



SHORT FORM SUBCONTRACT

SUBCONTRACT NUMBER: _____

TITLE: _____

In consideration of their mutual promises, the parties agree that this Subcontract Agreement for construction and related services (the "Subcontract") is effective on ____ day of _____, 20__ (Effective Date), by and between CH2M HILL Engineers, Inc., hereinafter "CH2M HILL", with a place of business at 9127 S. Jamaica St., Englewood, CO 80112-5946, and {SUBCONTRACTOR NAME}, hereinafter "Subcontractor", with a place of business at {insert Subcontractors office address}.

1. City of Cooper City hereinafter referred to as "Owner" has awarded a contract (Prime Contract) to CH2M HILL for the Lift Station #7 Replacement Project, and
2. CH2M HILL wishes to employ Subcontractor to perform construction and related services (Work) for the Lift Station #7 Replacement Project as more fully described in Exhibit A: Scope of Work attached hereto, and
3. Subcontractor is willing to perform the Work required by the Project, in accordance with the terms and provisions of this Subcontract, in return receiving compensation for the Subcontract Price detailed below and in the amounts and manner detailed in Exhibit B: Pricing, Payment, and Change Management attached hereto.

CH2M HILL and Subcontractor agree to work together to provide a safe Project. Subcontractor is expected to adopt a standard of performance that demands safety and conformance to the Subcontract requirements and shall act in a manner that facilitates communication, proactively identifies issues, provides for the exchange of ideas and information and promotes cooperation in the solution of problems.

TIME FOR PERFORMANCE: Subcontractor shall commence Work on or before _____, and shall complete the Work no later than _____

SUBCONTRACT PRICE: As full and complete compensation for satisfactory performance of the Work in accordance with the Subcontract Documents, and, upon payment from the Owner for the Work, Subcontractor shall be paid the firm, fixed, Lump Sum amount of \$ _____ USD, as more fully described in Exhibit B: Pricing, Payment and Change Management.

RETENTION: All payments are subject to retention in the amount of ten percent (10%) of the invoice value. Retention shall be released as a Final Payment upon completion of the Work including all deliverable documentation and receipt by CH2M HILL of the Final Waiver and Release of Lien as more fully described in Exhibit B. Pricing, Payment, and Change Management.

INSURANCE: Prior to commencing Work Subcontractor shall furnish Certificates of Insurance to CH2M HILL evidencing compliance with the requirements of the Subcontract Documents.

SUBCONTRACT DOCUMENTS: The following documents (as may be amended from time to time) form the Subcontract. Order of precedence shall be as listed herein with the exception of the "Special Conditions" which shall take precedence over the General Terms and Conditions and following documents.

- Subcontract Agreement
- General Terms and Conditions
- Special Conditions
- Exhibit A: Scope of Work and Technical Documents
- Exhibit B: Pricing, Payment and Change Management
- Exhibit C: Project Controls
- Exhibit D: Quality Assurance / Quality Control
- Exhibit E: Health, Safety and Environment
- Exhibit F: Project Work Rules and Site Conditions

NOTICES: Any written notice required by the terms of this Subcontract, except as otherwise specifically set forth herein, shall be delivered to the following representatives at the addresses of the designated



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representatives. The below designated representatives may be changed during the term of the agreement by five (5) days advanced written notification to the affected party.

Subcontractor Representative:

{Name}

{Address}

Telephone:

Fax:

Email:

CH2M HILL Representative:

Dave Schoster

3011 SW Williston Rd, Gainesville, FL 32608

Telephone: 352-384-7167

Fax: 352-271-4923

Email: dschoste@ch2m.com

This Subcontract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements related to the compilation of this Subcontract, either written or oral.

EXECUTED in duplicate originals:

For Subcontractor:

For CH2M HILL:

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

SPECIAL CONDITIONS

The following Special Conditions specify requirements from that CH2M HILL are bound to under its Prime Contract with the Owner and obligated, under that contract, to flow down to all participants in the Project. It is the responsibility of the Subcontractor to acquaint its employees, and, contract with its Lower Tier Subcontractors and Suppliers in accordance with requirements of this Subcontract including the provisions contained the these Special Conditions. Document precedence is as described in the Subcontract Agreement.

1.0 Modifications to General Terms and Conditions

The provisions of the General Terms and Conditions are modified as follows:

{Insert project-specific modifications from the Prime Agreement or state "None".}

- 2.0 Any materials stored at the Project site for which payment is requested shall not be removed from the Project site without the written consent of CH2M HILL.
- 3.0 Subcontractor's payment period shall be from the day after the last Friday of the month through the last Friday of the following month. Submission of the pay application shall be within 5 (five) working days from the end of the payment period.
- 4.0 Subcontractor shall timely mail or deliver to CH2M HILL's Technical Representative and handle submittals per the requirements described in Specification Section 01001, General Requirements. Submittals shall be delivered to CH2M HILL leaving the appropriate time for delivery, review, return, fabrication and delivery so as to not impeded the project schedule.
- 5.0 Subcontractor shall deliver all O&M Manuals to CH2M HILL's Technical Representative and handle O&M Manuals per the requirements described in Specification Section 01001, General Requirements. The manual shall contain all information necessary for the proper installation, operation and maintenance of precisely the equipment and materials which are required to be furnished pursuant to this Subcontract and per the requirements listed in Specification Section 01001, General Requirements.

The manual, together with warranties, certificates, record shop drawings, as-built drawings and other closeout documentation, is considered part of the Work. Such data must be delivered (in the correct quantities) to CH2M HILL's Representative.

The various provisions and portions of the manual shall be clearly keyed to the relevant item numbers in the contract specifications. The installation section of the manual shall be furnished to the CH2M HILL Technical Representative at least one month before shipment of materials to which it pertains. The manual shall comply with any applicable requirements of the Contract. In addition, to the extent applicable, the information furnished shall include, but not be limited to, the following:

- Printed materials describing in words and when helpful, pictorially or graphically, the nature, major characteristics and mode of operation of the equipment and the system in or with which it operates.
- A list of equipment and appurtenances included in the system, complete with manufacturer's and model numbers.
- Utility requirements.
- General Arrangement Drawing(s).
- Sectional Assembly.
- Dimension print(s).
- Materials of construction.
- Certified performance curve.
- Performance guarantee.
- Parts list.

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- Recommended spare parts list.
- Lubrication recommendations and instructions.
- Schematic wiring diagrams.
- Schematic piping diagrams.
- Instrumentation data.
- Drive Dimensions and data.
- Control data.
- Operating Instructions.
- Maintenance Instructions.

6.0 Reserved

7.0 Please send a copy of Contractors License or appropriate Business License that covers the work Subcontractor is doing in the State of Florida area to Patricia Elder.

8.0 Subcontractor will deliver daily to CH2M HILL copies of all daily reports. Reports must include a summary of manpower and equipment active on site and an indication of the activities performed by those workers.

9.0 Liquidated Damages

9.1 Subcontractor understands that if Substantial Completion is not attained by the date specified in the title page of this Subcontract, CH2M HILL shall suffer damages that are difficult to specify accurately or ascertain. Subcontractor agrees that if it has not achieved Substantial Completion in accordance with the date for Substantial Completion, or any extension, Subcontractor shall pay to CH2M HILL as liquidated damages and not as a penalty, the sum of \$500.00 per day for each day of delay until Substantial Completion is achieved. The payment of liquidated damages shall be CH2M HILL's sole remedy relating to the delay and shall not be in lieu of damages for any other breach of this Subcontract.

10.0 Limitation of Damages

{the following may be used only if the Prime Agreement provides us this same relief}

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH OR ARISING OUT OF THIS SUBCONTRACT, THE WORK OR THE PROJECT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES WHETHER ANY CLAIM FOR SUCH DAMAGES ARISES IN CONTRACT, TORT (INCLUDING STRICT LIABILITY), NEGLIGENCE OR OTHERWISE.

11.0 Insurance

{insert any project-specific modifications to the requirements of Article 5.0 Insurance in the General Terms and Conditions.}

{Add any Supplemental Insurance requirements from Form CH-P05NF-0504-F1 if they are applicable to the project}

{Use and describe the Owner Controlled Insurance Program if applicable to the Project}

12.0 *{Insert other Flow downs from the Prime Agreement}*

END OF SPECIAL CONDITIONS

GENERAL TERMS AND CONDITIONS

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ARTICLE 1.0 OBLIGATIONS OF THE SUBCONTRACTOR

1.1 Performance of the Work: Subcontractor shall perform all the services required to execute the Work described in these Subcontract document including Exhibit A: Scope of Work using the latest revision of "Approved for Construction Drawings and Specifications" Subcontractor shall furnish all labor, materials, tools, equipment, supervision, and services (Work) necessary to prosecute and complete the Subcontractor's obligations under this Subcontract in strict accordance with and reasonably inferred from prevailing custom or trade practices as being required to satisfy the requirements of this Subcontract. Subcontractor shall comply with all federal, state and local laws, codes and regulations applicable to the Work and the Subcontractor. Progress and reporting requirements are specified in Exhibit C: Project Controls.

1.2 Protection of the Work: Subcontractor shall take necessary precautions to properly protect Subcontractor's Work, the work of others and adjacent property from damage caused by Subcontractor's operations, and shall identify such precautions in its Safety Plan as appropriate. Should Subcontractor cause damage to the Work or property of Owner, CH2M HILL or others, Subcontractor shall promptly notify CH2M HILL and shall remedy such damage to the satisfaction of CH2M HILL, or CH2M HILL may remedy the damage and deduct its cost from any amounts due or to become due Subcontractor, unless such costs are recovered under applicable property insurance.

1.3 Independent Contractor: In the performance of Work, Subcontractor shall operate as an independent contractor and not as an agent or employee of CH2M HILL or Owner. Nothing in this Subcontract shall be construed to create a contractual relationship between persons or entities other than CH2M HILL and Subcontractor. There are no third party beneficiaries to this Subcontract.

1.4 Review of Information: Subcontractor agrees to be bound by all the conditions, terms and requirements of this Subcontract. Subcontractor hereby affirms that it has thoroughly examined all Subcontract Documents. Subcontractor shall not commence any part of the Work without the current approved for construction documents listed in Exhibit A: Scope of Work and Technical Documents. Subcontractor shall give CH2M HILL prompt written notice if Subcontractor observes any discrepancy in or between any of the Subcontract Documents.

1.5 Inspection of Site: Subcontractor represents and warrants that it has inspected the land or other areas designated in this Subcontract, as being furnished by Owner for the performance of the Work, including storage, lay-down or access (Project Site) and has satisfied itself fully as to all existing conditions at the Project Site and all other matters and conditions which may affect the operation and completion of the Work. Subcontractor shall verify all control lines and benchmarks and notify CH2M HILL of any discrepancy before proceeding with the Work.

1.6 Subcontractor's Equipment: Subcontractor's equipment shall be in good operating condition, shall comply with all applicable codes, rules, and regulations, and shall be suitable for safe and efficient prosecution of the Work. It shall be subject to inspection and acceptance by CH2M HILL at all times.

1.7 Temporary Facilities, Utilities and Services: Subcontractor is responsible for all temporary facilities, utilities, and services it requires for the performance of Work at the Site, except as otherwise specified in the Subcontract Documents.

1.8 Subcontractor's Representative and Workers: Subcontractor shall designate, in writing to CH2M HILL, Subcontractor's Representative who shall be authorized to act on behalf of Subcontractor and who shall have full authority to bind Subcontractor. Subcontractor shall supply a sufficient number of skilled workers to perform the Work promptly and diligently.

1.9 Labor Harmony: Subcontractor shall not interfere with the work of CH2M HILL or others on the Project Site, unless Subcontractor first obtains written authorization from CH2M HILL to do so. The

Subcontractor shall not have free access to the entire Project Site. The priority of the work and use of appropriate access gate shall be assigned by CH2M HILL.

1.10 Lower Tier Subcontractors: Subcontractor will bind all of its lower tier subcontractors to the articles of this Subcontract.

1.11 Quality of the Work: The Work shall be executed in accordance with the requirements of Exhibit D: Quality Assurance / Quality Control CH2M HILL shall have the right to inspect the Work and Subcontractor's equipment, tools, records and facilities at all times.

1.12 Change: Without notice to sureties, and without invalidating this Subcontract, CH2M HILL may direct Subcontractor in writing to make changes or additions to or deletions from the Work. Adjustment, if any, in the Compensation or Schedule resulting from such changes shall be agreed in accordance with Exhibit B: Pricing, Payment, and Change Management. If Subcontractor encounters any hazardous substance, toxic waste, contaminant, or pollutant as defined by or regulated by any applicable law in or on the Project Site which create a safety or health hazard for Owner, CH2M HILL, Subcontractor, any lower tier subcontractor(s) or their employees, agents or representatives, or the general public or the surrounding environment, Subcontractor shall notify CH2M HILL immediately and shall thereafter suspend all Work in the impacted area and follow the directions of CH2M HILL.

1.13 Permits, Licenses, Laws, and Regulations: Subcontractor shall obtain and pay for all required permits and licenses and shall comply with all applicable codes, standards, laws, ordinances and regulations in effect during the term of this Subcontract, including those regarding labor, equal employment opportunity and affirmative action. The Subcontractor shall comply with the most current version of the CH2M HILL Supply Chain Ethics and Business Conduct Principles which are hereby incorporated into this Subcontract and available upon request.

1.14 Access to Records: Subcontractor shall retain and make available at its office at all reasonable times the records materials and other information and data required in support of the Work for examination, audit or reproduction until three (3) years after final payment for this Subcontract or as any longer period where required by law or the provisions of Exhibit A: Scope of Work.

1.15 Warranties and Completion: Subcontractor warrants that all materials and equipment furnished under this Subcontract will be new, unless otherwise specified, and will be of good quality, in conformance with the requirements of this Subcontract, and free from defective workmanship and materials. Warranties shall commence on the date of Completion of the Work, or a designated portion of it. Completion of the Work means the time at which the Work (or a specified part) has progressed to the point where it is sufficiently complete in accord with this Subcontract so that the Work (or a specified part) can be utilized for the purposes for which it is intended; and the only remaining Work to be completed is Punch list Work. Subcontractor agrees to correct all of the Work which proves to be defective in workmanship or materials within one year from the date of Completion of the Project, or for a longer period of time as may be required by specific warranties stated elsewhere in the Subcontract. Completion of the Project, or a designated portion of it, occurs on the date when construction is sufficiently complete so that Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended.

1.16 Health, Safety and Environment: Before commencing the Work, and as a condition of payment, Subcontractor shall provide evidence of compliance with the requirements of Exhibit E: Health, Safety and Environment whether the performance of the Work is by Subcontractor, or any of its lower tier consultants or subcontractors or anyone directly or indirectly employed by any of them.

ARTICLE 2.0 SCHEDULING AND COMPLETION OF THE WORK

2.1 Schedule: Subcontractor shall commence the Work in accordance with the date specified in page one (1) of the Subcontract Agreement and shall diligently pursue performance of

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the Work in accordance with the Schedule and Exhibit C: Project Controls. The Work shall be completed on or before the date specified in page one (1) of the Subcontract Agreement.

