ii. This subcontractor shall have all the trade specific software required to generate models of Level of Development (LOD) 400 as defined within the AIA E202 document pertaining to Model Content Requirements and Construction Uses, respective to each trade, installed on their computers.

2.0 COORDINATION PROCESS COLLABORATION REQUIREMENTS:

The following are requirements of the Subcontractor throughout the duration of the Project:

- A. Subcontractor agrees to participate in all weekly BIM coordination meetings, coordination-based design meetings, and scope specific meetings; either web-based or on-site, and follow up meetings per requirement of issues generated or as directed by Suffolk Construction.
- B. Subcontractors shall be required to upload and synchronize model files and perform clash detections in web based platforms such as BIM 360 Glue as well as desktop applications such as Navisworks manage and identify conflicts which shall be communicated to the Project team in discrepancy report. Subcontractors shall review the identified conflicts as set forth in the discrepancy report and jointly develop conflict solutions and modify their system models accordingly. Trade coordination and model modification shall at all times remain the responsibility of each Subcontractor. Subcontractors agree to check their models on a continuing basis for coordination issues with other trades and take initiative to coordinate with the other trades directly to resolve these issues. This item is inclusive of the non-performance clause as stated in Section 1.0, Item C.
- C. Subcontractors agree to read and verify all coordination related documentation, provided by Suffolk Construction, prior to all scheduled coordination meetings in order to be ready to discuss possible solutions and issues.
- D. The subcontractor agrees to re-draw or re-model components and systems of the model as a process of resolution for coordination issues. In the event that the Subcontractor is not responsible per their Scope, the Subcontractor will provide the model update as a requirement of the 3D Coordination process.
- F. Subcontractor agrees to update their trade model based on the changes in the coordination meeting with other trades and as directed by Suffolk Construction BIM Coordinator.



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BUILDING INFORMATION MODELING (BIM) RIDER**

- G. Subcontractor commits to revise and submit the shop drawings based on the coordination meetings by the date and time scheduled by Suffolk Construction for the follow-up posting.
- I. All Subcontractor representatives involved in the coordination effort are required to maintain phone and e-mail accessibility during normal business hours for Eastern Standard Time.
- J. The representative of subcontractor who attends the trade coordination meetings shall be proficient with the software as well as communication with all other trade contractors. Suffolk Construction reserves the right to request a replacement of modeling representatives at any time based on above requirements.
 - i. If a pre-approved third party consultant has been retained by the Subcontractor per Section 1.0; Item C, the assigned third party representative will be assume these requirements as a party of the Subcontractor.
- K. Subcontractor shall submit specific product data for all major and repetitive system equipment no less than two weeks prior to the start of the coordination effort in order to ensure proper coordination or as specifically directed by Suffolk Construction.
- L. This subcontractor agrees to coordinate with Suffolk Construction's BIM Coordinator or designee to assign dollar values to critical collisions identified and avoided in the 3D coordination process to calculate ROI data that could be used by all parties.
- M. The BIM and trade coordination process are facilitated by Suffolk Construction to improve efficiency of the coordination process and to realize production efficiencies in order to deliver a superior product. All effort within the use of BIM and subsequent processes does not overstate the delivering of a complete and functional system as stated in the contract documents.

3.0 RIGHT OF RELIANCE AND CONTRACT DOCUMENTS

- A. The Contract Documents remain the Contract Documents prepared and stamped by the designer(s) of record and provided to the subcontractors.
- B. Subcontractor acknowledges that the design team may require multiple company specific conditions release or electronic information waivers to be signed and adhered to for this Project. Subcontractor will comply with such design team requirements prior to receiving any electronic information.



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BUILDING INFORMATION MODELING (BIM) RIDER**

- C. Subcontractor does not have the right to rely on the 3D model, provided by the designer, as a "Contract Document" for the purpose of construction. All models authored during the course of this project are only to be released for installation upon approval by the Suffolk Construction BIM Coordinator and Project Superintendent.
- D. The architectural and structural background models provided by the design team or third party modelers to the subcontractors are for information only and will not become a part of the Contract Documents.
- E. Suffolk Construction Company requires coordination of the systems listed in this document in 3D even though the model provided is not and will not become part of the Contract Documents. It is the subcontractor's responsibility to review the model and confirm that it adheres to the Contract Documents and must report any discrepancies and inconsistencies to Suffolk Construction. **The requirement to provide all scope specific shop drawings, submittals, and/or permit drawings remains un-affected by the requirements and provisions described in this document.**

4.0 SUBCONTRACTOR PROVISIONS

- A. Suffolk Construction will make available the following items to Subcontractor if they become available for the purposes of this Project:
 - i. Architectural and structural background models
 - ii. Background models of the other trades that provide models
 - iii. On-site internet access at the facility used for coordination
 - iv. Online file sharing system for all participating subcontractors
 - v. Online meeting setup

5.0 AUTHORIZING AND PROCESS REQUIREMENTS

- A. The architectural and structural background models provided by the design team are for information only.
- B. This subcontractor agrees to provide 3D models of Level of Development (LOD) four hundred (400) that could generate 2D or 3D shop drawings and be utilized by the Subcontractor for fabrication purposes (per document AIA E202, pertaining to Model Content Requirements and Construction Uses). Scope specific detail items contained in this document may be substituted accordingly and with the approval of Suffolk Construction.
- C. Subcontractor shall inform the Suffolk Construction BIM Coordinator of any work they consider out of their scope before beginning the modeling effort on the components in question. Additional compensation shall not be provided for additional work not approved by Suffolk Construction prior to commencing.



