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|  | | <h1>Subcontractor Work Order</h1> | |
| Moffat Construction 519 West State Street #202 Pleasant Grove, UT 84602 801.769.0745 Utah License: 6749785-5501 Moffat Construction Job No. Date: | | Subcontractor: | |
| Project: | | Contract No. | |
| Address | | MAS Ref. No. | |
| City, State, Zip | | TIN: W9 on File: | |
| Schedule Start: | | Liability Ins. Expire Date: | |
| Schedule End: | | WCI Expire Date: | |
| Owner: | | Utah License No / Qualifiers | |
| Project MGR: | Greg Moffat 801.851.0606 G60moffat@gmail.com | | |
| General Description of Work: | | | |

The terms and conditions of the Master Subcontract Agreement (MSA) on file and between Contractor and Subcontractor shall govern this Work Order and are fully incorporated herein by reference.

The "Contractor" per the MSA is Moffat Construction, Inc., located at 519 W State Street, #202, Pleasant Grove, UT 84062. Subcontractor shall perform the work required by this Subcontract Work Order in accordance with the following:

1. Basic Information

A. Contract Amount:

B. Addenda: _____ through and including _____

C. Subcontractor's monthly billing is to be received by Contractor by the 15th of the month.

D. Retainage: 5 % of Subcontractor's approved monthly billing.

E. Liability insurance minimum limits (See Paragraph 3C of MSA). Subcontractor shall list the Owner and Moffat Construction, Inc. as additional insureds.

| | OFFSITE By Sub | ONSITE By OCIP |
|--|-------------------|---------------------|
| Commercial Liability | | |
| a. General Aggregate | \$ _____ | \$ OCIP (_____) |
| b. Products-Completed Operations Aggregate | \$ _____ | \$ OCIP (_____) |
| c. Each Occurrence | \$ _____ | \$ OCIP (_____) |
| Automobile Liability (Combined Single Limit) | \$ _____ | \$ By Sub (_____) |
| Excess Liability | \$ _____ | \$ OCIP (_____) |

Initial: _____ DATE: _____ Initial: _____ DATE: _____

F. Payment and performance bonds are (check one)

Required (See Paragraph 8A of MSA) An acceptable form of Performance and Payment Bonds shall be used. Bonds shall be from surety companies which are authorized to do business in the State of Utah, listed in the U.S. Department of Treasury circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, and acting within the limitation listed therein. In addition, the surety company must have a minimum rating by A.M. Best of A-VII, or better.

Not Required (Paragraph 8A of MSA does not apply to this Agreement).

G. Guarantor(s) are (check one):

Required (See Paragraph 8B of MSA). Guarantors shall be: _____

Not Required (Paragraph 8B of MSA does not apply to this Work Order)

H. Certified payrolls from Subcontractor are (check one): Required Not Required

Monthly payroll reports (labor reports by classification for OCIP documentation) are required with each draw request.

I. Shop Drawings, etc. (check applicable):

Complete shop drawings, catalog cuts, samples, etc. shall be submitted in 3 copies, plus 1 reproducible copy, of shop drawings to william@moffatcompany.com

Submit O & M manuals prior to submitting an invoice (application) for payment greater than 50% of the Contract.

As-built drawings must be approved prior to payment of more than 75% of Contract Amount.

Warranty / Guarantee / Training manuals must be submitted/ completed prior to release of 90% of the Contract Amount.

Not required.

J. Drawings and specifications applicable hereto are (check one):

Listed in the Subcontract Documents

Listed in Exhibit attached hereto

K. Clean-up and trash removal

Subcontractor is responsible for regular and prompt clean-up and sweep of all debris and rubbish occasioned by its work. Subcontractor shall transport all such debris and rubbish to (check one):

An off-site disposal site selected and paid for by Subcontractor.

Contractor's on-site dumpster. Subcontractor shall pay its pro rata share of the costs of the dumpster and dump fees.

Contractor's on-site dumpster. Contractor shall pay the costs of the dumpster and dump fees. In addition, Contractor may periodically organize a general project clean-up. If Subcontractor is then working on site, Subcontractor shall provide its pro rata share of labor to assist in said clean-up.

Initial: _____ DATE: _____

Initial: _____ DATE: _____

2. Specific Scope of Work

Provide all supplies, material and labor required by and in accordance with this SWO to be consistent and in accordance with the plans, as prepared by Iridium Architecture, which include the Drawings entitled Payson Court Apartments, dated 12-21-2021, and Technical Specifications entitled Payson Court Apartments, dated 12-21-2021. In particular, the Subcontractor shall perform its work as outlined in the following specification sections and scope of work.