2.2 Time: Subcontractor agrees to perform the Work in an expeditious manner using adequate labor and equipment to complete the Work on or before the Completion Date. Subcontractor shall make any necessary adjustments to accelerate the Work as necessary to maintain and meet the agreed Completion Date. Subcontractor shall furnish in a timely manner any information requested by CH2M HILL reasonably required for scheduling, monitoring or expediting the Work.

2.3 Liquidated Damages: Where applicable and as specified in Special Conditions CH2M HILL has the sole right to collect Liquidated Damages for Subcontractor's failure to complete Work by the agreed Completion or Milestone Date(s).

ARTICLE 3.0 PRICING, PAYMENT AND CHANGE MANAGEMENT

3.1 Subcontract Price: Subject to all of the other provisions of this Subcontract, CH2M HILL shall pay to Subcontractor for the due and full performance of the Work the Subcontract Price detailed in Exhibit B: Pricing, Payment and Change Management. Unless otherwise specified in the Subcontract Documents, the Subcontract Price shall be firm and fixed for the duration of the Subcontract.

3.2 Payments: To the extent permitted by applicable law, payment to CH2M HILL by Owner is a condition precedent to CH2M HILL's obligation to pay Subcontractor and Subcontractor expressly assumes the risk of any Owner failure to pay CH2M HILL for the Work unless specifically provided otherwise in this Agreement. On the date specified by CH2M HILL, Subcontractor will submit to CH2M HILL a payment request in compliance with Exhibit B: Pricing, Payment, and Change Management, covering progress on the Work during the previous payment period. CH2M HILL will pay Subcontractor the approved invoice amount less any retention specified in this Subcontract within 15 days following receipt of payment from Owner. Retention is withheld to ensure complete and timely completion of the Work in accordance with this Subcontract. Estimated quantities for which partial payments have been made are subject to correction on the final payment request. Final payment will be made within 15 days of receipt of said payment from Owner, provided Work has been completed to the satisfaction of CH2M HILL and Owner and all other provisions of this Subcontract are fulfilled. Payment shall not constitute acceptance of defective Work. All payments to Subcontractor shall be made in United States Dollars unless otherwise indicated within this Subcontract.

3.3 Liens or Claims: Subcontractor will promptly pay for all services, labor, materials, and equipment used or employed in the Work and will maintain the materials, equipment, premises, and other subject matter hereof, free and clear of mechanic's or materialmen's liens. If CH2M HILL has reason to believe that Subcontractor has not paid labor, material, lower tier subcontractors, or, other obligations incurred in performing the Work, CH2M HILL may take any steps it deems necessary to assure proper payment, including issuance of joint checks. As a condition of final payment, and as otherwise requested by CH2M HILL, Subcontractor will furnish as part of its payment request, a certification that all of Subcontractor's obligations on the project have been satisfied and shall supply releases or lien waivers from its lower tier subcontractors and material suppliers.

3.4 Taxes: Subcontractor shall pay all sales and use taxes on equipment, materials, and personal property used or purchased for use in connection with the Work, and shall pay all gross receipts, privilege, occupational, business, excise, or other taxes levied or imposed upon Subcontractor, Subcontractor's business, or the performance of the Work.

ARTICLE 4.0 INDEMNIFICATION: To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless CH2M HILL and the Owner, including their respective officers, directors, employees, subcontractors, consultants or agents (collectively "Indemnitees") from and against all claims, damages, loss and expenses, including but not limited to attorneys' fees,

costs and expenses arising out of or resulting from the performance of Subcontractor's Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself, including resulting loss of use), caused in whole or in part by any act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or for anyone for whose acts Subcontractor may be liable, regardless of whether it is caused in part by an Indemnitee. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article 4.0.

ARTICLE 5.0 INSURANCE

5.1 Subcontractor's and Lower Tier Subcontractors Insurance

Before entering the project site and commencing Work, and as a condition of payment, Subcontractor shall purchase and maintain the insurance coverage required under this Subcontract at Subcontractor's sole expense with insurance companies acceptable with an AM Best company rating of "A-VII" or higher and acceptable to CH2M HILL. Certificates of insurance evidencing such coverage to be in force shall be filed with CH2M HILL prior to commencement of the Work and shall remain in full force and effect to the completion of the Work and Subcontractors obligations under this Subcontract. Subcontractor shall require the same insurance coverage and limits contained in this Subcontract from all of their Lower Tier Subcontractors. CH2M HILL may require Subcontractor to provide a copy of the Lower Tier Subcontractor's insurance certificate.

5.2 Minimum Limits of Liability: The required insurance shall have at least the following minimum limits of liability and coverage. Coverage provided on a claim made policy form, the retroactive date must be earlier or concurrent with the effective date of the Subcontract and coverage must be in place for two years after completion of the Work and Subcontractor's obligations under this Subcontract.

5.2.1 Workers' Compensation

Workers Compensation – Statutory Limits

5.2.2 Employer's Liability or Stop-gap

Bodily Injury by Accident – \$1,000,000 each accident

Bodily Injury by Disease – \$1,000,000 policy limit

Bodily Injury by Disease – \$1,000,000 each employee

5.2.1 and 5.2.2 shall include Waiver of Subrogation in favor of CH2M Hill and Owner

5.2.3 Commercial General Liability Insurance (including Explosion, Collapse and Underground [XCU], Products/Completed Operations, and Contractual Liability specifically insuring the indemnity provisions of this Subcontract subject to policy form.) If the Subcontract Price is One Million Dollars (\$1,000,000) or less the following limits and requirements shall apply:

Each Occurrence Limit – \$1,000,000

General Aggregate – \$1,000,000

Products/Completed Operations Aggregate – \$1,000,000

Personal and Advertising Injury Limit – \$1,000,000

CH2M HILL and Owner as Additional Insured

Waiver of Subrogation in favor of CH2M HILL and Owner

Coverage shall be Primary and Non-contributory

Cross Liability and/or Separation of Insured's endorsement or policy provision

5.2.4 Commercial Automobile Liability Insurance.

Combined single limit per accident – \$1,000,000 or

Bodily Injury per person – \$1,000,000

Bodily Injury per accident – \$1,000,000

Property Damage per accident – \$1,000,000

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CH2M HILL and Owner as Additional Insured
Waiver of Subrogation in favor of CH2M HILL and Owner
Coverage shall be Primary and Non-contributory

5.2.5 Contractor's Pollution Liability.

Per Claim or occurrence – \$1,000,000
Aggregate – \$1,000,000
CH2M HILL and Owner as Additional Insured
Waiver of Subrogation in favor of CH2M HILL and Owner
Coverage shall be Primary and Non-contributory
Cross Liability and/or Separation of Insured's endorsement
or policy provision

ARTICLE 6.0 PERFORMANCE AND PAYMENT BONDS: If indicated in the Subcontract Documents, Subcontractor shall, at its own expense, obtain from a commercial surety acceptable to CH2M HILL a Performance Bond and a Payment Bond in the format required by CH2M HILL as separate bonds: (i) for the due and complete performance of Subcontractor's obligations hereunder (performance bond), and (ii) for the timely payment of all charges for labor, services, and materials furnished for the prosecution of the Work (payment bond). Each such bond shall be for a sum equal to one hundred percent (100%) of the Subcontract Price. Such bonds shall be delivered to CH2M HILL prior to commencing the Work and within seven (7) days after the Effective Date of this Subcontract. If not so indicated, CH2M HILL may require Subcontractor to furnish such bonds at any time during the performance of the Subcontract.

ARTICLE 7.0 SUSPENSION AND TERMINATION:

7.1 Suspension of Work: Subcontractor shall suspend and resume the Work upon written notice from CH2M HILL. After resumption of work, the parties will agree to an appropriate extension of time, provided the reason for suspension is not attributable in any way to Subcontractor.

7.2 Failure to Perform: If Subcontractor fails to correct deficiencies in the Work within three (3) working days from receipt of CH2M HILL's written notice, then CH2M HILL, without prejudice to any other right or remedies, shall have the right to take whatever steps it reasonably deems necessary to correct said deficiencies and charge the cost thereof to Subcontractor.

7.3 Termination for Default: CH2M HILL may, by written notice, terminate the whole or any part of this Subcontract if Subcontractor fails to perform any of the provisions of this Subcontract or to make insufficient progress so as to endanger timely completion or, in the opinion of CH2M HILL, becomes financially or legally incapable of completing the Work and does not correct any of the foregoing to CH2M HILL's reasonable satisfaction within seven (7) days after receipt of notice from CH2M HILL.

7.4 Damages for Default: If Subcontractor should default in performance of the Work or otherwise commit any act which causes delay to the work under this Subcontract, Subcontractor shall be liable for all losses, costs, expenses, liabilities and damages, including liquidated damages and reasonable attorney fees sustained by CH2M HILL or for which CH2M HILL may be liable.

7.5 Termination for Convenience: CH2M HILL may terminate all or part of this Subcontract for its convenience. Subcontractor is entitled to compensation for Work satisfactorily completed to the date of termination and reasonable costs incurred for demobilization and termination of lower tier subcontracts and purchase orders.

ARTICLE 8.0 GENERAL PROVISIONS

8.1 Authorized Representatives; Emergencies: Each party has designated authorized representatives through whom all

communications will be conducted, except in emergency. Subcontractor's representative is authorized to act on its behalf with respect to the Work. All communications between CH2M HILL and Subcontractor and its agents will be through the authorized representatives. However, in an emergency affecting the safety of persons and/or property, Subcontractor shall act, at its discretion, to prevent threatened damage, injury or loss. CH2M HILL and Subcontractor shall each bear its own costs on account of emergency situation caused by a third party.

8.2 Subcontracting and Assignment: Subcontractor shall not subcontract any portion of the Work or assign any of the duties, rights, or any claim relating to the Subcontract without CH2M HILL's prior written consent. This Subcontract shall be binding on the heirs, successors and assigns of the parties.

8.3: Applicable Law The law of the jurisdiction governing the Contract with Owner shall govern this Subcontract. If no governing law is stated in the Contract, the law of the state of Colorado shall govern.

8.4 Entire Agreement: This Subcontract supersedes all prior subcontracts and may be changed only by a written change order signed by both parties. This Subcontract is effective as of the date indicated on the cover page of this Subcontract.

8.5 Environmental Responsibility: CH2M HILL promotes the Subcontractor's endorsement of, commitment to, and improvement toward, services, products, processes, and business practices that are protective of the natural environment. Subcontractor shall provide documentation of such if requested by CH2M HILL.

8.6 Arbitration or Litigation: CH2M HILL may, in its sole discretion, choose to proceed to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect or to litigate the matter in a court of competent jurisdiction. Arbitration proceeding shall be held in the county and state where the Project is located.

8.7 Confidential Information: All information disclosed to Subcontractor by CH2M HILL or Owner or acquired by Subcontractor in connection with the performance of the Work shall be held in confidence by Subcontractor and shall not be disclosed to third parties without CH2M HILL's prior written consent unless Subcontractor can show to CH2M HILL's satisfaction that said information (a) is generally known to the public without breach hereof, (b) was known to Subcontractor or in its possession prior to disclosure by CH2M HILL, (c) was disclosed to Subcontractor, after disclosure by CH2M HILL, by a third party having the unrestricted legal rights to disclose the same, or (d) is required by law to be disclosed.

8.8 Publicity: Subcontractor will not disclose the nature of its Work on the Project or engage in any other publicity or public media disclosures with respect to this Project without the prior written consent of CH2M HILL.

8.9 Sustainability: CH2M HILL promotes and encourages the planning and use of sustainable products that improve environmental stewardship, promote natural resource conservation and reclamation, reduce greenhouse gas emissions, and improve product performance. Where possible Seller shall provide products that support these objectives through recycling, reduction of manufacturing waste, elimination of pollutants and hazardous materials, improved energy efficiency, reduction of embodied carbon, improved product performance in the areas of efficiency, durability, and useful longevity, and other innovative methods. Seller shall provide products that comply with the sustainability specifications, if any, made a part of this Order.

END OF GENERAL TERMS AND CONDITIONS

EXHIBIT A: SCOPE OF WORK AND TECHNICAL DOCUMENTS

1.0 THE PROJECT

Replacement of Lift Station #7, Cooper City, Florida

2.0 THE CONSTRUCTION EXECUTION PLAN

The project will be constructed on the basis of CH2M HILL managing multiple Subcontractors to accomplish all of the work required to complete the Project. Temporary facilities will not be allowed on the project site with the exception of a small tool trailer, dumpster and portable toilets as available space provides.

Subcontractors shall identify and pre-qualify in accordance with Project requirements, as well as all lower tier subcontractors. Lower tier subcontractors are required to be approved by CH2M HILL and successfully participate in the Safety Orientation prior to the lower tier subcontractor entering the Project Site.

3.0 STATEMENT OF THE WORK

3.1 Subcontractor shall complete the Work as described and provide the support functions required to effectively manage and report on the status of the Work as specified in this Subcontract.

3.2 Subcontractor shall provide all management, supervision, labor, consumable materials, construction equipment, construction aids, tools, services, testing devices, warehousing, supplies, inspections, insurance, communication devices, temporary services, and all other necessary items to successfully accomplish the construction described by the Scope of Work. This includes, but is not limited to, on and off site transportation, receiving, unloading, storing, maintenance, and distribution of construction materials, installation of such materials into the Work, proper care of materials while in the custody of the Subcontractor, and testing and final construction punch-list completion and turnover of the Work as specified.

3.3 Detailed Scope of Work:

This detailed Scope of Work summarizes the construction disciplines listed below, as they relate to the General Construction scope of work for the various proposed structures and appurtenances at the Lift Station #7 Replacement Project. All work will be in accordance with the Technical Documents referenced within and at the end of this document. The scope of construction is limited to the following structures/areas: project site work, existing pump station and wet well, new pump station and valve vault which is located at 10215 SW 51st Street-Cooper City, Florida. Subcontractor acknowledges that the work area is in a residential neighborhood and all care shall be taken to avoid and abate all noise, dust, debris and unnecessary disturbances. Extreme care shall be exercised to accommodate local traffic, pedestrians and adjacent homeowners during the execution of the subcontractors scope of work. Continual access to properties must be provided to the adjacent homeowners at all times. Temporary parking and drives shall be provided to adjacent homeowners on a continual basis until the permanent driveways are replaced and restored.

While this is not a definitive list of all construction activities associated with each discipline, it is provided in addition to the plans and specifications (also referred to the Technical Documents) to further assist in identifying the scope of work associated with this Scope of work and bid package.

Subcontractor is to include all required labor, materials, subcontractors, tools, equipment, applicable taxes, bonds, insurances, overhead and profit, allowances and contingencies to complete the scope of work listed below for a complete General Construction Package, less only the work as described "by others" as detailed below.