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- D. Subcontractor agrees not to install components that deviate from the signed-off coordination areas in the model.
- E. In the event of an Owner-directed change, the Subcontractor shall inform Suffolk Construction of any cost impact associated to the proposed changes as it relates to 3D coordination requirements as part of their estimated change order cost within the time frame specified by Suffolk Construction.
- F. Subcontractor agrees to provide a discrepancy log with all observed discrepancies in the drawings throughout the modeling process while not affecting model authoring and file upload requirements.
- G. Subcontractor agrees to deliver completed models in an approved file format (See Section 1.0, Item D), divided by level, coordination area and/or building.
- H. Subcontractor agrees to provide sign-off documents for their scopes per the requirements within the Project Specific BIM Execution Plan.
- I. Subcontractor shall maintain object specific ID fields to be contained within the object properties. This field must be accessible by other software related to field installation such as Autodesk BIM360 Field Manager. A test object may be submitted to Suffolk Construction to verify compliance.
- J. Subcontractor agrees to provide a detailed electronic listing (*.XLS) of all Operations and Maintenance, Equipment Data, and Close-Out documentation to Suffolk Construction prior to commencing work on the production of final documentation to ensure completeness.
- K. Subcontractor agrees to provide an electronic copy (*.PDF or *.TIFF) of all equipment data, Operations and Maintenance manuals, and close-out documentation according to the schedule implemented by Suffolk Construction.
- L. The subcontractor grants a non-exclusive copyright license for the Federated Models created in the modeling process to Suffolk Construction Company, including the right to sell the model or parts of it to owner or other entities, such as for the use in Facility Management systems and software. If the model is published by Suffolk Construction Company or the user of the model designated by Suffolk Construction Company is not required to mention the creator of the model but will make an effort to note the author accordingly.
- M. Subcontractor is responsible for ensuring the technical accuracy and completeness of their drawings and model. The intent of model is to show all components, equipment and services in a true representation of their final location in the completed facility. Whereas specific dimensional location of material, equipment and services may not be included in construction documents, the location of the material, equipment and services in the Subcontractor's model(s) shall be dimensionally accurate.



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BUILDING INFORMATION MODELING (BIM) RIDER**

- N. Subcontractor models will be required to utilize the same single point of origin as that determined by Suffolk Construction and will generally be required to encompass the same extents.
- O. Subcontractor shall provide final coordination models to Suffolk Construction within the designated scheduled duration, even after the area sign-off has taken place. This revised model will incorporate all remaining clash resolutions that may have been documented on the sign-off drawings in the interest of the project schedule.
- P. All revised 3D model or 2D document submittals will have a written narrative to define changes from previous submittals. Typical drafting techniques such as 'clouds', 'bubbles', etc. are acceptable means of change tracking for 2D submittals. Layer control should be used to define changes in 3D model. All revisions should be shown in both 3D and 2D formats.

6.0 MODEL MANAGEMENT AND TRADE SCOPES

- A. Subcontractor will maintain/update their respective models throughout construction by incorporating, at a minimum, to the extent that they affect the information contained in the model:
 - RFI's.
 - ASI's or other change documents that affect the contract documents.
 - Submittal comments and revisions on approved shop drawings.
 - Approved Substitution Requests.
 - As-Built field modifications.
 - Changes in the sequencing of the Work.
 - Changes requested by Suffolk Construction, including those on behalf of other Subcontractors.
- B. Subcontractor to provide Suffolk Construction with an updated model as required by the project schedule, process schedule, other subcontractor requests, when new information becomes available or more often when installation of the Work requires, for the duration of the project. This item is inclusive of the non-performance clause as stated in Section 1.0, Item C.
- C. The requirements for objects to be included in the Component Models provided by the trade contractors are minimum requirements. The subcontractor is encouraged to provide additional objects in models that facilitate the coordination between the trades. In case of contradictions between inclusions and exclusions in the scope description below the case that imposes the greater duty on the subcontractor shall be considered.

6.1 TRADE SCOPE MODEL CONTENT REQUIREMENTS



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BUILDING INFORMATION MODELING (BIM) RIDER**

- A. The subcontractor for **site utilities** agrees to include the following items in the Structural model:
 - i. Site topography, indicating existing and proposed grading, building pads, all bundled conduit and piping
 - ii. All underground utilities 2" or larger in diameter beyond 5'-0" of building
 - iii. Existing utilities in case CAD files are provided via GPR or from the engineer.
 - iv. All grease traps, fuel tanks, cisterns, vaults, manholes, tanks, and underground storage containers
 - v. All duct banks, all backwash preventers and control valves
 - vi. All other site structures needed that are not included in architectural package
- B. The subcontractor for **cast-in-place concrete** agrees to include the following items in the Structural model:
 - i. All cast-in-place concrete shall be modeled including Footings, Foundations, Pile Caps, Grade Beams, Tie Beams, Crane Foundations, Columns (including haunches and cleats), Walls, Stairs, SOG and SOMD
 - ii. All construction joints, pour breaks, expansion joints and pour sequencing shall be modeled.
 - iii. Slabs will be modeled as part of the overall thickness of the slab; ribs in metal decks need not be modeled. Bolts, clip angles, etc. need not be modeled.
 - iv. Neither slab camber nor chamfers at corners need to be modeled.
 - v. Edges of all slabs and slopes shall be accurately modeled.
 - vi. All embeds, openings, and penetrations must be included in the concrete models. These include embeds required for structural steel, precast concrete, roof davits, MEPFP sleeves, etc.
- C. The subcontractor for **masonry trade** agrees to include the following items in the Structural model:
 - i. All masonry walls (Including CMU, brick, and stone) will be modeled to reflect accurate design detailing and material differentiation.
 - ii. All tie-beams, tie-columns, and lintels will be modeled.
- D. The subcontractor for **precast trade** agrees to include the following items in the Structural model:
 - i. All precast wall systems, panels, joists, soffits, beams, and embeds will be modeled. These will include all haunches and cleats.
 - ii. All precast panels and wall systems will be modeled to show material differentiation.
- E. The subcontractor for **interior walls** and partitions agrees to include the following items in the interior wall and partition model:
 - i. All metal framing kickers, hangers and framing required to support interior walls, soffits, and partitions