A. Definitions:

Provide is inclusive to furnish, fabricate, receive, unload, store, install, erect, etc. such that the material or system is complete and operational and is in its permanent location ready to be accepted and used by the owner.

Finish is inclusive to coordinate, furnish, fabricate, tax, and deliver F.O.B. jobsite such that the material or system is complete.

Install is inclusive to coordinate, receive, unload, convey, transport, tax, on site, store, hoist, install, erect, prepare substrate, protect, start-up, clean, etc., such that the material or system is complete and operations and in its permanent location ready to be accepted and used by the Owner.

B. Subcontractor's general scope of work includes, but is not limited to the following items:

1. Time is of the essence. Subcontractor shall be responsible for damages due to schedule delays attributable to the Subcontractor. At the time of substantial completion, the Owner and the Contractor will agree on how much time will be allowed for the contractor to complete the punch list and other remaining work. If the Contractor exceeds the time allowed, liquidated damages will continue at one third (1/3) of the original liquidated damages or \$167 per calendar day.
2. Subcontractor's complete submittals must be received by Moffat Construction within 4 weeks of receiving this contract. Submittals received after that time will be subject to Contractor imposed liquidated damages in this amount of \$100 per day.
3. Subcontractor shall verify dimensions as shown on the Drawings and field measure as required to insure proper fit and installation of its work. Subcontractor shall be responsible for all coring, cutting, patching, sealing, caulking, and finishing necessary to complete its work.
4. Subcontractor shall be aware that Owner is expecting the finished project to be the specified quality in appearance, workmanship, durability, and other such considerations. Subcontractor shall provide such measures as to obtain the specified level of quality by providing qualified trained workers, adequate management to supervise the work and a quality control program to achieve the specified level of quality required for the Subcontractors' scope of work. Subcontractor is required to maintain and protect finished work until final acceptance by Owner
5. Provide the proper coordination of this work with other trades on the project to avoid any conflicts between other building systems. Coordination and sequencing of Subcontractor's work to be coordinated with the contractor and other subcontractors on site via weekly meetings and daily work planning to disseminate information and develop solutions to enhance the overall project.
6. Storage, lay-down, and delivery areas at the site are limited. Schedule and coordinate deliveries of all materials with Contractor to minimize complications and delays at the site. Provide scheduling information to the Contractor indicating the commencement, sequence, deliver of materials and completion of work subject to approval by Contractor.
7. Subcontractor to participate in providing a safe place to work which includes daily clean-up of his materials, work area(s) and staging area(s). Subcontractor to provide daily removal of trash. Subcontractor to maintain an orderly, safe, and effective work area free of trip hazards and debris.

Initial: _____ DATE: _____

Initial: _____ DATE: _____

8. This Subcontractor shall unload, distribute, store, protect, inventory, inspect for condition and completeness and accuracy and account for all material delivered to them from suppliers until the material is installed. Materials shall be procured enough in advance to prevent a delay to the work and the project schedule.
9. The Subcontractor shall complete all punch list items prior to release of payment greater than 94% of the Contract Amount. Subcontractor to promptly correct identified deficiencies in their work. Subcontractors work items identified in the Substantial Completion Certificate not completed prior to the date identified in the Certificate are subject to liquidated damages in the amount of \$500 per day until complete and accepted.
10. The Subcontractor shall provide the needed workforce, equipment, tools, and materials to install the work per the project schedule. Subcontractor to coordinate with the Contractor in an increase to the work force, shift work, or weekend work is needed to meet the project schedule.
11. Provide all insurances and licenses as required to complete this scope of work. Cost of permits and fees will be paid by owners.
12. Provide MSDS (only for materials that will be on site), written safety plan, annual crane inspection and daily crane log documentation, and operation manuals, etc. prior to commencing work on the project (if applicable.)
13. Subcontractor shall submit the required Close-Out Documents as defined by the General Conditions and Specifications including warranties and O & M manuals for review prior to payment greater than 50% of the Contract Amount.
14. Subcontractor's Close-out documents must be approved, and attic stock, spare parts and tools must be supplied prior to the payment of more than 85% of the Contract Amount.
15. As-Built drawings shall be updated monthly and subject to review prior to release of progress payment for preceding month, as applicable.
16. Record drawings and as-built drawings must be submitted prior to payment of more than 94% of the Contract Amount. One set of black line on white prints will be required for this work scope. Final payment will be withheld until record drawings are received and approved.
17. Subcontract shall responsibly and fully direct the work including scheduling and ordering of all materials, receiving, inventory, storage of materials, submittals, and shop drawings
18. Provide protection of finishes already in place. Subcontractor shall repair, at its own expense, all damage incurred during the performance of this work.
19. After installation of its systems, Subcontractor shall thoroughly clean all foreign paint, grease, oil, dirt, labels, stickers, etc. from all surfaces. Remove all rubbish, debris, and other accumulation from its operation from the site. Post construction monitoring to be \$30.00 per month for the project [JP 01-10-22 AAA Fire].
20. Per the Supplementary General Conditions in the specifications, overhead and profit shall be limited to 10 percent of the net increase above \$10,000 and 12 percent of the net increase below \$10,000 of a change order or construction change directive on cost of material and labor. Overhead and profit on pass-thru costs from subcontractors shall be limited to 5 percent.