A. Base Bid Item 01: General Conditions & General Requirements:

EXHIBIT A: SCOPE OF WORK AND TECHNICAL DOCUMENTS

1. Provide a 100% payment and performance bond (payment will be based on actual premium invoice amount).
 2. Mobilization (may not exceed 5% of total base bid amount).
 3. Operation and maintenance manuals for items and equipment supplied in this scope of work, as applicable.
 4. Demobilization and final clean up.
 5. Compliance with Specification Sections 01 00 01 General Requirements as it relates to the following scope of work activities.
 6. Coordinate the scope of work included herein with other collateral trades, is applicable, working in adjacent work areas of the project. Close coordination and cooperation shall be included but not be limited to the following trades: electrical and I&C subcontractor.
 7. Provide timely warranties and guarantees as required by the specific specification sections. Provide sample warranties with initial submittals.
 8. Compliance and coordination with the project schedule milestones as provided by CH2M HILL. See schedule milestones of work below. CPM project scheduled to be developed by Subcontractor and approved by CH2M HILL.
 9. Include all required management support necessary to successfully perform the scope of work and temporary facilities as detailed in the Exhibit F, Project Work Rules and Site Conditions, of the attached Subcontract.
 10. Due to site constraints, a subcontractor's field office is not permitted. The subcontractor must make arrangements for the coordination and timely, handling, transportation and delivery of all materials, tools and equipment. Limited space is available on site for equipment, materials and tools. Storage on site must be coordinated and approved with CH2M HILL and the Owner.
 11. Provide the work area and all excavations with a required and secure 6' high chain link fence protection with privacy fabric surrounding it. Fence and privacy fabric must be maintained in a neat and orderly fashion. Any gates utilized will be required to be locked during off work hours, overnight or while the site is not supervised. All open holes/excavations must be covered to prevent unauthorized access and to prevent persons from falling into the hole/excavation during off work hours, overnight or while the site is not supervised.
 12. The work of this subcontract shall be performed during normal work hours only between 7:30 AM and 4:30 PM Monday through Friday and excluding holidays. Saturday work must be coordinated with CH2M HILL and approved by the City in advance.
 13. This subcontractor to provide portable toilet(s) per OSHA requirements, for use by all trades. The facilities must be kept in neat working order and must be cleaned a minimum of twice per week.
 14. Subcontractor shall be responsible for the security of their own scope of work, materials, tools and equipment. Site security will not be provided by the Owner or CH2M HILL.
- B. Base Bid Item 02: Complete General Construction work to include but not be limited to:

EXHIBIT A: SCOPE OF WORK AND TECHNICAL DOCUMENTS

1. Compliance with Volumes 1 and 2 of the contract/bid documents and specifically Specification Divisions 1, 2, 3, 5, 7, 9, 31, 32, 33, 40 and 44, as they apply to this Subcontractor's scope of work.
2. Furnish, install and maintain all layout necessary to perform this scope of work from control points and benchmark provided by CH2M HILL.
3. Furnish, install, maintain and coordinate all Maintenance of Traffic (MOT) in accordance with the plans, specifications and local authority having jurisdiction. Coordination and cooperation with adjacent residents and property owners is strictly required. Blocking of driveways and points of access for residents is not permitted unless it is in the proper execution of the established MOT, planned & coordinated with the residents and/ or a imminent life safety issue.
4. Furnish, install, maintain and remove all temporary erosion and sedimentation control in strict accordance with the plans/drawings and specification 01 57 13, complete as well as any requirements of the SWPPP. Provide continual as needed dust control and street cleaning if required throughout the duration of the project.
5. Perform all demolition and removal of the existing wet well, pump station, fence, influent sanitary and effluent force main lines, piping inside the perimeter of the existing fence, water meter and water line, sidewalk, trees, shrubs, sod, driveways, paving, etc. as shown in the Technical Documents. This includes all removal, hauling, proper disposal and tipping fees/landfill costs. All demolition to be in strict accordance with the plans/drawings and specification section 02 41 00 Demolition, complete. Electrical and I&C demolition by others is to the extent to "make safe." Removal and disposal of all piping, valves, appurtances, conduits, panels wires, etc is by this Subcontractor, complete. All disposal of equipment and materials shall be made in strict accordance with Federal, State and local regulations. The existing pump station and wetwell must be kept in service until the new pump station is brought online.
6. Protect existing trees shown to remain in accordance with detail 3125-166. Any trees damaged during the execution of this scope of work that are to remain will be replaced with the same size and species of tree. Coordination with the local authority having jurisdiction is required. Any root or canopy pruning must be done by a certified arborist.
7. Furnish and install the re-route of the existing water main per the Technical Documents.
8. Provide sitewide dumpsters, as needed and if room allows, for the rubbish created throughout the duration of the project including for the electrical and I&C subcontractors. If there is not room for a dumpster, trash must be removed daily and must not accumulate at the site. Washout of concrete trucks is not allowed at this site.
9. Furnish and install all site preparation, excavation, over-excavation, fill, compaction, backfill, shoring and dewatering required to complete this scope of work in strict accordance with the drawings/ plans and specification sections 31 23 13 Subgrade Preparation, 31 23 16 Excavation, 31 23 19.01 Dewatering, 31 23 23 Fill & Backfill, 31 23 23.15 Trench Backfill and 31 41 00 Shoring, complete and in their entirety. This Subcontractor is responsible for protecting against any settling and damage to the existing residences, structures, existing piping, roads, driveways, sidewalks and any existing infrastructure as well as the new structures and infrastructure while they are working near or in those areas. The site has limited areas and as such, stockpile of excess fill materials is not permitted. Subcontractor must make arrangements to haul off, store, transport and purchase, if necessary suitable quantities of acceptable fill to complete the work all at the subcontractors cost. Any excess fill materials not needed onsite shall be hauled offsite and disposed of at the subcontractors cost. Design, installation and removal of any required temporary structure, temporary supports and/ or earth shoring shall be included per the Technical Documents.

EXHIBIT A: SCOPE OF WORK AND TECHNICAL DOCUMENTS

Settlement monitoring of adjacent residences is to be performed, if pile hammering or pile vibration equipment is utilized for earth shoring operations.

10. Perform any fine grading and compaction of the subgrade for all structures to be constructed under this scope of work. Perform the required subgrade grading and compaction in strict accordance with specification section 31 23 13 Subgrade Preparation, complete. Hand work is included in this order. Coordination and compliance with field testing by others is also included.
11. Furnish and install all site clearing, grubbing, rough grading, finish grading, landscaping and turf & grasses in strict accordance with the drawings/plans and specification sections 31 10 00 Site Clearing and 32 92 00 Turf & Grasses, complete.
12. Furnish and install all pavement, site concrete and sidewalk prep, compaction, reconstruction and grading in strict accordance with the Technical Documents and specification sections 32 16 00 Curbs, Gutters and Sidewalks, 32 11 23 Aggregate Base Course, and 32 12 16 Asphalt Paving, complete. This also includes restoring the existing roadway surface to match existing conditions or better after construction activities are complete.
13. Furnish and install all as needed sanitary bypass pumping and or piping during interruption or tie in of the gravity sewer line such that the existing pump station and wetwell will remain on line and in service throughout the duration of construction. The existing pump station cannot be shut down for more than 3-4 hours during off peak hours when tying in the new forcemain effluent line. This must be performed during non peak flow periods and coordinated closely with CH2M HILL and the Owner.
14. Furnish, layout and install all reinforced structural and site cast in place and precast concrete and grout work required for the completion of this scope of work in strict accordance with the plans/drawings, standard details and all specification sections of Division 3- Concrete and section 33 05 16.13 Precast Concrete Utility Structure. This shall include 03 30 10 Structural Concrete, complete. Concrete work to include but not be limited to: All labor, tools, ready mix concrete from approved mix designs, concrete pumping, cranes, placing buckets & chutes, reinforcing steel, fibers, admixtures, non shrink grout, epoxy injection, doweling, temperature control, formwork, hardware, accessories, waterstop, material conveyance, scaffolding, ladders, safety railing, safety equipment, full time supervision, general conditions, quality control, curing, finishes, rubbing & patching, chemicals, freight, onsite storage & protection, loading, unloading & handling, etc. Coordination and compliance with field testing by others is also included. **The subcontractor has the option of furnishing and installing the pump station wetwell as a precast concrete structure with shoring or as a precast structure as a caisson with associated shoring if room permits. The subcontractor is also responsible the design of either option and shall submit signed and sealed drawings and calculations for all shoring, precast and or caisson designs by a Professional engineer registered in the state of Florida.**
15. Furnish and install all under and above grade process mechanical and plumbing pipes, wall pipes, vent piping, tie ins, fittings, couplings, base flanges, flange insulating kits, apputances, accessories, valves, thrust restraints, etc. per Division 33 Utilities (33 05 01 through 33 41 01.10) complete. Furnish and install all valve tags, pipe labels, flow direction labels and pipe identification as required by the Technical Documents. All nuts, bolts, and anchors within the wet well and valve vault shall be 316 SS.
16. Furnish and install all process valves and operators in strict accordance with Division 40 including section 40 27 02 Process Valves and Operators, complete.
17. Furnish and install the submersible pumps, base elbows, etc. per specification 44 42 56.05 Submerible Pump, complete. This is to include all spare parts and manufacture services required to receive the

EXHIBIT A: SCOPE OF WORK AND TECHNICAL DOCUMENTS

certificate of proper installation and shall include performance testing and training as required in the Technical Documents.

18. All instrumentation and pressure transmitters/gauges will be supplied by the Electrical and I&C Subcontractor. Coordinate delivery and installation of all instrumentation and pressure transmitters/gauges with CH2M HILL. This Subcontractor shall take possession of all the above mentioned items at the tailgate of the delivery truck and be responsible for inventory control, unloading, handling, temporary storage/protection and installation of this equipment and it's accessories. Subcontractor to notify CH2M HILL, immediately upon delivery, of any damaged or missing items. Subcontractor to attain all required Manufacturer's Certification of Proper Installation. Furnish and install all nipples and instrumentation isolation valves for instrumentation that ties into the main pipe streamline. All piping, tubing and valves above the instrumentation isolation valve are supplied by the instrumentation supplier, but installed by this subcontractor.
19. Furnish and install all miscellaneous metals and metal fabrications in strict accordance with the plans/drawings and specification section 05 50 00 Metal Fabrication, complete. This shall include but not be limited to: anchor bolts, epoxy anchors, pipe supports, hatches/floor doors, frames & covers, pipe bollards, etc. Coordinate hatch sizes and locations with the pump manufacturer.
20. Furnish and install all non shrink grout for pipe penetrations, pipe support bases, etc.
21. Furnish and install all sealants, paint and chemical resistant coatings in strict accordance with the plans/drawings and specification sections 07 92 00 Joint Sealants, 09 90 00 Painting and Coating and 09 96 35 Chemical Resistant Coatings, complete.
22. Perform all liquid-tightness testing for new structures constructed under this scope of work as required by the specifications. Plugging of all pipe, pipe sleeves, etc is included in this order. Repair any leaks, damp spots or imperfections per the specifications promptly.
23. Contractor is to provide suitable effective enclosures, electric pumps or other means necessary to abate noise at the site for dewatering and bypass pumping operations between the hours of 4:30 PM and 7:30 AM, weekdays and 24 hours continuous on the weekends. and holidays. Again, subcontractor acknowledges this is a residential neighborhood and all care shall be given to accommodate adjacent homeowners.
24. Furnish and install the connection, isolation valves and disconnection to the temporary water source. Consumption costs for temporary water provided by the Owner.
25. Temporary electric connection and consumption or portable generators for temporary sewage by-pass system, dewatering pumps, tools, etc. by this subcontractor.
26. It is a requirement of this subcontract that all existing residences/properties, landscape areas and surfaces be restored promptly to their original conditions or better. This shall include but not be limited to topsoil, sod, shrubs, mulch, trees, irrigation systems, underground utilities, fences, structures, mailboxes, signage, concrete/asphalt/decorative driveways, brick pavers, concrete sidewalks, right of way areas, roads, concrete curbs, concrete gutters, etc. Repair damage to adjacent properties caused during the execution of this scope of work.
27. Implement and maintain a safety program that complies with the requirements set forth in the CH2M HILL Field Safety Instructions (FSI) and Exhibit E of the Subcontract. This includes maintaining a clean and safe working area on a daily basis.

EXHIBIT A: SCOPE OF WORK AND TECHNICAL DOCUMENTS

28. Provide suitable safe access for inspections by the Owner's rep, local authority having jurisdiction, sub-consultant, Engineer or CH2M HILL of all in progress work/ items installed under this agreement.
 29. Ensure that the compatibility of materials, etc., are coordinated to ensure continuity of the installation. This shall include but not be limited to: surface prep (rubbing/patching) of concrete surfaces installed under this order. Form release or curing agents shall not be used that inhibit bond with planned subsequent paint/ chemical resistant coatings or grout fill/toppings.
 30. As required, assist in start up, functional testing and operational readiness testing (ORT) services until project is at final completion as defined in Division 1 of the specifications and per the project schedule which may reflect a phased startup plan.
 31. Furnish, install and remove at project completion any required equipment, materials and tools .
 32. Maintain current as-built drawings and make these available to CH2M HILL for review on a monthly basis. In the event As-Built drawings are not maintained, a reasonable amount of payment will be withheld until such as-built drawings are brought into compliance.
 33. Provide temporary access and fall protection (furnish, install and maintain) that meets CCI Health and Safety requirements at all new structures that this subcontractor is constructing until permanent protection is provided.
 34. Furnishing of potable drinking water and ice for it's crews is the responsibility of this Subcontractor.
- C. Work By Others:
1. Temporary potable water consumption cost will be provided by the Owner. Hook ups for temporary water are by this subcontractor.
 2. Project sign is furnished by others. However, erection of a project sign is included by this subcontractor.
 3. Special Inspections, concrete strength and soil density testing fees are by others, except for failed test which will be paid for by this subcontractor.
 4. Building, SWPPP, site, environmental and site permits by CH2M HILL. This Subcontractor to comply with all permit conditions and requirements. Any permits specifically required to perform this Subcontractors work must be obtained by this Subcontractor (including any tree, MOT or traffic control and plumbing permits as required by governing authorities and any required dewatering permit and plan).
 5. Electrical work and electrical demolition. (except as specifically included above)
 6. Relocation of the buried communications line is by the Electrical and I&C subcontractor.
 7. The concrete slab/pad for the panel mounting rack as well as the foundation for the new antenna.
 8. Instrumentation & Controls work and demolition.

SCHEDULE OF THE WORK

Subcontractor shall begin Work no more than 7 calendar days after receiving the NTP and execution of the Subcontract by CH2M HILL. The projected NTP and execution date is listed below. Subcontractor shall perform the Work in accordance with any agreed schedules and shall complete the Work on the date or within the time indicated below, as it may be adjusted from time to time.