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BUILDING INFORMATION MODELING (BIM) RIDER**

- ii. All king studs and detail specific support framing associated with doors, interior glazing, and windows.
 - iii. Model all full height wall, framing systems, furring details, ledgers and angles
 - iv. Identify rated wall and non-rated walls
 - v. Model all penetrations through walls
- F. The subcontractor for **structural steel** agrees to include the following items in the Structural model:
- i. All primary and secondary structural steel members and their associated connections will be modeled using the steel subcontractor's fabrication/shop drawing model. This will include all actual gusset plates, and exterior wall supports (e.g., kickers) for coordination. Embeds will be modeled for coordination with other trades.
 - ii. The current drawings/models are design intent and should be further enhanced by the subcontractor to a level of detail (LOD) 400 (as mentioned AGC BIM Forum LOD to be able to fabricate and generate shop drawings from the model.
 - iii. Model elements shall be set up in a way to accommodate separate piece counts for quantity take off purposes. Steel members shall be referenced to the correct location of the members in the building.
- G. The subcontractor for **exterior metal panel systems** agrees to include the following items in the exterior glazing model:
- i. All metal panel systems and penetrations will be modeled and will show material differentiation.
 - ii. All bracing, embeds, kickers, and other support systems for exterior metal panels will be modeled.
 - iii. Individual study models of certain conditions (virtual mock-ups) may be required as deemed necessary by the Owner, Architect, or Suffolk Construction to verify the quality of the system design prior to construction.
 - iv. Roof davits, window cleaning anchor points and rigging equipment shall be modeled.
 - v. The interior face of the exterior skin must be clearly identified in the Construction Model to provide for an accurate and successful 3D building coordination exercise.
 - vi. When creating the 3D model, all connections should be created to allow automatic relocation of the panels and connections to structure.
 - vii. Individual metal panels shall be modeled to represent sequence of installation
 - viii. The complete enclosure model shall be submitted for review in conjunction with Building Structure models in order to fully coordinate the building's shell in accordance with the schedule provided by Suffolk Construction.



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- ix. The exterior metal panel subcontractor(s) shall fully participate in the building shell coordination process by reviewing the structural subcontractor(s) models for compatibility and constructability issues or clashes with the enclosure models.
- H. The subcontractor for the **miscellaneous metals** trade agrees to include the following items in the Miscellaneous Metals model:
 - i. All metal stairs and associated components, pipe racks, metal support systems and connections, custom railings and guardrails, elevator hoist beams, access ladders and walkways, steel grating, tube steel, roof davits, and bollards will be modeled.
 - ii. All assemblies will be modeled individually and will match the most recent approved shop drawings for that assembly.
- I. The subcontractor for **Cabinetry** agrees to include the following items in the cabinetry model:
 - i. All bracing, support systems for cabinetry shall be modeled.
 - ii. Individual cabinetry panels should be marked and tagged with a unique number
 - iii. Individual study models of certain conditions (virtual mock-ups) may be required as deemed necessary by the Owner, Architect, or Suffolk Construction to verify the quality of the system design prior to construction.
 - iv. All Cabinetry models shall include the embedded appliances that are included in the cabinetry
 - v. Cabinetry model shall be coordinated with Architectural layout, floor finishes and electrical outlets and ceiling drops etc.
 - vi. All electrical fixtures embedded into cabinetry shall be modeled in the cabinetry models
- J. The subcontractor for **metal ceiling systems** agrees to include the following items in the ceiling model:
 - i. All ceilings, framing systems, seismic bracing, kickers, hangers and supports
 - ii. All access panels need to be indicated and coordinated with other trades
 - iii. Ceiling thicknesses need to be modeled accurately
- K. The subcontractor for **ceiling grid** agrees to include the following items in the ceiling model:
 - i. All ceilings, framing systems, seismic bracing, kickers, hangers and supports
 - ii. All ceiling thicknesses needed for clearance
- L. The subcontractor for **exterior glazing systems** agrees to include the following items in the exterior glazing model:
 - i. All storefront systems, curtain wall systems, windows, exterior doors and sidelights, glass railings and other exterior glazing systems will be modeled and will show material differentiation.