C. Specific/work Requirements:

The following items will be provided by others:

Initial: _____ DATE: _____

Initial: _____ DATE: _____

D. The Subcontractor shall comply with the following conditions:

1. Subcontractor and its employees shall comply with the substance abuse policy established for the project and administered by the third-party administrator. Subcontractor shall arrange for its employees to submit to a pre-admittance drug screen within 30 days prior to beginning work on the project, regardless of any previous drug screens that the subcontractor's employees may have been subjected to in accordance with the drug screening procedure.
2. During construction, maintain a redline set of contract drawings and shop drawings in clean, in undamaged condition, with mark-up of actual installations which vary substantially from the work originally shown.

3. Additional Contract Provisions

- A. Notwithstanding anything in Paragraph 3E of the Master Subcontract Agreement or elsewhere in the Subcontract documents to the contrary, the extent Utah law governs, when an indemnification provision in a construction contract between the Owner and Contractor is included, in any action for damages arising out of bodily injury to a person, damage to property, or economic loss where such damages are caused by or result from the fault of the indemnified person, others, or their agent or employees, the fault of the Owner shall be apportioned among the construction manager, if any, Contractor, Subcontractor, sub-subcontractors and suppliers based on the proportional share of the fault of each of such parties if (a) the damages are caused in part by the Owner, and (b) the cause of such damages did not arise at a time and during the phase of the project when the Owner was operating as a construction manager, general contractor, subcontractor, and supplier. To the extent Utah law governs. No covenant, promise, agreement or understanding in connection with, or collateral to, the Subcontract Documents shall be construed to require Subcontractor to indemnify any indemnified party to the extent such indemnification is prohibited under Utah Code Ann. §13-8-1, as amended.
- B. The Subcontractor shall provide a competent, English-proficient foreman to be always present on-site when work is being done by any of the subcontractor's employees to facilitate communication between the subcontractor's work force, the general contractor, and others on site and to otherwise promote safe and efficient business operations. For purposes of this contract "Competent, English-proficient supervisor or foreman" shall mean a person with authority to direct the work of the subcontractor's employees and who is able to communicate effectively in English about the scope of work covered in this contract and, if necessary, can establish such competency by passing the appropriate industry competency test as administered by the National Occupational Competency Testing Institute or other comparably credentialed agency. This clause shall not be deemed to mandate or otherwise encourage adoption or enforcement of an English-only rule in violation of Title VII of the Civil Rights Act of 1964, EEOC Guidelines on Discrimination Because of National Origin (29CFR 1601.7), or any other applicable law.

Initial: _____ DATE: _____

Initial: _____ DATE: _____

- C. Irrespective of OSHA regulations governing specific fall protection requirements for Subcontractor's work, Subcontractor shall provide a positive means of fall protection (guardrail system, safety net system, personal fall arrest system) in accordance with OSHA regulations, whenever employees are exposed to a fall which is six (6) feet or more above a lower level. All scaffolds shall have a horizontal rail at least forty-two (42) inches above the working deck and a horizontal mid rail installed at a height approximately midway between the top edge of the top rail and the scaffold platform. No animals shall be allowed on the jobsite. No minors under the age of sixteen (16) shall be allowed on the jobsite, which includes offices, office trailers and the like or in vehicles. Whenever welding operations are required to be performed, only welding hoods designed to be attached to hardhats shall be worn.

4. Contract Amount:

Billing to be submitted by Subcontractor to Moffat, utilizing the specifications and line-item designations set forth in contractor's bid schedule attached as the Exhibit.

| Moffat Construction, Inc - Contractor | | Subcontractor | |
|---------------------------------------|------|-------------------|------|
| Signature / Title | Date | Signature / Title | Date |
| | | | |
| | | Printed Name | |