EXHIBIT A: SCOPE OF WORK AND TECHNICAL DOCUMENTS

Expected Subcontract Execution date and NTP as early as December 2nd, 2013

Substantial Completion Date (Base Bid): 90 calendar days after NTP

Final Completion Date (Base Bid): 120 Calendar days after NTP

Schedule Attached Yes No

The schedule milestones noted above is CH2M HILL's estimate of what it will take to complete the scope of work herein. It assumes a normal 40 hour work week, allowance for holidays and adverse weather and rain delays. If this subcontractor does not agree that the work can be completed in the given time, they must provide the completion dates that can be met on the bid form under Commercial exceptions.

- 3.4 Sequence of the Work (plan described below is a suggested draft sequence of events). Actual sequence of events to be developed by subcontractor and coordinated with CH2M HILL prior to proceeding with the work):
 - 3.4.1 Obtain all required permits and Mobilize on site
 - 3.4.2 Install erosion control measures, temporary fence and temporary facilities/provisions
 - 3.4.3 Set up MOT per approved plan
 - 3.4.4 Relocate water line per the technical documents
 - 3.4.5 Install the wet well
 - 3.4.6 Install the vault and then all piping and pumps
 - 3.4.7 Tie in Lift Station discharge line with check valve
 - 3.4.8 Functional Lift Station Testing with potable water
 - 3.4.9 Tie in sanitary sewer line and disconnect existing lift station
 - 3.4.10 Demolish existing lift station and piping
 - 3.4.11 Restore site and demobilize
- 3.5 Requirements to Complete the Work: Successful ORT, functional, and performance testing; Substantial Completion, Final Completion and closeout procedures/documents.

4.0 TECHNICAL DOCUMENTS

- 4.1 The following drawings, specifications and other documents described therein compliment and further define the Scope of Work, and are made a part of the requirements of this Subcontract.
- 4.2 Any document referenced in the following drawings, specifications and other documents are also part of this Subcontract as if they were attached hereto and described in full.

Document Number	Description	Revision	Date
	Addendums: Any Applicable addendums that are issued during the bid process		
	Lift Station #7 Replacement, Cooper City, FL Volume 1, Specifications and Volume 2, Drawings	0	August 2013
	Report of Geotechnical Exploration for City of Cooper City Pump Station No. 7 Replacement by Nutting Engineers of florida, Inc.		May 2013
	Topographical Survey of Lots 2 and 3, Block 3, Guardian Estates by Avirom and Associates		April 25, 2013
	Guardian Estates Pump Station No. 2 Details, Sheet 9 of		December

EXHIBIT A: SCOPE OF WORK AND TECHNICAL DOCUMENTS

	11 by Davis and Craven, Inc. and as noted by CH2M HILL		26, 1973
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5.0 TEMPORARY FACILITIES/CONSTRUCTION

Subcontractor (SC) shall be responsible for the mobilization, installation, and maintenance of its temporary facilities as detailed by the following table. A project trailer cannot be utilized on this project site due to limited space. Subcontractor shall demobilize its temporary facilities upon completion of its Work and restore the site to its "as received" condition or better. Installation of temporary facilities will be coordinated with, and approved by, CH2M HILL. Exhibit F Project Work Rules and Site Conditions provide details of the Project Site.

EXHIBIT A: SCOPE OF WORK AND TECHNICAL DOCUMENTS

ITEM	DESCRIPTION	BY CH2M HILL		BY SC	COMMENTS
		NO COST TO SC	AT COST TO SC	AT SC'S COST	
1	Temporary Buildings				
a	Office Trailers				None permitted on site.
b	Change Houses				None permitted on site.
c	Toilet Trailers				None permitted on site.
d	Brass Alley				Not Applicable.
e	Fabrication Shops				Not Applicable.
f	Other (list)				
2	Lifting Equipment				
A	Cranes at Jobsite			X	
B	Cranes at Offsite Areas			X	
C	Hydraulic cranes at Jobsite			X	
D	Hydraulic cranes Offsite Areas			X	
e	Material Hoists/forklifts			X	
f	Elevators				Not Applicable.
g	Special Rigging			X	
f	Overhead Cranes			X	
3	Rail Siding				
a	At Jobsite				Not Applicable.
b	At Offsite Areas				Not Applicable.
4	Erection Equipment				
a	Scaffolding and Ladders			X	
b	Welding Machines			X	
c	Air Compressors			X	
d	Weld Gases			X	
e	Other (incl. Tools and Consumables)			X	
5	Temporary Power				
a	Utility Power	X			SC to provide connections and receptacles.
b	Sources (Work area-150' rad)				
c	110/220v/100a to SC Office				
d	110/220v/100a in SC Work Areas	X			Supplied at single source for distribution by General Construction Subcontractor.
e	480v/200a in SC Work Areas				
f	Other				
6	Water (at single point)				
a	Construction Water	X			Supplied at single source for

EXHIBIT A: SCOPE OF WORK AND TECHNICAL DOCUMENTS

ITEM	DESCRIPTION	BY CH2M HILL		BY SC	COMMENTS
		NO COST TO SC	AT COST TO SC	AT SC'S COST	
					distribution by General Construction Subcontractor.
b	Drinking Water			X	
c	Water Source			X	
d	Coolers, Dispensers, Cups			X	
e	For hydro-test	X			
f	De-mineralized for hydro-test				Not Applicable.
7	Lighting				
a	General Area Lighting			X	
b	SC Work Areas (specific)			X	
c	Other			X	
8	First Aid Services				
a	Ambulance			X	
b	First Aid Service			X	
9	Sanitary Facilities				
a	Chemical Toilets (serviced)			X	By General Construction Subcontractor.
b	At specific points for SC			X	
c	Toilet Trailers				No trailers permitted.
10	Waste Disposal				
a	Furnish Dumpsters & Trash Removal			X	By General Construction Subcontractor.
b	General Clean up			X	Subcontractor' s Work Area
c	Clean-up of SC Waste			X	
d	Disposal of SC Hazardous Waste			X	Must be coordinated with Owner if present
e	Removal of Existing Hazards. Waste			X	Must be coordinated with Owner if present (assume no hazardous waste in base bid).
11	Parking				
a	Office Parking Lot	X			Limited parking on site.
b	Craft Parking Lot	X			Limited parking on site.
c	Bussing from Off site Parking			X	If necessary.
12	Roads and Access				
a	General access			X	
b	Special Haul Roads			X	
c	Temporary convenience access			X	
13	Storage Facilities				

EXHIBIT A: SCOPE OF WORK AND TECHNICAL DOCUMENTS

ITEM	DESCRIPTION	BY CH2M HILL		BY SC	COMMENTS
		NO COST TO SC	AT COST TO SC	AT SC'S COST	
a	Lay-down Areas			X	SC to be aware of site conditions.
b	Staging Areas			X	Must be coordinated with others
c	Warehouse w/concrete floor and one roll up door. No offices.				None present
d	Tool Cribs			X	
e	Other (list)			X	
14	Temporary Heating				Not applicable.
15	Food Service				Not applicable.
16	Security			X	
17	Other				
a	Fire retardant clothing				Not required
b	PPE, Safety Shoes, etc.			X	
C	Office supplies & equip.			X	

END OF EXHIBIT A: SCOPE OF WORK

EXHIBIT B: PRICING, PAYMENT AND CHANGE MANAGEMENT

1.0 PRICING

All pricing described herein shall be firm and fixed for the duration of the Subcontract, and shall not be subject to escalation, and shall include but not be limited to all costs for the execution of the Work including consumables required in performing the Work, construction equipment, tools, permanent materials and equipment specified herein, temporary facilities (for offices, sanitary facilities, storage and construction aids), office overhead, management, Workers' Compensation, national and local income taxes, FICA, vacation allowance, life insurance contribution, and any other benefits given by Subcontractor to its employees. Overhead and profit, salaries and wages, work visas and documents, vacation, public holiday pay and allowances, sick pay, medical expenses, insurance, labor, supervision, general expenses, overhead, all applicable taxes, duties and profit and shall be included in the pricing of the Work and shall apply without regard to the difficulty in performing the Work.

2.0 SUBCONTRACT PRICE

CH2M HILL agrees to pay Subcontractor for complete, satisfactory, and timely performance of the Work the following Subcontract Price, including applicable taxes.

Equipment and Materials	\$
Labor	\$
Construction Equipment and Tools	\$
Consumable Materials	\$
Other Costs	\$
Total Lump Sum Subcontract Price	\$

3.0 PRICE BREAKDOWN AND LABOR-HOURS

The Subcontract Price is the sum of the Pricing Breakdown detailed in Attachment B-1, Subcontract Pricing and Labor Hours Breakdown, which identifies the costs and labor-hours associated with each element of the Work. The pricing and labor-hours identified in Attachment B-1 shall be the basis on which any changes to the Work shall be priced.

4.0 OPTIONS

The following options may be exercised by CH2M HILL at its sole discretion. If exercised, all other terms and provisions of the Subcontract shall remain unchanged, except as set forth below.

1. None

5.0 SALES AND USE TAXES

The Subcontract Price includes all applicable Sales and Use Taxes.

6.0 PRICING FOR CHANGES TO THE WORK

The Subcontract Price may be modified for changes in the Work pursuant to Article 1.12 of the General Terms and Conditions to this Subcontract. If a Change Order is issued on the basis of Unit Prices, the Unit Prices set forth in this Exhibit B or in the Change Order shall apply and be used for adjusting the Subcontract Price.

A Change Order may be issued on a Time and Material basis the labor rates, construction equipment rates and pricing set forth in this Exhibit B, or as otherwise agreed in the Change Order to this Subcontract.

7.0 INVOICING INSTRUCTIONS AND REQUIREMENTS

- 7.1. Completed Work shall be agreed on a weekly basis between Subcontractor and CH2M HILL Construction and Project Controls. At the end of each month the Subcontractor may invoice for the completed Work in accordance with Article 3.0. of the General Terms and Conditions and the following:

EXHIBIT B: PRICING, PAYMENT AND CHANGE MANAGEMENT

- 7.2.** Subcontractor shall submit to CH2M HILL a completed Application for Payment (Attachment B-2), prior to the cut of date established by the Project for the Work completed through to the end of the previous month. Back-up substantiation for the costs identified on the Application for Payment shall be attached, e.g. schedule of values, signed Time Sheets, Equipment Logs, etc.
- 7.3.** Attachment B-3 Partial Waiver and Release of Lien form shall be attached to the Application for Payment where the Partial Waiver and Release of Lien statement is not incorporated as part of the Application for Payment.

Each Application for Payment shall be uniquely numbered and reference the Project Number and Subcontract Number, and shall be addressed and submitted as follows:

CH2M HILL Engineers, Inc.
9127 S. Jamaica St.
Englewood, CO 80112-5946
Attention: Patricia Elder

Email Application for Payment to: pelder@ch2m.com

- 7.4.** Subcontractor shall complete in each Application for Payment including the Partial Release of Lien section included in it. CH2M HILL will not approve the Application for Payment without the notarized Partial Release of Lien section executed.
- 7.5.** CH2M HILL Construction, Project Controls and Subcontract Administration shall review and where acceptable approve the Application for Payment. The approved original Application for Payment shall be returned to Subcontractor. Subcontractor shall prepare an invoice in accordance with the approved Application for Payment. Subcontractor shall submit to CH2M HILL its Invoice for payment and attach the original copy of the Approved Application for Payment via email to apinvoices@ch2m.com or mailed to the following address:

CH2M HILL
A/P Shared Service
P.O. Box 241329
Denver, CO 80224
PH: 720-286-2029

- 7.6.** CH2M HILL shall pay Subcontractor the approved invoice amount less any retention specified in this Subcontract within 10 days following receipt of payment from Owner. Ten percent retention is to be withheld for all progress payments made pursuant to this Subcontract.
- 7.7.** Final payment will be made within 10 days of receipt of said payment from Owner, provided Work has been completed to the satisfaction of CH2M HILL and Owner and the following provisions of this Subcontract are fulfilled.
- 7.7.1.** Final completion of the Work by the Subcontractor
- 7.7.2.** Receipt by CH2M HILL of the "Final Waiver and Release of Lien" Form (Attachment B-4) that confirms Subcontractor has paid in full all persons furnishing labor, materials, or services in connection with the Work and that neither Subcontractor nor any other person claiming under or through the Subcontractor has filed or has the right to file a lien or any other claim against the Owner, CH2M HILL, or the project premises.
- 7.7.3.** Delivery of all guarantees, warranties, performance charts, as-built drawings, and similar items with respect to the Work.
- 7.7.4.** Receipt by CH2M HILL of all documents and data specified in the Subcontract
- 7.7.5.** All applicable Sales and Use Tax must be shown as a separate line item on the Schedule of Values at actual incurred cost. A list or report of tax is required as backup to substantiate the tax, complete with vendor names, invoice numbers, and tax paid.

EXHIBIT B: PRICING, PAYMENT AND CHANGE MANAGEMENT

Invoices not conforming to these instructions may be returned for correction.

8.0 SUBCONTRACT CHANGES

- 8.1. CH2M HILL reserves the right to make changes in the Work in accordance with Article 1.12. Change, of the General Terms and Conditions and the following:
- 8.2. Changes which are consistent with the intent of the Subcontract shall be considered within the Scope of Work of this Subcontract and will be performed by Subcontractor at no additional cost. Changes which Subcontractor considers an increase, or, decrease in the Scope of Work shall be identified within five working days in a Change Order Request attached hereto as Attachment B-5. The Change Order Request (COR) shall identify the change and any cost and/or schedule implications. Subcontractor shall not perform any Work without prior written authorization from CH2M HILL. Subcontractor shall be reimbursed for authorized changes in the manner described in Section 9.0 Change Management of this Exhibit.

9.0 CHANGE MANAGEMENT

During the execution of the Work any changes to the Scope of Work shall be identified and agreed in a formal manner using this Change Management Procedures. All changes shall be identified using the Change Order Request Form (COR) to be reviewed, and if acceptable, approved by CH2M HILL. Approval of Change Order Request allows the Subcontractor to start and complete the work identified. Payment for the Work is authorized by an executed Change Order, attached hereto as Attachment B-6. Payment for changes in the Work not formally submitted in a COR and approved by a CO will not be made.

- 9.1. A COR may be raised by Subcontractor or CH2M HILL to identify any change in the contracted Work with regard to cost, and, or, schedule from that originally provided for in the Subcontract. A COR is usually an addition to the Total Subcontract Price but in some cases may be a deduction to the Total Subcontract Price.
- 9.2. If CH2M HILL requires additional Work to proceed prior to an agreement on the COR being reached, that Work should be authorized to proceed and managed in accordance with the requirements specified in Section 6 of this Exhibit B. This measure is for extreme cases where agreement is not imminent due to the amount of preparation required from the Subcontractor and the work has to proceed so as not to impede the work schedule.
- 9.3. Where provided for, all additional work should be priced as a lump sum based upon the pricing established for the original scope of work. Changes may have already been contemplated and the appropriate unit rate pricing or labor rates identified for the purposes of calculating changes to the work as laid out in this Exhibit B: Pricing, Payment and Change Management.