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**EXHIBIT H
BUILDING INFORMATION MODELING (BIM) RIDER**

- ii. All bracing, embeds, kickers, hollow-metal framing and other support systems for exterior glazing will be modeled.
 - iii. Individual study models of certain conditions (virtual mock-ups) may be required as deemed necessary by the Owner, Architect, or Suffolk Construction to verify the quality of the system design prior to construction.
 - iv. Roof davits, window cleaning anchor points and rigging equipment shall be modeled.
 - v. The interior face of the exterior skin must be clearly identified in the Construction Model to provide for an accurate and successful 3D building coordination exercise.
 - vi. The complete enclosure model shall be submitted for review in conjunction with Building Structure models in order to fully coordinate the building's shell in accordance with the schedule provided by Suffolk Construction.
 - vii. The exterior glazing subcontractor(s) shall fully participate in the building shell coordination process by reviewing the structural subcontractor(s) models for compatibility and constructability issues or clashes with the enclosure models.
- M. The subcontractor for **interior glazing systems** agrees to include the following items in the exterior glazing model:
- i. All interior glazing systems will be modeled and will show material differentiation.
 - ii. All bracing, embeds, kickers, hollow-metal framing and other support systems for interior glazing will be modeled.
 - iii. Individual study models of certain conditions (virtual mock-ups) may be required as deemed necessary by the Owner, Architect, or Suffolk Construction to verify the quality of the system design prior to construction.
 - iv. Interior glazing models for shower compartments shall be submitted at virtual mock up level of detail.
- N. The subcontractor for **elevators** agrees to include the following items in the elevator model:
- i. All systems that represent the elevator scope of work shall be modeled including the elevator cab, doors, ceilings, interior railing and finishes
 - ii. All bracing, embeds, hollow-metal framing and other support systems for elevators will be modeled.
 - iii. Individual study models of certain conditions (virtual mock-ups) may be required as deemed necessary by the Owner, Architect, or Suffolk Construction to verify the quality of the system design prior to construction.
 - iv. All structural system that is required for the elevator hoists need to be modeled and coordinated



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- v. Doorways and elevator lobby in the elevator scope shall be modeled.
 - vi. All electrical fixtures in the elevator cab shall be modeled.
 - vii. The complete enclosure model shall be submitted for review in conjunction with Building Structure models in order to fully coordinate the shaft openings accordance with the schedule provided by Suffolk Construction.
- O. The subcontractor for **mechanical trade** agrees to include the following items in the Mechanical model:
- iv. All ducts (including insulation and flanges), VAV boxes sheet metal enclosed plenum areas, sound attenuation and air handling equipment. All hangers shall be modeled to ensure conflicts are minimized.
 - v. Equipment to its overall height, width and depth. Access/service clearances will be modeled for all equipment. All pads or curbs associated with the equipment will be modeled.
 - vi. All louvers, grilles, end caps, and access panels will be modeled.
 - vii. All fire dampers, smoke dampers and combination fire/smoke dampers. Includes all associated access doors and clearance zones required for access to relevant access doors.
 - viii. All piping (HVAC, Medical Gas, Fuel Oil, etc.) including underground and any piping associated with mechanical equipment. Pipes shall be modeled with pipe insulation, and flanges. Pipe slope shall be modeled. Valves, vents, traps, fittings, connections and other components shall be modeled.
 - ix. Access zones for valves and VAV's will be modeled to ensure access is available for proper operation and maintenance.
 - x. Any electrical (conduit, boxes, equipment, devices, etc.) associated with mechanical equipment. Conduits 1" or greater shall be modeled individually. Smaller conduits ganged in runs of three or more shall be modeled, but may be represented by a single block that includes all mounting support and clearance space.
- P. The subcontractor for **plumbing trade** agrees to include the following items in the Plumbing model:
- i. All plumbing piping and gas piping (including water, sanitary, storm, rain leaders, scuppers, access zones and equipment. Pipes shall be modeled to the outside diameter of the pipe or the pipe insulation, whichever is greater. Pipe slope shall be incorporated into the models. Valves, vents, traps, fittings, connections and other components shall be modeled. All hanging systems shall be modeled.
 - ii. All plumbing components including water closets, urinals, lavatories, sinks, drinking fountains, water heaters, specialized water systems (including equipment pads)
 - iii. Access zones for valves will be modeled to ensure access is available for proper operation and maintenance.



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- iv. All plumbing equipment, to its overall height, width and depth. Access/service clearances will be modeled for all equipment.
 - v. All valves and cleanouts, along with access to valves/cleanouts. Chain operated valves are to be modeled with the chain represented geometrically as an access zone.
 - vi. Any electrical (conduit, boxes, equipment, devices, etc.) associated with mechanical equipment. Conduits 1" or greater shall be modeled individually. Smaller conduits ganged in runs of three or more shall be modeled, but may be represented by a single block that includes all mounting support and clearance space.
- Q. The subcontractor for **electrical trade** agrees to include the following items in the Electrical model:
- i. Conduits 1" or greater shall be modeled individually. Smaller conduits ganged in runs of three or more shall be modeled, but may be represented by a single block that includes all mounting support and clearance space. These requirements apply to all electrical systems (including low voltage).
 - ii. Cable tray, floor duct, wall duct, rated wall sleeves, access zones and electrical equipment (including power distribution, branch circuitry and low voltage systems). Access/service clearances, and housekeeping pads and curbs will be modeled for all equipment.
 - iii. Light fixture locations and space requirements. Light fixtures shall be modeled to accurately reflect the specific fixtures intended for installation in the completed Work. The light fixtures should represent the geometric extents of the approved light fixtures and also include a clearance layer representing the space needed to install and service the lights.
 - iv. All power feeds to equipment (including electrical work associated with HVAC, Plumbing and Fire Protection that is identified as part of the electrical contractor's scope) and all switch gear.
 - v. All conduit/raceway provided for Owner furnished equipment.
 - vi. Switches and outlet locations will not typically be modeled. Switches and outlet locations shall only be modeled in areas where coordination with architectural finish floor elevation or interior elevations are of concern as deemed by the Architect or Suffolk Construction.
- R. The subcontractor for **fire protection trade** agrees to include the following items in the fire protection model:
- i. All piping (including slope), fittings, valves, pumps, sprinkler heads, and hanger systems
 - ii. Access zones for valves will be modeled to ensure access is available for proper operation and maintenance.