10.0 ACCURATE COST AND PRICING CERTIFICATION

Subcontractor agrees that, if it is later determined by audit or otherwise, that the cost and pricing data submitted was inaccurate, incomplete or not in compliance with the provisions of the Subcontract, an appropriate change to the Subcontract Price shall be made.

11.0 BACK-CHARGE PROCEDURE

For the purpose of this Subcontract a back-charge is defined as a billing to Subcontractor for costs incurred by CH2MHILL to:

- 11.1. Provide, correct, repair or replace permanent materials and equipment set forth in Subcontractor's Scope of Work, or,
- 11.2. Repair existing Project Site facilities damaged by Subcontractor construction activities, or
- 11.3. Provide construction materials, equipment, utilities and other services, including the unloading and storing of materials and equipment, as set forth in Subcontractor's Scope of Work, but provided by others.

EXHIBIT B: PRICING, PAYMENT AND CHANGE MANAGEMENT

- 11.4.** CH2M HILL will immediately notify Subcontractor's designated representative, or, if no onsite representative is present, Subcontractor's home office representative of a back-charge event. Verbal notification will be confirmed in writing to Subcontractor by a Back-charge Notice attached hereto as Attachment B-7 Back Charge Notice issued within two (2) working days of the verbal notification. CH2M HILL will request Subcontractor's suggested method of handling the Back-charge condition and Subcontractor will first be given the opportunity to inspect and correct the condition (when possible) within a time period as determined acceptable by CH2M HILL.
- 11.5.** If the Subcontractor is unwilling or unable to complete the work required, in a timely manner that will support the Project Schedule, CH2M HILL will arrange for the work to be completed as soon as possible. CH2M HILL will prepare an estimate of charges to complete the work, if so requested by Subcontractor. The absence of an estimate of charges will not prevent CH2M HILL from commencing the required work to maintain the project schedule.
- 11.6.** The actual cost of the work completed under the back-charge notice will be deducted from the Subcontractor's latest monthly invoice after completion of required work, or invoiced directly to the Subcontractor.
- 11.7.** In accordance with Article 3.0 Pricing, Payment and Change Management of the General Terms and Conditions retention monies will be withheld until all Back-charges have been resolved to the satisfaction of CH2M HILL.

END OF EXHIBIT B: PRICING, PAYMENT AND CHANGE MANAGEMENT

APPLICATION FOR PAYMENT

Period Ending: _____

Subcontractor:	Owner:	Application No.:
Subcontract No.:	Project No.:	Period - From:
Scope Of Work	Jobsite:	To:

CHANGE ORDER SUMMARY		
Change Orders approved in previous periods by CH2M HILL	ADDITIONS	DEDUCTIONS
TOTAL	\$0.00	\$0.00
Change Orders approved this period by CH2M HILL	ADDITIONS	DEDUCTIONS
TOTAL	\$0.00	\$0.00
NET CHANGE	\$0.00	\$0.00

CERTIFIED FOR PAYMENT

The undersigned Subcontractor certifies that to the best of Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Subcontract Documents, and that all amounts have been paid by Subcontractor for Work for which previous Certificates for Payment were issued and payments received from CH2M HILL, and that the current payment shown herein is now due.

Subcontractor: **0**

By: _____ Date: _____

State of: _____ County of: _____

Subscribed and sworn to before me this _____ Day of _____ 2012

Notary Public, my commission expires: _____

Seal

SUBCONTRACTOR'S APPLICATION FOR PAYMENT	
Application is made to Contractor for payment, as shown below, in connection with the Subcontract. Issuance, payment and acceptance of payment are without prejudice to any rights of Contractor and Owner under the Subcontract.	
The present status to the account for this Subcontract is as follows:	
1. ORIGINAL SUBCONTRACT PRICE	\$0.00
2. NET CHANGE BY CHANGE ORDER(S)	\$0.00
3. CURRENT SUBCONTRACT PRICE	\$0.00
4. TOTAL VALUE COMPLETED TO DATE	\$0.00
5. TOTAL VALUE PERCENT COMPLETED TO DATE	#DIV/0!
6. ACTUAL % PROGRESS TO DATE	
7. TOTAL RETENTION	\$0.00
8. TOTAL EARNED LESS RETENTION	\$0.00
9. LESS PREVIOUS PAYMENT CERTIFICATES	
10. CURRENT PAYMENT DUE	\$0.00

CONTRACTOR'S USE ONLY:

Construction Approved By: _____ Date: _____

Project Controls Approved By: _____ Date: _____

Subcontract Administration Approved By: _____ Date: _____

EXHIBIT B: PRICING, PAYMENT, AND CHANGE MANAGEMENT

ATTACHMENT B-3

PARTIAL LIEN WAIVER COMMERCIAL PROJECTS

{This form to be used if not incorporated as part of the Application for Payment}

Subcontract Number _____

WHEREAS, _____ as Subcontractor has entered into a Subcontract with CH2M HILL dated _____ relating to the furnishing of labor, materials, supplies, and/or equipment in connection with _____ (the Work).

NOW, THEREFORE, in consideration of the sum of \$ _____ and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the total amount due to Subcontractor through _____, 20__ under the terms of the Subcontract Agreement between Subcontractor and CH2M HILL, Subcontractor does hereby:

1. Certify, represent and warrant that (a) all persons, firms, associations, corporations or other entities furnishing labor, materials, equipment, or supplies to Subcontractor with respect to the Work have been paid in full, or shall be paid from the proceeds of this Application For Payment, including any and all applicable Federal, State and Local sales, use, excise, or similar taxes or import duties, licenses and royalties, through the date stated above and (b) that as of the date herein above written, there are no outstanding claims by or on behalf of Subcontractor against the Owner or CH2M HILL for any additional money, costs or damages or claims arising from delay, from the denial or the granting of any Change Order, or from claims of any other kind or nature except for the remaining balance to be due under the Subcontract, if any.
2. Remise, release, waive, relinquish, discharge and forever quit claim unto CH2M HILL, CH2M HILL's surety(s), if any, and Owner, their heirs, executors, administrators, successors, affiliates, assigns, employers, employees, bailees, agents and servants of and from all manner of Liens, claims, demands, and causes of action whatsoever against any of them, which Subcontractor ever had, now has, or which it or its successors or assigns hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever, arising out of, or in any way connected with, the furnishing of labor, services, materials, equipment, freight, and/or supplies under the Subcontract through the date stated above, specifically including, without limitation, Liens or claims of right under statutes relating to liens of mechanics, materialmen, or suppliers of the State where the Project is located.
3. Agree to indemnify, defend and save harmless CH2M HILL, CH2M HILL's surety(s) and Owner, their heirs, executors, administrators, successors, affiliates, assigns, employers, employees, bailees, agents and servants against all loss, cost, damage or expense, including attorney's fees, by reason of any and all manner of Liens, claims or demands which anyone may have for labor performed, or for material, supplies, or equipment furnished under the Subcontract through the date stated above.
4. Subcontractor acknowledges that CH2M HILL and Owner may rely upon this lien waiver for any and all purposes.

IN WITNESS WHEREOF, Subcontractor has duly caused this Partial Release of Lien to be signed and attested by its duly authorized agent this _____ day of _____, 20_____.

SUBCONTRACTOR

BY: _____

TITLE: _____

SWORN TO before me this ___ day of _____, 20_____

Notary Public for _____

My Commission Expires: _____

EXHIBIT B: PRICING, PAYMENT, AND CHANGE MANAGEMENT

ATTACHMENT B-4

FINAL WAIVER AND RELEASE OF LIEN

Subcontract Number _____

WHEREAS, _____ as Subcontractor has entered into an Agreement with CH2M HILL dated _____ relating to the furnishing of labor, materials, supplies, and/or equipment in connection with _____ (the Work).

NOW, THEREFORE, in consideration of the sum of \$_____ and _____ other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents full and final payment amount due to Subcontractor through Final Completion of the Work, under the terms of the Subcontract between Subcontractor and CH2M HILL, Subcontractor does hereby:

1. Certify, represent and warrant that (a) all persons, firms, associations, corporations or other entities furnishing labor, materials, equipment, or supplies to Subcontractor with respect to the Project have been paid in full, or shall be paid from the proceeds of this Application For Payment , including any and all applicable Federal, State and Local sales, use, excise, or similar taxes or import duties, licenses and royalties, through the date stated above and (b) that as of the date herein above written, there are no outstanding claims by or on behalf of Subcontractor against the Owner or CH2M HILL for any additional money, costs or damages or claims arising from delay, from the denial or the granting of any Change Order, or from claims of any other kind or nature except for the remaining balance to be due under the Subcontract, if any.
2. Remise, release, waive, relinquish, discharge and forever quit claim unto CH2M HILL, CH2M HILL's surety(s), if any, and Owner, their heirs, executors, administrators, successors, affiliates, assigns, employers, employees, bailees, agents and servants of and from all manner of Liens, claims, demands, and causes of action whatsoever against any of them, which Subcontractor ever had, now has, or which it or its successors or assigns hereafter can, shall or may have, upon or by reason of any matter, cause or thing whatsoever, arising out of, or in any way connected with, the furnishing of labor, services, materials, equipment, freight, and/or supplies under the Subcontract through the date stated above, specifically including, without limitation, Liens or claims of right under statutes relating to liens of mechanics, materialmen, or suppliers of the State where the Project is located.
3. Agree to indemnify, defend and save harmless CH2M HILL, CH2M HILL's surety(s) and Owner, their heirs, executors, administrators, successors, affiliates, assigns, employers, employees, bailees, agents and servants against all loss, cost, damage or expense, including attorney's fees, by reason of any and all manner of Liens, claims or demands which anyone may have for labor performed, or for material, supplies, or equipment furnished under the Subcontract through the date stated above.
4. Subcontractor acknowledges that CH2M HILL and Owner may rely upon this lien waiver for any and all purposes.

IN WITNESS WHEREOF, Subcontractor has duly caused this Final Release of Lien to be signed and attested by its duly authorized agent this _____ day of _____, 20__.

SUBCONTRACTOR

BY: _____

TITLE: _____

SWORN TO before me this day of _____, 20__

Notary Public for _____

My Commission Expires: _____



SUBCONTRACT CHANGE ORDER REQUEST

Project No.: Subcontract No.: Subcontractor: Scope of Work:	Change Order Request No. 001 Request for Information No. Work Action Directive No. Document Transmission No.
This COR provides the total costs Subcontractor claims for the change(s) described herein and also identifies the total impact upon the current project schedule or milestone dates. This COR does not change the subcontract requirements until the COR has been approved by CH2M HILL authorized representatives. Subcontractor may only commence the work identified in this COR when signed by three authorized representatives of CH2M HILL.	Payment for the Work authorized by an approved Change Order Request shall be subject to Subcontractor executing a Change Order to the Subcontract. Subcontractor confirms that the work identified on this COR has been reconciled with the original Work, and with the work authorized by other COR's, and the cumulative effect of the original work plus authorized changes has been considered and provided for. No further cost and/or time is required to complete the Work.

DESCRIPTION OF CHANGE

1.0 SCOPE OF WORK (EXHIBIT A)

Provide detailed description of change(s) to the scope of work making reference to the revised information (Documents) that is responsible for the change(s).

2.0 PRICING, PAYMENT AND CHANGE MANAGEMENT (EXHIBIT B)

Provide detailed labor-hours and cost information for the change(s) identified using Subcontract pricing included in Exhibit C where applicable.

3.0 SCHEDULE INFORMATION

Provide details, if any, of any changes in the agreed schedule as a result of the change identified.

Subcontract No.

Subcontract Change Order Request No.

--

SUBMITTED BY SUBCONTRACTOR:

_____	_____	_____
Name	Title	Date

FOR CH2M HILL:	APPROVED	NOT APPROVED
_____	_____	_____
Name	Construction	Date
_____	_____	_____
Name	Project Controls	Date
_____	_____	_____
Name	Subcontract Administration	Date



SUBCONTRACT CHANGE ORDER

Change Order No.:	Original Fixed Lump Sum Value: \$
Subcontract No:	Value of Previous Change Order(s): \$
Subcontractor:	Additions by this Change Order: \$
Scope of Work:	Reductions by the Change Order: \$
Reference RFI / FWD No:	Total Change Order Value: \$
Reference COR No.'s	Revised Lump Sum Subcontract Value: \$

DESCRIPTION OF CHANGE(S)

The Purpose of this Change Order is to **add to / delete from / modify the Scope of Work and to amend the Subcontract Price accordingly**. The Terms and Conditions governing the original Subcontract and any subsequent Change Orders, not specifically changed herein, remain unchanged and in full force and effect.

1.0 SCOPE OF WORK (EXHIBIT A)

Provide detailed description of change(s) to the scope of work

2.0 PRICING, PAYMENT AND CHANGE MANAGEMENT (EXHIBIT B)

Provide detailed labor-hours and cost information for the change(s) identified using Subcontract pricing included in Exhibit C where applicable.

3.0 SCHEDULE INFORMATION

Provide details, if any, of any changes in the agreed schedule as a result of the change identified.

Subcontract No.

Subcontract Change Order No.

4.0 DISTRIBUTION

Please have an **authorized representative** sign both originals of the Change Order, retain one (1) for your records and return the other to the address shown below within forty-eight (48) hours of receipt of this Change Order.

PROJECT ADDRESS

Subcontractor confirms that the work identified on this Change Order has been reconciled with the original Work, and with the work authorized by other Change Order's, and the cumulative net effect of the original work plus authorized changes has been considered and provided for. No further cost and/or time is required to complete the Work.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL SUBCONTRACT AGREEMENT REMAIN FULL FORCE AND EFFECT

<p>FOR SUBCONTRACTOR:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>FOR CH2M HILL:</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	---

EXHIBIT C: PROJECT CONTROLS

1.0 RESPONSIBILITIES

Subcontractor is responsible for the preparation and development of all project control systems and documents as outlined herein this Exhibit C: Project Controls.

Subcontractor shall submit all reports to the CH2MHILL Subcontract Administration.

Failure by Subcontractor to provide CH2MHILL with the required reports and data on a timely basis and meeting the requirements shall be grounds for withholding payment until the required reports and data are submitted and/or breach of Subcontract in the event Subcontractor continues not to provide reports and data required.

CH2M HILL will furnish Subcontractor with the Project Level 2 Schedule.

Subcontractor will furnish CH2MHILL with a Milestone Schedule for the completion of the Work. This schedule shall be developed in accordance with the CH2M HILL Project Level 2 Schedule Milestone Dates and maintained during execution of the Work. Subcontractor will respond to all modifications to the Project Level 2 Schedule or subsequent level 3 and level 4 as may be provided to Subcontractor by CH2M HILL.

CH2MHILL will furnish Subcontractor with a working copy of the rules of credit for the completion of the Work, at the time of award. This document may be modified during the execution of the work as mutually agreed between the Subcontractor and CH2MHILL. Subcontractor will respond to modifications without cost impacts.

CH2M HILL will furnish Subcontractor with the Project Reporting Calendar.

CH2M HILL will furnish Subcontractor with the Work Breakdown Structure.