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- iii. All electrical components of the fire protection system, including panels, conduits (to the same extent as identified in Electrical above) and devices.
- S. The subcontractor for the low voltage, building controls and photometric trade agrees to include the following items in the Building Controls model:
 - i. All control panels that require access for service or maintenance, control valves, control dampers, and sensors.
 - ii. All electrical systems, all distribution boxes, cable trays including hangers, all curbs and equipment pads, all fixtures
 - iii. All conduit runs of 2" diameter or larger, all bundled conduit,
 - iv. All underground conduit runs to 5'-0" from edge of building
 - v. Specialty systems (Fire Alarm, A/V, Security, Access Control and Telecom, etc.)
 - vi. For all fixtures requiring installation or maintenance clearances, model the clearance as a semi-transparent item in the assembly.
 - vii. Model all seismic bracing, hangers, cable trays and supports
 - viii. All access panels deemed necessary by Contractor

7.0 SCHEDULE:

- A. At any point during the project duration, Suffolk Construction reserves the right to inquire on the Subcontractor's internal schedule as it relates to the overall project schedule.
- B. Subcontractor agrees to revise their coordination efforts based on changes to the project schedule as determined by Suffolk Construction. The basis for these changes includes but is not limited to: weather delays, contractual delays, project fast-tracking, or owner mandated schedule changes.
- C. The Subcontractor agrees that failure to adhere to the coordination schedule or inability to post original or revised models within the given schedule limits, with regard to documented revision requests from coordination meetings, may be entitled to a non-performance penalty dependent on the specific issue, the amount of time overdue, the magnitude of the delay to other subcontractors and per the discretion of Suffolk Construction.

8.0 ALTERNATES:

- A. The following alternates shall be available to the Contractor at their option and include the Subcontractor's mark-up for overhead, profit, taxes and all other costs for a complete and proper installation. The Alternates are applied as adds or deducts to the Subcontract Amount.

Item No.	Description	Add/Deduct	Amount
1.			\$ _____

9.0 COSTS:



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B. The following breakdown of costs is included for reference (see attachment A for detailed breakdown):

i. BIM Services \$ _____

****END OF SCOPE****

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**RIDER S
SUBCONTRACTOR SAFETY REQUIREMENT**

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General Requirements

1. Subcontractors shall assure compliance with all details of Suffolk Construction Company, Inc.'s Safety Program. The Subcontractor's Site Specific Project Safety Program shall list the positive steps the Subcontractor intends to utilize for the prevention of accidents to its workers, other Subcontractors, Vendors, and the public during operations on this project. Within ten (10) work days of receiving the Letter of Intent or ten (10) work days prior to mobilization on site, whichever is sooner, this Subcontractor shall comply with the following and provide both electronic and paper versions (three(3) copies) of the following Safety Submittals:
 - a. This Subcontractor shall prepare specific Job Hazard Analysis ("JHA") and/or Pre task Plan DAILY for each type of work to be performed by this Subcontractor and for each major phase of work.
 - b. This Subcontractor shall provide to Suffolk Construction Company, Inc., Project Superintendent's project office, the Subcontractor's Hazardous Communications Plan, a list of all hazardous materials and the related safety material data sheets (MSDS) for the hazardous materials that the Subcontractor will use in the performance of the work at the project site. This subcontractor is responsible for all storage requirements and personal protective requirements that apply to such products.
 - c. The Subcontractor (and all tiers of Subcontractors/Vendors working for this Subcontractor) shall ensure that all supervisory employees working on site shall have successfully completed a course in construction safety and health that is at least 30 hours in length and satisfies the requirements of the Occupational Safety and Health Administration (OSHA) Construction Industry Outreach Training Program, at the time the employee begins work. Employees who work less than a total of 6 hours on site shall be exempt from this requirement. The Subcontractor shall furnish documentation of successful completion of the aforementioned OSHA course for each covered employee to a representative of the General Contractor designated to monitor compliance with this requirement. Failure of a Subcontractor to obtain the OSHA certification in a timely manner (immediately after the letter of intent is signed) will not relieve them of their contractual obligation regarding the schedule.
 - d. All Subcontractors must submit electronic copies and three (3) paper copies of their Site Specific Project Safety Program, within ten (10) days of executing the Letter of Intent, the Contractor for approval. Said Program shall list potential exposure items and measures designed to control those items as it applies to the commercial construction, as well as a list of emergency phone numbers of key members. Attendance at a Pre-Construction Safety Planning Meeting before work commences shall be mandatory.
 - e. \Specific Safety Training documentation for hazards related to the individual Subcontractor's scope of work.
 - f. CPR/First Aid Certifications (refer to Rider "S" of this subcontract).

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2. Any subcontractor that: A.) Has twenty (20) employees or more on-site and their scope of work is greater than 90 days; or B.) Their Work requires high hazard activities requiring professional accreditation and/or safety training credentials; or C.) Subcontractors that demonstrate significant need in terms of safety management shall provide an OSHA 500- certified Full-Time Site Safety Officer for the complete duration of the scope of work. The Site Safety Officer shall have a minimum of five to seven (5-7) years of relevant and comparable project experience, with progressive increase in responsibility every year. In addition, the Site Safety Officer shall have completed continuing education courses over the past five (5) years. The Site Safety Officer shall be on the project site at all times during operations for this scope of work. The Site Safety Officer's sole responsibility shall be safety, including but not limited to: Job Hazard Analysis planning, plan implementation, and monitoring, safety compliance, training, orientation, assistance, coordination, etc. At no time shall the Site Safety Officer perform any trade work or supervise any non-safety activities. This Subcontractor shall submit the resume of the proposed Site Safety Officer to the Contractor for review and approval two (2) weeks prior to the start of work. Contractor reserves the right to reject the proposed Site Safety Officer candidate for any reason and reserves the right to request a change in the Site Safety Manager at any time during the project.
3. Each subcontractor crew or shift's lead person (superintendent or foremen) and the designated competent person, must have a minimum of OSHA 30 hours training. Documentation must be submitted prior to commencement of work.
4. "All personnel are required to utilize eye protection when on the construction site. Minimum eye protection shall include approved safety glasses as specified by OSHA 1926 Subpart E., which meet the standards specified in ANSI Z-87.1-1989. This shall also include prescriptive eye wear. Additionally, when performing tasks or activities where flying objects, chemical hazards, or other recognized hazards are present, each subcontractor's **Competent Person** or **Safety Representative** shall determine the additional level of protection required per OSHA 1926 Subpart E and require that it be utilized when those tasks or activities are being performed."
5. This Subcontractor shall comply, at all times, with Suffolk's' Glove Policy: **Subcontractor and its operatives are required to wear gloves/hand protection at all times while on site.** This Subcontractor is responsible for providing all its workers with the appropriate gloves as necessary to comply with the glove policy. Should this Subcontractor's personnel at any time not comply with the glove policy and not have the appropriate gloves to comply with the policy, Suffolk will provide the gloves to this Subcontractor's personnel and back charge the Subcontractor's accordingly, without the need of giving proper notice.
6. Employees exposed to the hazards of working near or around mobile equipment including earth moving equipment must wear reflective vests or high visibility clothing.
7. All employees must be trained in the hazards associated with their scope of work. Documentation of specific training must be submitted to Suffolk prior to start of work.
8. Weekly Toolbox Talks are required to be turned in to the Suffolk Superintendent at the start of the weekly Subcontractor's Meeting consistent with **Rider S**. For those that do not provide the Weekly Toolbox Talk documentation, they will not be allowed to attend the weekly Subcontractor's Meeting and will be fined \$500.00 in accordance with Article 2, item 11
9. On a weekly basis the subcontractor will submit the Weekly Safety Task Assessment form to the Suffolk Construction Project Office.

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10. All employees are required to wear proper attire at all times on the project site. This includes long pants, shirts with sleeves, hard sole shoes and a hard hat.
11. Each subcontractor must provide an adequate amount of drinking water with sanitary drinking cups, for each of their employees on site.
12. Portable radios, iPods or headphones are not permitted on site.
13. Each subcontractor is required to have a first aid kit large enough for the number of employees they have on site. This box must be maintained and replenished when necessary. The subcontractor shall supply non-emergency transportation for all his/her injured employees.
14. The subcontractor shall immediately notify the Suffolk Construction Project Superintendent of any fire, unusual incident, or injury to any subcontractor employee, vendor or visitor on the project. The accident report shall be forwarded to the Project Office no later than 24 hours after the incident.
15. Provide impalement safety protection with daily maintenance to all exposed vertical and horizontal rebar, or other impalement hazards, for this scope of work for the duration of the hazard exposure. Provide and maintain temporary access to serve work areas until permanent access is in place. Access to comply with applicable OSHA standards. Access shall be provided in sufficient quantity and location to comply with requirements of local authorities for emergency egress for construction sites.
16. Each subcontractor shall be responsible for instructing his own employees of any special hazards or project requirements, such as, but not limited to, lock-out/tag-out, fire protection, fall hazards, confined spaces or any evacuation/emergency procedures.
17. If this Subcontractor must remove cables, barricades, handrails, or any other Safety related items in order to perform its work, it shall be the responsibility of this Subcontractor to properly replace those items and to provide a controlled access zone in that area until the safety items are replaced. This Subcontractor must get permission from the Contractor's Superintendent prior to removing any temporary rails or other means of protection for any reason. This Subcontractor is responsible to reinstall any rails or protection temporarily removed by this Subcontractor, in a timely and safe manner in strict accordance with OSHA requirements.
18. This Subcontractor shall ensure that walkways, aisles, work areas, and common areas are free of excess stored material, cables, hoses, welding leads, scrap, and debris. This Subcontractor shall be responsible for maintaining general housekeeping in their work area and all debris shall be placed in debris containers on a daily basis or as otherwise directed by Suffolk's project Superintendent.
19. The fuels and hazardous materials must be properly labeled and stored. Fuels tanks (single & double wall) must be in secondary containment with a 10lb fire extinguisher placed within 50 feet. All flammable materials stored in trailers must have proper trailer ventilation, signage on the outside of the door and a fire extinguisher mounted within 50 feet.
20. Each subcontract employee on a walking/working surface (horizontal and vertical surface) with an unprotected side or edge which is 6' or more above a lower level shall be protected from falling by the use of a guardrail system, safety net system or personal fall arrest system.
21. Employees performing steel erection activities, regardless of task, who would typically fall **under 29 CFR 1926, Subpart R**, must adhere to the fall protection guidelines outlined in item #18.
22. All floor openings greater than 2" are considered a "HOLE" and must be securely covered and labeled. Each subcontractor is responsible for addressing the holes they create with their scope of work.
23. All costs to Suffolk Construction Co., Inc. of Federal, State or Local citations, fines, penalties and/or summonses resulting from the Subcontractor's operations shall be back-charged to the Subcontractor.

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**RIDER S
SUBCONTRACTOR SAFETY REQUIREMENT**

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24. Provide all environmental protection required for work under this Contract in accordance with applicable Federal, State, County, and Municipal laws. Including, but not limited to, gas, oil, anti-freeze spills, etc. by Subcontractor's site personnel.