CH2M HILL will furnish Subcontractor with the Cost Breakdown Structure.

2.0 PROJECT CONTROL REQUIREMENTS

Subcontractor shall address as a minimum the following topics:

2.1 Planning & Scheduling

Planning & Scheduling shall provide detailed Critical Path Monitoring scheduled activities reflecting the key functions, sources of data, and resource loading for each activity used in the schedule.

The Plan should clearly identify the involvement of construction management and supervision to ensure “constructability” of the schedule, construction priorities, and quantification / understanding of critical path and float.

2.2 Field Progress Control

The Field Progress Control should define principles of progress measurement, description of the progress measurement system, and examples of the deliverables.

Rules of Credit and Standard Work Units will be used in the Subcontractor’s scheduling system. Measurement shall be conducted on a weekly basis, and consolidated on a monthly basis.

3.0 REPORTING

Subcontractor shall submit regular status reports in accordance with the Project Reporting Calendar and in the frequency as defined in “Instructions”. All reporting requirements will be discussed in detail at the Kick-Off Meeting prior to commencing with the Work.

Subcontractor shall submit to CH2M HILL, for review and approval, a written detailed description of its proposed schedules and the frequency and timing of each report. This submittal is due to CH2M HILL within ten (10) days of execution of the Subcontract.

EXHIBIT C: PROJECT CONTROLS

The following table shows a summary of Project Control reports and required frequency.

Issue	15 Days after Award	30 Days after Award	Monthly	Weekly	Daily
Report					
Monthly Progress Status Report					
CPM Schedule Level 3			X		
CPM Schedule Level 4					
Three (3) Week Look-ahead Work Activity Schedule				X	
Resource Loaded Progress Curves					
Progress Reports					
Cost Status Report					
System Completion and Turnover Schedule					

Two (2) legible size copies and one (1) electronic copy shall be submitted for each report

3.1 Software

Subcontractor shall use a software program for CPM scheduling and shall submit all schedules in a format that can be imported to Primavera P6.

END OF EXHIBIT C: PROJECT CONTROLS

EXHIBIT D: QUALITY ASSURANCE / QUALITY CONTROL

1.0 GENERAL

- 1.1 Subcontractor is required by the Project Quality Assurance / Quality Control (QA/QC) Program to have and submit for approval a QA/QC Plan to fulfill the quality requirements of this Subcontract.
- 1.2 The QA/QC Plan shall define the Subcontractor's quality system, activities, procedures, practices, resources and responsibilities under this Subcontract.
- 1.3 The QA/QC Plan shall address the following criteria:
 - Quality Policy Statement
 - Project Organization Chart - including Project QA/QC Staffing Plan
 - Roles and responsibilities of personnel performing QA/QC related tasks.
 - Document and Data Control
 - Procurement Control
 - Material Control
 - Equipment and Material Storage and Maintenance
 - Special Process Control
 - Inspection and Testing (see additional information below)
 - Control and calibration of Measuring, Testing, and Inspection Equipment
 - Nonconformance Reporting and Corrective Action
 - Control of QA/QC Records
- 1.4 Subcontractor shall assure that the installed Work complies with the the specifications, drawings, codes and standards referenced in this Subcontract. Subcontractor shall provide CH2M HILL with timely notification and access for all inspection necessary to validate the quality of the Work installed by Subcontractor as well as access to the records maintained of all inspection work completed by Subcontractor.

The Subcontractor shall provide CH2M HILL and its representatives with access to their, or, their suppliers or lower-tier subcontractor's facilities, work processes, equipment, personnel, procedures and records for the purpose of conducting reviews, inspections, surveillance, or audits of Project materials and equipment to verify compliance with the technical requirements of this Subcontract.
- 1.5 Subcontractor shall provide personnel to implement and control a proactive Quality Assurance program.

The Subcontractor shall identify specific personnel responsible for inspection and test, compliance to drawings/specifications and turnover documentation to the CH2M HILL. The Subcontractor shall submit the résumé's and qualification certificates for these personnel to the CH2M HILL for approval before any inspection work is performed. The Subcontractor shall not remove or replace CH2M HILL approved these personnel without prior written approval from CH2M HILL.

The Subcontractor's personnel involved in witnessing or evaluating of non-destructive testing shall be certified to ASNT SNT-TC-1A Level II or better. Subcontractor personnel inspecting welds shall be certified to AWS D1.1 or equivalent.
- 1.6 Should any inspections of the Work be performed without giving timely written notice CH2M HILL to witness such inspections, CH2M HILL may require Subcontractor to uncover such Work, at Subcontractor's cost, for examination.
- 1.7 Third Party Inspection and Testing
 - 1.7.1 Subcontractor is required to submit for CH2M HILL approval, the name of Testing and Non-Destructive Examination Agency's that the Subcontractor wishes to employ to undertake Testing and Non-Destructive Testing requirements for the Project.

EXHIBIT D: QUALITY ASSURANCE / QUALITY CONTROL

- 1.7.2 Subcontractor shall be responsible for coordinating all required testing with the NDE agency and CH2M HILL.
- 1.7.3 Subcontractor shall have the Testing Agency and Non-Destructive Testing Agency provide duplicate original copies of all test results and supply test results simultaneously to CH2M HILL and Subcontractor.
- 1.8 Subcontractor shall remain totally responsible for the quality and accuracy of its Work that shall at all times conform to Project requirements. In the event that the results of tests performed are not in accordance with Project requirements, Subcontractor shall be responsible for any repair, rework, re-testing and/or additional testing required as a result of the Work not being compliant with Project requirements. The costs associated with any repair, rework, re-testing, and/or additional testing required as a result of the Work not being compliant with Project requirements shall be to Subcontractor's account.
- 1.9 CH2M HILL shall initiate a Pre-Mobilization/Kick-Off Meeting with project personnel to ensure the Subcontractor has the proper Inspection Personnel onsite. The project specifications and procedure requirements shall be reviewed during this meeting along with discussing the CH2MHILL expectations. Also discussed and agreed upon at this meeting is the Quality Documentation to be accumulated, reviewed and turned over by the Subcontractor to CH2M HILL at completion of work.

2.0 INSPECTION AND TEST PLANS:

In conjunction with the quality control procedures Subcontractor shall prepare for approval by CH2M HILL, Inspection and Test Plans (ITP), Attachment "F-1", that defines all inspections and tests required by applicable drawings, specifications, code, standard, and this Subcontract. Subcontractor is required to have Inspection and Test Plans approved by CH2MHILL prior to starting the Work.

- 2.1 The ITP shall include: (i) Item description, (ii) applicable drawing, specification, code, standard, (iii) area/location, (iv) type of inspection or test to be conducted, with the acceptance criteria, (v) sample report form or records, (vi) type of surveillance specified; e.g. witness, inspect, review of records, random, full (100%), etc including any other remarks, or, comments required to fully describe the intentions of those preparing, conducting or participating in the execution of the inspection and test plan activities.
- 2.2 The Project's Inspection and Test Plan shall be submitted to the CH2MHILL QA/QC Manager. The Plan shall be reviewed for content, completeness for each inspection activity proposed, or required, including specifying the type of activities e.g. Review Record (R), Inspect (I), Surveillance (S) or Hold Point/Witness Point (H/W), during each activity.
- 2.3 Hold Point Inspections shall require notification by Subcontractor to the CH2MHILL QA/QC Manager. Letters or symbols such as these shall be used on the ITP:
 - H/W Hold Point/Witness. Do not proceed beyond this point in construction until inspected and released by CH2MHILL.
 - S Surveillance. Routine surveillance and monitoring of Work in progress.
 - R Review of records and documentation. May be scheduled or unscheduled by CH2MHILL.
 - I Inspection by CH2MHILL of initial construction activity.
- 2.4 CH2MHILL/Subcontractor's QA/QC personnel shall be responsible for assuring that all required inspections and tests are performed and that CH2MHILL QA/QC has signed off on all specified activities. Signoff by the CH2MHILL does not relieve the Subcontractor of meeting the Subcontract requirements.

3.0 QUALITY DOCUMENTATION:

EXHIBIT D: QUALITY ASSURANCE / QUALITY CONTROL

- 3.1 All completed inspection reports, checklists, certifications, records and any other quality documentation generated by Subcontractor for materials, equipment and construction work pertaining to this Subcontract shall be reviewed and where necessary signed by CH2MHILL. Signed documentation and records of all inspection and testing activities shall be completed at the time the activity is performed and shall be kept in the Project file.
- 3.2 Original inspection and test records documentation generated by Subcontractor shall be retained at the Project site and shall be made available for review by CH2MHILL at any time through to completion of the Work.
- 3.3 Upon completion of the Work, Subcontractor shall transmit to CH2MHILL the original, plus one copy, and an electronic version of all documentation required by this Subcontract. Documents to be submitted to CH2MHILL shall include The Quality Plan, Inspectors Qualifications, Inspection and Test Plans, NDT Procedures, Welding Procedures, Testing Procedures and System Turnover Packages.

END OF EXHIBIT D: QUALITY ASSURANCE / QUALITY CONTROL

EXHIBIT E: HEALTH SAFETY AND ENVIRONMENT

1.0 GENERAL CONDITIONS

Target Zero is the stated goal of CH2M HILL and every CH2M HILL employee is entrusted to take responsibility to achieve zero incidents, including:

- Zero Injuries and Illnesses (World Class Safety)
- Zero Adverse Impacts (Environmental Stewardship)

CH2M HILL expects that its Subcontractors also adopt the same level of commitment to health, safety and protection of the environment.

Therefore Subcontractor agrees and accepts the responsibility to work with CH2M HILL to establish Health, Safety and Environmental (HSE) protection as practiced by CH2MHILL for its own employees and to comply with Client, State, and Federal Health, Safety, and Environmental regulations.

2.0 SAFETY, PROTECTION OF WORK

Prevention of accidents and adverse environmental impacts on or near Subcontractor's Work is Subcontractor's responsibility. Subcontractor shall take all necessary precautions to assure the safety of all persons and the protection of the environment during performance of Subcontractor's Work and will protect Subcontractor's Work and adjacent property from damage caused by Subcontractor's operations. Subcontractor will conform to all applicable laws and regulations relating to health, safety and the environment and with site-specific health and safety plans, and any required environmental plans, which are available upon request. Subcontractor shall designate a qualified representative responsible for safety at the Project site.

Subcontractor shall at all times be solely responsible for all aspects of HSE in connection with Subcontractor's Work and any Lower Tier Subcontractor work, including initiating, maintaining and supervising, and complying with all HSE precautions and plans, even if CH2M HILL establishes an HSE program for the entire Project

2.1 Prior to beginning Subcontractor's Work, Subcontractor shall submit for CH2M HILL's review and acceptance, a written Health and Safety Plan and any required environmental plans, with detail commensurate with Subcontractor's Work. Such Plans shall be prepared by a qualified health, safety or environmental professional and shall describe anticipated hazards, environmental impacts and control methods to safeguard all Subcontractor and Lower Tier Subcontractor employees, CH2M HILL and Owner employees, site visitors, the public and the environment. The Plan's safety measures, policies and standards shall conform to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by CH2M HILL and Owner, including, but not limited to, requirements imposed by the Contract Documents. Subcontractor will conspicuously post the Safety Plan at the Project site. All Subcontractor personnel including sub-tier contractors shall be briefed on the Subcontractor's Safety Plan. This briefing shall be documented.

The Safety Plan must include, at a minimum, the following components:

2.1.1 **Training.** Subcontractor is responsible for the safety and environmental education of their employees. The training must comply with all laws and standards. Prior to performing work, Subcontractor shall provide copies of training certificates to CH2M HILL for all operations, which require such training and maintain the records at the project site. As a minimum, the following training is required:

2.1.1.1 Supervisor Safety Training – must cover record keeping, incident investigation, regulatory agency inspections, HSE documentation requirements, and the OSHA 10 hour course for construction.

2.1.1.2 Competent Person Training – each person designated as a competent person shall be qualified and attend training on that particular operation. Operations requiring a competent person or qualified supervisor per OSHA requirements include, but are not limited to, trenching and excavation, fall protection, scaffolds, confined space entry, and rigging.

2.1.1.3 Employee Orientation Training – must cover the applicable HSE policies, manuals, permits, plans and/or Activity or Task Hazard Analyses (AHA/THA), first aid availability, incident reporting procedures, safety meeting participation, personal protective equipment, spill response, emergency procedures, and enforcement procedures. If CH2M HILL provides a

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project employee orientation, all subcontractor employees must attend the training prior to entering the field.

- 2.1.1.4 **Emergency Procedures** – must cover notification procedures, evacuation routes, mustering points, and accountability.
 - 2.1.1.5 **Safety Meetings** – must be conducted at a minimum weekly during active work operations with all Subcontractor’s onsite personnel. Documentation detailing the subject discussed and signatures of all participants must be kept for each meeting.
 - 2.1.1.6 **Hazard Communication Standard** – must cover all aspects of the standard including MSDSs, chemicals onsite, labeling and the written program. Annual re-training is required.
 - 2.1.1.7 **Lockout/Tagout** – must cover each individual piece of machinery or equipment that is to be serviced or altered during this Project.
 - 2.1.1.8 **Working Alone** – must cover communications, control measures, and emergency procedures for working alone. Working alone includes any task where the risk of injury or illness is increased without assistance or direct communication with other workers located in close proximity, or when working in a remote area without reliable means for summoning emergency support.
- 2.1.2 **Incident Reporting and Investigation.** Subcontractor must report all incidents including injuries, illnesses, exposures above established limits, fires, explosions, spills, exceeding permit or permit-equivalent, near misses, and any property damage to CH2M HILL immediately (within 1 hour of incident). Significant spills (exceeding Reportable Quantities) must be reported to CH2M HILL at the moment it is safe to do so within 15 minutes and report to appropriate government authorities when directed. An incident investigation that includes a cause analysis and corrective actions must be conducted and a complete report issued to CH2M HILL within 24 hours of incident. A daily verbal update will be provided to CH2M HILL until corrective actions are completed and, if applicable, claimant is released to full-duty and/or claim has been resolved.
- 2.1.3 **Emergency Procedures and First Aid/Medical Services.** Subcontractor shall prepare in-house emergency response guidelines in coordination with CH2M HILL’s safety personnel. Subcontractor must provide first aid and medical service capabilities to meet regulatory requirements.
- 2.1.4 **Record Keeping.** Each Subcontractor shall submit a monthly safety report to CH2M HILL by the 10th of the month which covers the previous months significant safety activities. The monthly report shall include copies of HSE records, including but not limited to, a copy of Subcontractor’s Project-specific OSHA 300, current incident statistics (including total Subcontractor and Lower Tier Subcontractor field work hours), spill, non-regulated releases, violations and any accident investigation reports to CH2M HILL. Project-specific OSHA 300 and first aid logs and inspection reports must be maintained onsite at all times.
- 2.1.5 **Personal Protective Equipment.** Subcontractor shall provide and inspect all personal protective equipment (PPE) prior to each use. In addition, Subcontractor shall enforce the use of PPE by its employees when ever required or specified in the project health and safety plan. A dress code, including hard hats, hard-soled work boots, safety glasses, high visibility warning vests (meeting ANSI/ISEA 107-2004 standards) when personnel are in proximity to traffic or moving equipment and appropriate clothing (long pants and sleeved shirts that must cover torso) is required on all CH2M HILL projects. Project PPE requirements may be more stringent (i.e. safety-toed work boots).
- 2.1.6 **Fall Protection.** Subcontractor shall provide and ensure the use of continuous fall protection equipment when activities take place 6 feet or more above a lower level.
- 2.1.7 **HAZCOM.** Subcontractor shall provide CH2M HILL with a copy of the current Safety Data Sheets (SDSs) required by the Hazard Communication Standard for all hazardous chemicals or substances brought onsite by Subcontractor or any lower-tiered Subcontractors. Subcontractor shall maintain all SDSs at the project site in a notebook readily available for inspection with an index arranged by “Brand Name”.