Cranes

25. All cranes brought on a Suffolk project must adhere to the following policy.
26. Each subcontractor utilizing a crane on site (mobile and/or tower) will provide for a third party inspection prior to its use. The crane must meet all manufacture's recommendations and specifications and all regulatory guidelines/standards.
27. Towers cranes will be inspected by the qualified third part inspector immediately after initial set up and each time the crane is jacked. The qualified crane inspector is Crane Safety & Inspections, 954-646-2609.
28. All lattice boom mobile cranes shall be inspected by the qualified third party inspector immediately after initial assembly on site and prior to operation. The qualified crane inspector is Crane Safety & Inspections, 954-646-2609.
29. All mobile hydraulic cranes and truck mounted boom lifts shall have had a thorough inspection, in the past year, by a qualified third party inspector. The inspection report shall be provided to the Suffolk Construction Company Project Superintendent prior to the crane operating on site.
30. Subcontractors using a crane to hoist material must have qualified signalmen and rigger. Each employee signaling a crane operator must submit to Suffolk documentation of training to perform this task.
31. Requiring all cranes (where applicable) to have a functioning LMI.

Excavation/Equipment

32. The engineered documentation for trench boxes and/or shoring devices must be submitted to Suffolk prior to it use on the project site.
33. Subcontractor shall provide protection and access to all excavations and trenches. This will include placing barricades and/or cordoning off the opening. For excavation that are a vertical slope (type A soil or stable rock) with trench dept of 4' or greater, will install a guardrail system around the trench or excavation. The guardrail system shall comply with 29CFR1926.502 and related standards.
34. All soils will be considered a "Class C" and sloped/shored accordingly, unless the competent person can determine and adequately show otherwise.
35. Each subcontractor prior to digging any trench or excavation must contact the appropriate "utility locate" organization in the area. The subcontractor is responsible for having locations marked for all utilities in the area.

Scaffolds/Work Platforms

36. All scaffold used on the project site including rolling tower scaffold will adhere to a "tagging" system. The tagging system will represent if the scaffold is completely assembled and ready for use.
37. Suspended scaffold and mast climbing scaffold will adhere to a documented daily inspection by the subcontractor's competent person. This documentation will be submitted to Suffolk on a weekly schedule.
38. The area below the elevated platform will be barricaded to prevent employee's access.

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**RIDER S
SUBCONTRACTOR SAFETY REQUIREMENT**

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39. All supported scaffold including mobile scaffold shall have a swing gate at the point of access onto the elevated platform. The gate must be designed and installed per the scaffold manufacture design.

Electrical

40. All temporary power supply components must be weatherproof as defined by the National Electric Code 2008 Edition. All parts and equipment must be used as the manufacture design intended.
41. Temporary power supply will be protected using Ground Fault Current Interrupters at all times on the project. If power is supplied from a generator or some other source a GFCI must be in place.
42. Extension cords must be heavy duty construction with no cuts in the outer jacket. If a 3 prong plug connector, the ground pin must be in place.

Hot Works

43. The Hot Work Permit will be required of all subcontractors performing defined hot work. A Hot Work Permit shall be issued on a daily basis by the Project Superintendent and will be strictly enforced. If a particular subcontractor is going to be working in a consistent area with consistent exposures and operations then a "Blanket Permit" can be issued if the Superintendent feels that the control is adequate.

Ladders & Stairs

44. Metal ladders are not permitted on site during any phase of construction. This includes step ladders and extension ladders.
45. All scaffold built temporary stair systems must adhere to 29CFR OSHA 1926 Subpart X.
46. All ladders including job made and manufactured, must be inspected daily or prior to each shift by a competent person. An inspection tag signed by the inspector must be on the ladder at all times.

Motorized Equipment

47. Employees operating any type of motorized equipment must have the proper license (if required by state) and training certification for the type of equipment in operation. Training certification must be submitted to Suffolk prior to using the equipment.
48. All equipment must have an audible back up alarm functioning at all times the equipment is in use. This alarm must be loud enough to be heard over the operation of the equipment and surrounding noise.
49. Seat belts must be worn at all times when operating equipment.
50. Roll Over Protection must remain on equipment when operating.

Deliveries

51. Must follow Construction Management Plan.
52. Flagmen used in control of vehicle traffic must be trained and certified for this task. Documentation of training must be submitted to Suffolk prior to the task.

**2 MIAMI CENTRAL
JOB #216102**

**RIDER S-1
HAZARDOUS COMMUNICATION REGULATION**

Page 1 of 1

It is understood that the Project Site is located in the State of FLORIDA and that any person, firm, corporation, partnership, association or other entity that manufactures, processes, uses or stores toxic or hazardous substances at the project site must comply with the OSHA Hazardous Communication Regulation found in the Code of Federal Regulations for the construction industry 29 CFP 1926.59. (Hazardous Communication Regulation)

For purposes of the Hazardous Communication Regulation the subcontractor is deemed to control that space where the subcontractor work is performed ("Work Area"). With respect to this work area, the subcontractor shall assume responsibility for compliance with the Hazardous Communication Regulation. Since the subcontractor's work area is one among many at the Project Site, the subcontractor shall also coordinate the implementation of the Hazardous Communication Regulation with the contractor and any other subcontractor(s) whose employees may be exposed to a toxic or hazardous substance which the subcontractor is using in its work area.

Each subcontractor will be responsible for providing the General Contractor with a copy of their written Hazardous Communication Program. An integral part of this program is the Material Safety Data Sheets (MSDS) for every product used by the subcontractor that is classified as a hazardous material under the regulation. A copy of each MSDS will be submitted with the Hazardous Communication Regulation Program.