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If such materials or substances are part of any item requiring a shop drawing or other submittal, the SDS will accompany the submittal.

- 2.1.8 **Hazard Analysis.** Subcontractor shall prepare a Task or Activity Hazard Analysis (THA/AHA) or equivalent for each Project phase comprising Subcontractor's Work identifying the work sequence, hazards posed and control measures required to perform the activity according to accepted industry safe work practices. The equipment, tools and materials, inspection and training requirements to execute Subcontractor's Work activity shall also be included in the THA/AHA. The THA/AHA must be readily available for review by CH2M HILL upon request.
- 2.1.9 **Pre-Task Safety Plans.** Subcontractor shall prepare a Pre-Task Safety Plan (PTSP) or equivalent to review the hazards posed and required hazard control procedures for each day's planned activities. During the daily safety meeting, Subcontractor's supervisor shall brief their work crew on the PTSP, which shall also include the tools, equipment and materials that will be used for each day's planned activities. The PTSP must be readily available for review by CH2M HILL upon request.
- 2.1.10 **Inspections.** SUBCONTRACTOR shall conduct and document regular inspections while work is being conducted at the project site for good health, safety, and environmental conditions at the PROJECT site and promptly implement any needed corrective actions. A minimum of one documented inspection shall be conducted per week while work is conducted at the PROJECT site or more frequently if site conditions warrant.
- 2.1.11 **Competent Person.** Subcontractor agrees to provide a competent person onsite at all times during operations which require such according to the OSHA regulations. This person must be qualified and experienced in the operation and have received detailed training on HSE requirements pertaining to the operation. The competent person shall perform a daily inspection of the operation and submit a written inspection report each day to CH2M HILL.
- 2.1.12 **Housekeeping and Site Services.** Subcontractor is solely responsible for housekeeping in their work areas. Good housekeeping is essential for all work performed at any CH2M HILL site. Subcontractor is responsible to supply drinking water, adequate toilets, washing facilities, fire extinguishers, first aid kits and jobsite posters per OSHA requirements unless specifically stated elsewhere in this Subcontract as a service to be furnished by others.
- 2.1.13 **Construction Equipment.** Subcontractor shall operate and maintain any construction equipment in a safe and compliant manner. All construction equipment is to be in good working condition upon arrival and during subcontractor's work. Documented preventive maintenance records meeting the manufacturer's minimum recommendations shall be readily available for inspection.
- 2.1.14 **Equipment Inspections.** Each Subcontractor shall conduct daily pre-use inspections of all vehicles and mobile equipment, tools and cord sets, and safety devices. Documented inspections shall be conducted monthly for mobile equipment including cranes, aerial lifts, rigging, ladders, safety equipment including harnesses and lanyards, electrical equipment, cord sets and tools, fire extinguishers, single and two-point suspended scaffolds, etc. Inspection records shall be made available upon request to CH2M HILL.
- 2.1.15 **Cranes.** Subcontractor shall comply with and provide to CH2MHILL all documentation required by applicable sections of the OSHA Construction Industry Cranes Standard, contained in Subpart CC, 1926.1400 through 1441 prior to mobilizing any cranes onto the project site. Assembly, disassembly and operation of cranes on the project site shall be completely described in Subcontractors Crane Assembly, Disassembly and Operating Safety Procedures that are required to be accepted by CH2MHILL prior work commencing. Subcontractor shall furnish copies of current annual and monthly crane inspection reports to CH2M HILL for all cranes brought onto the project site prior to their use. Daily inspection records shall be maintained for all cranes. Load test and certification records shall be supplied to CH2M HILL upon request.
- 2.1.16 **Hazardous Materials and Waste.** Subcontractor shall provide CH2M HILL with an inventory of all hazardous materials and waste to be used, generated or stored on the project site; measures to reduce, reuse or recycle hazardous materials and waste; measures to prevent spills or releases; and procedures for transport and disposal.

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- 2.2 Subcontractor shall designate a qualified safety representative at the Project site with responsibility for preventing accidents and implementing and supervising the Safety Plan and other safety programs. The safety representative shall attend all project safety meetings, participate fully in all activities outlined in the Safety Plan and shall devote whatever time is necessary to perform such duties properly.
- Subcontractor's safety representative shall provide CH2M HILL's health and safety staff with any and all requested information and shall have the authority to immediately correct any safety deficiencies.
- 2.3 Subcontractor shall comply with and secure the compliance of its employees, lower tier subcontractors, suppliers and agents with applicable Laws, its Safety Plan and those of CH2M HILL or the Owner, if any, and with the reasonable recommendations of insurance companies having an interest in the Project.
- 2.4 Subcontractor shall furnish appropriate safety equipment for Subcontractor's Work in progress, train appropriate personnel in the use of the equipment and enforce the use of such equipment by its employees and those of its lower tier subcontractors.
- 2.5 Subcontractor shall be solely responsible for the design, construction, installation, use and adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices and similar items used by Subcontractor and all lower-tiered subcontractors during performance of Subcontractor's Work.
- 2.6 Temporary structures such as fabrication shops, storage areas, and offices will not be permitted within existing facility structures unless approved by the CH2M HILL. Such temporary structures, if permitted inside or adjacent to existing facility structures, must be constructed of fire retardant materials.
- 2.7 Copies of Subcontractor's professional licenses, registration, certifications and permits necessary to perform the Work in the applicable State/County/City shall be provided to CH2M HILL when returning this Subcontract to CH2M HILL for execution.
- 2.8 Subcontractor shall implement and maintain a safety program that meets the requirements of 29 CFR 1910.120 / 29 CFR 1926.65 for any designated Hazardous Waste and Emergency Response (HAZWOPER) work. Designated HAZWOPER work includes any work that falls under the scope of OSHA HAZWOPER regulations or any work designated by CH2M HILL as HAZWOPER work. The SUBCONTRACTOR shall provide documentation of worker HAZWOPER qualification (medical and training) to CH2M HILL prior to allowing worker access to any designated HAZWOPER site. Additionally, SUBCONTRACTOR shall maintain current HAZWOPER worker qualification documentation at the project site.
- 2.9 CH2M HILL may stop any part of the Work which CH2M HILL deems unsafe or detrimental to the environment until corrective measures satisfactory to CH2M HILL shall have been taken. CH2M HILL's review of Subcontractor's Health and Safety Plan or environmental plans, its observations or failure to stop Subcontractor's unsafe practices shall not relieve Subcontractor of its sole responsibility for safety, limit Subcontractor's obligation to undertake any action necessary to maintain a safe environment or create an obligation for CH2M HILL. Subcontractor shall indemnify CH2M HILL for fines, damages or expenses incurred by CH2M HILL because of Subcontractor's (including any lower tier subcontractor(s)) failure to comply with HSE requirements.

3.0 DRUG FREE WORKPLACE

The use, sale, and/or possession of controlled substances and alcohol is prohibited at the project site. Subcontractor has certified to CH2M HILL that it implements a drug policy which meets CH2M HILL's minimum standards for a drug-free workplace, which standards are incorporated into the Subcontract by this reference ("Standards"). When requested by CH2M HILL, Subcontractor must present written verification of a negative drug screen for each employee (performed within 30 days of coming onsite), prior to the employee being allowed on the project.

CH2M HILL may conduct reasonable searches, including random searches, of Subcontractor's employees and employees of its lower tier subcontractors and suppliers and may require and receive the results of a 5-panel drug screen and blood alcohol tests for any employee of Subcontractor or its lower tier subcontractors. Any employee of Subcontractor, its lower tier subcontractors or suppliers found to possess or be under the influence of an article prohibited by the Standards, or refusing to consent to a reasonable search by CH2M HILL may, in CH2M HILL's sole

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discretion, be immediately removed from the Project site and denied future access. Subcontractor agrees to enforce its drug policy and to bind its lower tier subcontractors to its policy and to the provisions of this paragraph. Nothing in the paragraph shall require CH2M HILL to undertake testing or searches.

END OF EXHIBIT E: HEALTH, SAFETY AND ENVIRONMENT

EXHIBIT F: PROJECT WORK RULES AND SITE CONDITIONS

1.0 PROJECT WORK RULES AND SITE CONDITIONS OVERVIEW

- 1.1 The safe efficient operation of a construction worksite requires the spirit of teamwork and cooperation from all people working on the site. Also required is a uniform standard of behavior that all workers and guest must abide by.
- 1.2 Project participants, be they employees of the Client, CH2M HILL, Subcontractors, Suppliers, or Guests, who refuse or fail to follow standards set forth herein shall be subjected to disciplinary action up to and including immediate removal from the project site and access privileges to the project site revoked.
- 1.3 In cases not specifically mentioned, Project Participants are expected to use good judgment and refer any questions to their immediate supervisors. Subcontractors shall refer any questions to the CH2M HILL Subcontract Administration.

2.0 PROJECT NAME AND LOCATION

- 2.1 The official project name for this project is Cooper City Lift Station #7 Replacement.
- 2.2 The Project is located 10215 SW 51st St., Cooper City, Florida.
- 2.3 The mailing address for CH2M HILL at the site is TBD.
- 2.4 The Shipping address for the Project Site is: TBD.

3.0 HOURS OF OPERATION

- 3.1 The standard hours of operation for the site are Monday through Friday, 7:00 a.m. to 4:30 p.m. These hours of operation are based on a single shift operation. Adjustments to the hours of operation may be made to accommodate daylight conditions.
- 3.2 Security gates for the project site shall normally open one-hour prior to the start of the shift and shall close one-hour after the shift ends. Security gates shall be staffed 24 hours per day, seven days per week. Access to the site during off shift work hours by Subcontractor employees or Lower-tier Subcontractors requires the approval of the CH2M HILL.
- 3.3 Reserved
- 3.4 Work scheduled for more than 10 hours a day or 50 hours a week shall have prior approval from the CH2M HILL and/or Client. Subcontractor shall provide CH2M HILL 48 hours advanced notification of their desire to work outside of the normal project hours of operation. Exceptions to this 48 hour notification requirement shall be made for special situations where work approach causes the hours of operation to run later or start earlier; examples might include concrete placing/finishing or QA/QC X-Ray of materials.
- 3.5 Shift work, outside the standard first shift operation, must be approved in advance by CH2M HILL and/or Client. Subcontractor shall provide a minimum of two-weeks of advance notice for sustained alternate shift work operations.
- 3.6 Reserved
- 3.7 Subcontractor employees, including Lower-tier Subcontractor's employees, are expected to be at their work areas by the scheduled starting time of the shift.
- 3.8 Subcontractors are to provide competent, supervision onsite **anytime** Subcontractor or lower-tier Subcontractor's employees are working on the site.
- 3.9 Delivery of subcontract materials and equipment can be made between the hours of 7:30 am and 4:30 pm on normal working days. Deliveries attempted outside of these hours shall be refused and held. This shall allow the site security forces to efficiently manage the process of transitioning workers onto and off of the site. Subcontractor may request permission for deliveries outside of these hours with 24 hour advanced notice.

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4.0 Reserved

5.0 SITE SECURITY, ACCESS AND CONTROL

- 5.1 No site security will be provided by CH2M HILL. Subcontractor is responsible for the security of their own tools, equipment, materials, etc.
- 5.2 Subcontractor shall not admit anyone onto the site, except as necessary to perform Work associated with their Subcontract, without, in each instance, first obtaining approval of CH2M HILL.
- 5.3 Subcontractor shall be notified at any time a visitor to the project site requests to see the Subcontractor. Subcontractor shall be required to escort all visitors from the Security gate to their place of work or office.
- 5.4 All visitors shall be given appropriate training/orientation before being permitted onto the actual construction work site and all visitors shall be escorted within the site by a properly trained Subcontractor supervisor.
- 5.5 CH2M HILL requires 24 hours notice of all potential Subcontractor visitors. NOTE: Delivery personnel are not covered by this notice provision.
- 5.6 Subcontractor shall be responsible for providing its visitors and guests appropriate and approved Personal Protection Equipment (PPE) as defined in Exhibit E: Health, Safety and Environment. No visitor shall be allowed onto the site, without appropriate Personal Protection Equipment.
- 5.7 Vehicular access onto the site is restricted.
- 5.8 **No personal vehicles** shall be allowed to drive onto the project site.
- 5.9 All vehicles on the project site must abide by all posted signage around the site, such as speed and stop signage.
- 5.10 All personnel in a vehicle must wear vehicle restraint/seat belts while vehicle is in motion around the site.
- 5.11 All employees operating vehicles on the site must have a valid driver's license.
- 5.12 No Subcontractor or Lower-tier Subcontractor employees shall be allowed to ride on or in beds of truck or vehicles.

6.0 Reserved

7.0 Reserved

8.0 USE OF CELL PHONES, RADIOS, I-PODS[®] AND TWO-WAY COMMUNICATIONS DEVICES

- 8.1 The use of personal cell phones on the site is prohibited. Subject to CH2M HILL's approval, designated Subcontractor supervisor(s) shall be permitted to have and use cell phones for project business purposes.
- 8.2 The use of AM-FM radios, iPods[®] or any similar devices used to play music are strictly prohibited on the site.
- 8.3 *Subcontractor shall be allowed to utilize two-way communication* devices on the site to communicate effectively and efficiently with its personnel. Subcontractor shall provide a copy of any FCC licenses for said two-way communication devices to CH2M HILL for our records.
- 8.4 Subcontractor may provide and train CH2M HILLS Security Personnel with a two-way communication device such that Security may contact them when Subcontractor has a visitor, delivery or for any other business reason. Subcontractor provides the Project Security team the two-way communication device at their own risk. CH2M HILL assumes no responsibility or liability for its use or loss.

EXHIBIT F: PROJECT WORK RULES AND SITE CONDITIONS

9.0 Reserved

10.0 USE OF ALCOHOL, TOBACCO, AND FIREARMS

- 10.1 The use of tobacco products on the site is limited to designated areas around the site. CH2M HILL reserves the right to change this policy at its sole discretion.
- 10.2 The consumption, use, sale or distribution of alcohol or controlled/illegal substances is not allowed on the project site. This includes any off site facilities, parking areas, storage areas or offices.
- 10.3 *Being under the influence of alcohol or controlled/illegal substances is prohibited on the project site.*
- 10.4 Possession and usage of a firearm, explosives, or other weapons on the site is prohibited. This includes any off site facilities, parking areas, storage areas or offices.

11.0 DISCIPLINARY ACTIONS

- 11.1 CH2M HILL reserves the right to remove and bar Subcontractor employee immediately from the site if, in CH2M HILL's sole discretion, the circumstances associated with an incident do not warrant the use of progressive discipline. CH2M HILL also reserves the right in appropriate cases to bypass or add to any of the disciplinary steps enumerated below.
- 11.2 Subcontractor employees, visitors/guests found participating in any of the following activities shall be subject to immediate removal from the site:
 - 11.2.1 Violation of Project Safety Rules that endanger personnel or property.
 - 11.2.2 Refusal to participate in the Drug Testing/Screening Program.
 - 11.2.3 The consumption, use, sale or distribution of alcoholic beverages.
- 11.3 Possession or use of a controlled/illegal substance or attempt to bring same onsite.
- 11.4 Being under the influence of alcohol or controlled/illegal substance.
- 11.5 Acts of sabotage.
- 11.6 Violation of site lockout/tag out program.
- 11.7 Possession of firearms, explosives, or other weapons onsite.
- 11.8 Threatening or intimidating a supervisor or another worker on the site.
- 11.9 Defacing or willful destruction of Client, CH2M HILL, Subcontractor, or another employee's property.
- 11.10 Acts of theft, attempted theft, or fraud against Client, CH2M HILL, Subcontractor(s) or another employee's property.
- 11.11 Fighting or attempting a willful act to cause bodily injury or property damage.
- 11.12 Failure to allow inspection of vehicles, lunchboxes, cooler, cartons, briefcases, and other such items prior to their entering or leaving the Site.
- 11.13 Immoral conduct or conduct that violates the common decency of fellow employees, Subcontractors, CH2M HILL, Client, or the community.
- 11.14 Violation of any rules listed in this document, other than those listed as activities subject to immediate discharge, and the General Safety Rules or other safety rules applicable to the Project, shall result in the following *Progressive Disciplinary Action*:
 - 11.14.1 Warning: Documented verbal warning at time of orientation.
 - 11.14.2 First Offense: Written warning.
 - 11.14.3 Second Offense: Discharge/removal from site.
- 11.15 Subcontractor employees and visitors/guest found participating in any of the following activities shall be subject to the *Progressive Discipline Action* identified in 3 above:
- 11.16 Eating outside of designated eating areas.

EXHIBIT F: PROJECT WORK RULES AND SITE CONDITIONS

- 11.17 Being in areas restricted to authorized personnel without permission.
- 11.18 Gambling of any form such as, but not limited to lotteries or pools.
- 11.19 Use of threatening, profane, or abusive language.
- 11.20 Horseplay, pranks, malicious mischief, or any other conduct affecting the rights/safety of others.
- 11.21 Neglect or carelessness in handling or use of Subcontractor, CH2M HILL, or Client property.
- 11.22 Violation of posted signs.
- 11.23 Failure to stop vehicles at Site intersections.
- 11.24 Failure to wear vehicle restraint/seat belts while onsite.
- 11.25 Loitering or being present onsite in excess of 30 minutes before or after assigned shifts without permission.
- 11.26 Disturbing or posting of literature, photographs, or other printed matter.
- 11.27 Soliciting or attempting to solicit or collect funds without prior written permission.
- 11.28 Use of another Subcontractor's, CH2M HILL's, or Client's tools, material or equipment without prior permission.
- 11.29 Sale of food or beverages onsite by any source, employee or vendor.
- 11.30 Smoking in non designated smoking areas.
- 11.31 Failure to comply with security procedures (e.g. card swipe, etc) established by CH2M HILL for entering or leaving Site.

12.0 OFFICE TRAILERS

- 12.1 No office trailers permitted on site.

13.0 Reserved

14.0 TEMPORARY CONSTRUCTION FACILITIES

- 14.1 Subcontractor shall supply adequate facilities for temporary construction aids (storage, warehousing, tool cribs, and fabrication shops) as required to perform the work associated with this Subcontract.
- 14.2 Subcontractor is responsible for the installation, maintenance, and removal of all temporary construction facilities. Temporary construction facilities shall be constructed and maintained per all applicable Federal, State, and Local building codes and ordinances.

15.0 TEMPORARY ELECTRICAL POWER

- 15.1 CH2M HILL shall supply temporary electrical power onto the site in the form of 120V A/C supply at areas identified on the Site Utilization Plan. Subcontractors and Lower-tier Subcontractors may use this power in the performance of their work.
- 15.2 Temporary wiring from these power distribution points to trailers and work areas of the Subcontractor shall be installed, maintained and removed at the expense of the Subcontractor. All temporary wiring installed by any Subcontractor shall be installed per all applicable Federal, State, and Local building codes, ordinances and regulations.
- 15.3 Electricity consumption costs, i.e. power bills, for power delivered via the CH2M HILL provided supply points, shall be paid by the Owner.
- 15.4 If electrical power is needed in remote areas of the site or in any off site facilities of the Subcontractor, and these areas are not accessible by CH2M HILL provided Electrical distribution points, Subcontractor shall provide its own form of temporary power source. All costs associated with this additional power source are to be paid by Subcontractor.

EXHIBIT F: PROJECT WORK RULES AND SITE CONDITIONS

- 15.5 Subcontractor shall be responsible for providing task lighting in their work areas adequate for the work being performed. General
- 15.6 CH2M HILL shall not be held responsible for the consequences of interruptions to the continuity of the services provided.

16.0 TEMPORARY POTABLE/NON-POTABLE WATER

- 16.1 CH2M HILL shall supply temporary potable and non-potable water onto the site at areas identified on the Site Utilization Plan. Subcontractors and Lower-tier Subcontractors may use these water sources in the performance of their work at no costs to Subcontractor.
- 16.2 Water consumption costs, i.e. water bills, for water delivered via the CH2M HILL provided supply points, shall be paid by Owner.
- 16.3 Subcontractor may connect to these water sources if required for use in their performance of their work. All costs associated with the installation, maintenance, and removal of temporary water connections shall be paid for by Subcontractor. All temporary water piping installed by any Subcontractor shall be installed per all applicable Federal, State, and Local building codes, ordinances and regulations.
- 16.4 CH2M HILL shall not be held responsible for the consequences of interruptions to the continuity of the services provided.

17.0 TEMPORARY SEWAGE CONNECTIONS

- 17.1 Not applicable.

18.0 TEMPORARY SANITARY FACILITIES

- 18.1 General Construction Subcontractor shall supply and maintain temporary sanitary facilities “porta-potties” around the site. Subcontractor may request temporary sanitary facilities specifically in their work area. If CH2M HILL agrees, CH2M HILL shall have appropriate facilities installed and maintained; else, Subcontractor employees shall be required to use them in the general locations.
- 18.2 Temporary sanitary facilities are generally for the use of all project participants.
- 18.3 Temporary sanitary facilities that shall be provided specifically in the following work areas:
- 18.4 All costs for supplying, maintaining and removing these temporary sanitary facilities from the site shall be by CH2M HILL.

19.0 TEMPORARY VOICE/DATA TELEPHONE CONNECTIONS

- 19.1 Not provided on this project site.

20.0 CONSTRUCTION WASTE CLEAN UP

- 20.1 Subcontractor is responsible for maintaining their work areas free from debris and clutter. Subcontractor shall on a daily basis police all of their work areas and shall remove all debris and waste from their work areas and ensure the work area is available for safe and efficient work to progress.
- 20.2 General Construction Subcontractor shall supply temporary construction and office waste dumpsters on the site at areas identified on the Site Utilization Plan.
- 20.3 Construction waste disposal hauling and disposal fees shall be paid by General Construction Subcontractor.
- 20.4 Subcontractor shall only place in dumpsters and trash barrels, debris that is appropriate for disposal at local construction landfills. Disposal of contaminated and unapproved debris into the dumpsters is not allowed. Disposal of contaminated waste generated on the site by Subcontractor shall be performed by Subcontractor and all costs associated with the same shall be paid by Subcontractor.
- 20.5 Subcontractor shall be responsible for placing all of its construction and office waste and debris inside of the dumpster, with no materials going over the top of the dumpster ledge or hanging out of the dumpster.

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- 20.6 Subcontractor is responsible for keeping the area around the dumpsters clear and free of trash and debris.
- 20.7 Subcontractor is responsible for the final cleaning of its work areas, lay down facilities, office areas, and temporary construction facilities. Cleanliness of Subcontractors work shall be an element of the development and close out of the Subcontractors punch list program.

21.0 Reserved

22.0 CONSTRUCTION TEMPORARY PARKING

- 22.1 Parking on site is limited and must be coordinated with CH2M HILL.

23.0 CONSTRUCTION TEMPORARY LAYDOWN AND STORAGE

- 23.1 General Construction Subcontractor shall supply and maintain a temporary lay down and storage lots at areas as coordinated with CH2M HILL.

24.0 CONSTRUCTION FIRE PROTECTION

- 24.1 Subcontractor shall provide adequate fire protection devices in their work areas to protect both property and life.
- 24.2 Fire protection devices shall be inspected on a periodic basis and evidence of inspections shall be presented to CH2M HILL on a quarterly basis, unless required more frequently by Federal, State, or Local building codes, ordinances and regulations.
- 24.3 All Subcontractor employees shall be trained in the proper use of Subcontractor supplied fire protection devices. Evidence of Subcontractor employee training shall be provided to CH2M HILL on an annual basis.

25.0 CONSTRUCTION EQUIPMENT AND TOOLS

- 25.1 Subcontractor shall provide all construction equipment and tools necessary to perform the scope of supply and services as defined in this Subcontract.
- 25.2 Subcontractor is responsible for the care, custody and control of all construction equipment and tools brought onto the site.
- 25.3 All construction equipment and tools utilized on this site must be in good working condition and fit for use and duty and must meet all requirements of Federal, State, or Local ordinances and regulations.
- 25.4 During performance of the work, Subcontractor shall implement the following measures to minimize construction equipment and tool noise, dust generation, and construction vehicle traffic impacts:
- 25.5 Exhaust silencers shall be installed and maintained on all heavy construction equipment.
- 25.6 Unnecessary idling of equipment is prohibited.
- 25.7 Only noise attenuated air compressor equipment may be used on the project site.
- 25.8 Pneumatic tools used to deliver the work shall be installed with exhaust mufflers.
- 25.9 Vehicles transporting loose or fine aggregate materials shall be covered and or watered down to minimize dust generation, as required.
- 25.10 Open storage areas containing fine or unbound materials shall be covered or watered down to minimize dust generation, as required.
- 25.11 All rolling equipment utilized on site shall have audible back-up alarms / devices installed and maintained.
- 25.12 Tracking or other means of transporting dirt, dust or debris onto roads not on the project site is to be minimized and Subcontractor shall be responsible for the prompt cleanup of any areas, roads or sidewalks contaminated by this Subcontractor with dirt, dust, or debris.
- 25.13 All equipment brought onto the site shall be inspected and tested by the Subcontractor to ensure it is fit for its intended purposes PRIOR to being put into service. Initial and periodic inspections and

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certifications of construction equipment brought onto the site by this Subcontractor that are required by Federal, State, or Local ordinances and regulations are the responsibility of this Subcontractor. Copies of all inspection reports shall be provided to CH2M HILL, immediately upon being performed.

- 25.14 Engineered lift plans shall be prepared and submitted for CH2M HILLS review for any lift/hoist Subcontractor or its lower tier Subcontractors shall make, if:
- 25.15 Multiple pieces of equipment shall be used to make a single lift, i.e. multi-crane pick.
- 25.16 When a component being lifted puts the lift configuration, (crane capacity, lifting radius, and weight being lifted) into eighty five percent (85%) of the equipment lifting chart for said piece of equipment.
- 25.17 Wire ropes, nylon slings, chains, or other lifting devices, i.e. shackles, hooks, etc., shall be inspected by the Subcontractor on a periodic basis and prior to any lift. Copy of periodic inspection reports and test certifications shall be provided to CH2M HILL immediately upon completion of the tests. Wire ropes, slings or devices found to not meet the requirements of the manufacturer for safe usage, shall be immediately taken out of service and either destroyed or removed from the project site.
- 25.18 Safety protective devices on construction equipment and tools shall NOT be removed, overridden or disengaged at any time while equipment or tools are in use on the project site. If a safety protection device is removed or disengaged the piece of equipment shall be immediately tagged as inoperable until the equipment or tool safety device is repaired or re-engaged for use.
- 25.19 Operators of construction equipment and tools on the project site must be properly trained in the use of the equipment they are operating. If Federal, State, or Local ordinances and regulations require certification or testing of construction equipment or tool operators, Subcontractor shall ensure that said operator testing and/or certifications are obtained. CH2M HILL reserves the right to requests copies of any certification or training documentation for Subcontractors equipment or tool operator's employees.
- 25.20 Subcontractor's operators on any piece of construction equipment, tool or vehicle must be in control of said equipment, tool or vehicle when in operation, moving, under load or when idling. Construction operators may not leave the seat of a piece of equipment when in operation, under load or when idling.

26.0 SITE MATERIAL CONTROL

- 26.1 The Subcontractor shall submit to CH2MHILL the Warehousing and Material Control Procedures to be utilized for the management of the Materials and Equipment to be procured, received, stored and installed into the facilities during the execution of the Work. These procedures are subject to meeting the minimum requirements this Exhibit as well as the review and acceptance by CH2MHILL. Subcontractor's Warehousing and Material Control Procedure shall at minimum meet the most stringent requirement as determined by the CH2MHILL.
- 26.2 The Subcontractor's procedures shall distinguish between the Material Control methods to be used in the handling of materials and equipment supplied at no cost to Subcontractor by the CH2MHILL and the materials and equipment required to be supplied by Subcontractor. Consumable items required for the execution of the work by Subcontractor are also the sole responsibility of Subcontractor..
- 26.3 Storage and staging areas are limited and the protection and security of the Subcontractor's materials and equipment shall be Subcontractor's responsibility. Care custody and control of materials and equipment passes to Subcontractor at the time the Materials and Equipment is offloaded and received by Subcontractor and Subcontractor shall retain care custody and control until Mechanical Completion has been accomplished and the CH2M HILL commences with commissioning and startup of the plant.
- 26.4 Management, security, overall protection and preventative maintenance of the materials and equipment turned over to Subcontractor and under its care, custody, and control shall be the responsibility of the Subcontractor until the Work has been accepted by the Client.
- 26.5 Subcontractor shall ensure that the project materials and equipment are stored correctly, protected, and, where specified maintained in accordance with manufacturers recommendations and are available for installation at the appropriate time.

EXHIBIT F: PROJECT WORK RULES AND SITE CONDITIONS

END OF EXHIBIT F: PROJECT WORK RULES AND SITE CONDITIONS