**2 MIAMI CENTRAL
JOB #216102**

**RIDER S-2
HAZARDOUS COMMUNICATION PROGRAM
(for toxic & hazardous substance users)**

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1. General Information

In order to comply with OSHA's Hazardous Communication Standard, the following written Hazardous Communication Program has been established for 2 MIAMI CENTRAL – JOB #216102.

All work sites of the company are included within this program. The written program will be available in the Field and Office for review by any interested employee.

A. Container Labeling

_____, foreman, will verify that all containers received for use are clearly labeled to indicate:

- The identity of the contents. (The identity must match the corresponding MSDS).
- Appropriate hazard warnings. (Including routes of entry and target organs if known.)
- The name and address of the manufacturer, importer or responsible party.

_____, foreman, at each job site will ensure that all secondary containers are labeled with either an extra copy of the original manufacturer's label or with the "central stores" generic labels which have a block for identity and blocks for the hazard warning.

For help with labeling please see your foreman.

(If written alternatives to labeling of on site containers are used, add a description of the system used.)

The Office Manager will review the company labeling system every 6 months and update as required.

B. Material Safety Data Sheets (MSDS)

Office Manager will be responsible for obtaining and maintaining the data sheet system for the company.

When toxic or hazardous substances are received without a MSDS, a letter with a copy to file, will be sent to the supplier requesting the MSDS.

The Foreman will review incoming data sheets for new and significant health/safety information.

He/she will see that any new information is passed on to the affected employees.

**2 MIAMI CENTRAL
JOB #216102**

**RIDER S-2
HAZARDOUS COMMUNICATION PROGRAM
(for toxic & hazardous substance users)**

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B. Material Safety Data Sheets (MSDS) (continued)

(If alternatives to actual data sheets are used, provide a description of the system.)

Copies of MSDS's for all toxic and hazardous substances to which employees of this company may be exposed will be kept in the field and office.

MSDS's will be available to all employees in the field office for review. If MSDS's are not available or new chemicals in use do not have MSDS's, immediately contact John J. Murphy, Suffolk's Safety Director.

C. Employee Training and Information

The Office Manager is responsible for the employee training program. He/she will ensure that all elements specified below are carried out.

Prior to starting work each new employee of Suffolk Construction Company, Inc. will attend a health and safety orientation and will receive information and training on the following:

- An overview of the requirements contained in the OSHA Hazardous Communication Standard, 1910, 11200.
- Chemicals present in their workplace operations.
- Location and availability of our written hazard program.
- Physical and Health effects of the toxic or hazardous substances.
- Methods and observation techniques used to determine the presence or release of toxic and hazardous substances in the work area.
- How to use toxic and hazardous substances in the safest possible manner including safe work practices and personal protective equipment requirements.
- Steps the company has taken to lessen or prevent exposure to toxic and hazardous substances.
- How to read labels and review MSDS's to obtain appropriate hazard information.
- Location of MSDS file and location of toxic and hazardous substances list.

After attending the training class, each employee will sign a form to verify that they attended the training, received our written materials, and understood this company's policies on Hazardous Communication. (This is an optional item which we recommend for the employer to use to track the employee training.)

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HAZARDOUS COMMUNICATION PROGRAM
(for toxic & hazardous substance users)**

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Prior to a new chemical hazard being introduced into any job site of this company, each employee of that site will be given information as outlined above. The Office Manager is responsible for ensuring that MSDS on the new chemical(s) are available.

2. LIST OF HAZARDOUS CHEMICALS

The following is a list of all known toxic and hazardous substances used by employees of Suffolk Construction Company, Inc. Further information on each noted substance can be obtained by reviewing Material Safety Data Sheets located in the field office trailers;

TRADE NAME	TOXIC OR HAZARDOUS SUBSTANCES	MANUFACTURER
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3. HAZARDOUS NON-ROUTINE TASKS

Periodically, employees are required to perform hazardous non-routine tasks. Prior to starting work on such projects, each affected employee will be given information by his/her Foreman about hazardous chemicals to which they may be exposed during such activity.

This information will include:

- Specific hazards,
- Protective/safety measures the employee can take,
- Measures the company has taken to lessen the hazards including ventilation, respirators, presence of another employee and emergency procedures.

Examples of non-routine tasks performed by the employee of this company;

TASKS	TOXIC AND HAZARDOUS SUBSTANCES
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**2 MIAMI CENTRAL
JOB #216102**

**RIDER S-2
HAZARDOUS COMMUNICATION PROGRAM
(for toxic & hazardous substance users)**

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4. INFORMING CONTRACTORS

It is the responsibility of Suffolk's Foreman, to provide contractors (with employees) the following information:

- Toxic and hazardous substances to which they may be exposed while on the job site.
- Precautions the employees may take to lessen the possibility of exposure by usage of appropriate protective measures.

Suffolk's Foreman, will be responsible for contacting each contractor before work is started in the company to gather and disseminate any information concerning chemical hazards that the contractor is bringing to our workplace. The following additional requirements pertain only to multi-employer workplaces.

5. MULTI-EMPLOYER WORKPLACES

It is the responsibility of Suffolk's Foreman to ensure that the following methods and information is provided and/or made available to the other employers.

1. Methods that the employer will use to provide the other employers with a copy of the MSDS's for the chemicals in use on the site.
2. Methods that the employer will use to inform the other employers of any precautionary measures that need to be taken to protect employees during normal working conditions and in foreseeable emergencies.
3. Methods that the employer will use to inform the other employers of the labeling system used at the workplace.
4. The location and availability of the written Hazardous Communication Program.