

Subcontract Agreement

Subcontract No.: _____

Date: _____

Contact Person: _____

This Subcontract between The Boldt Company, also known as, Oscar J. Boldt Construction Co., a Wisconsin Corporation (“Boldt”), and _____ (“Subcontractor”) is entered into as of the date first written above (the “Subcontract”). The Subcontract is issued in connection with Boldt’s obligations as the general contractor or construction manager for: _____ (the “Project”) pursuant to the contract (“General Contract”) between Boldt and _____ (“Owner”), and in accordance with Drawings and Specifications identified in Section 1 below. The Architect is the person or entity retained to prepare the Drawings and Specifications.

WITNESSETH: Boldt and Subcontractor, in consideration of the mutual promises in this Subcontract agree as follows:

Section 1. SUBCONTRACTOR’S SCOPE OF WORK (“Subcontractor’s Work”). Subcontractor agrees to furnish and pay for all management, supervision, financing, labor, construction facilities, materials, tools, supplies, equipment and services required to perform the work, including any incidental engineering and/or testing, necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the following part or parts of the work as set forth in the General Contract and all incidental work necessary to complete the Subcontractor’s Work for its intended purpose, as follows:

See attached Subcontractor’s Work Exhibit.

Section 2. SUBCONTRACT AMOUNT (“Subcontract Amount”). In consideration of the faithful performance of the covenants, agreements and conditions of this Subcontract, to the full satisfaction and acceptance of Owner, Architect and Boldt, Boldt agrees to pay, or cause to be paid, to Subcontractor the following Subcontract Amount in accordance with the terms, conditions, provisions and requirements of this Subcontract:

Please reference this accounting breakdown for billing purposes.

DESCRIPTION	ACCOUNTING CODE	AMOUNT
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Section 3. PROJECT SPECIFIC PROVISIONS: (if any)

See attached Project Specific Provisions Exhibit.

Project address:

Section 4. SUBCONTRACT DOCUMENTS. The Subcontract Documents consist of this Subcontract, the Exhibits set forth in Section 28, the General Contract (including the General, Supplementary and other Conditions and Exhibits to the General Contract), the Drawings, Specifications and all Addenda identified in Section 1, and all Modifications issued after the date of this Subcontract (“Subcontract Documents”). All of these documents are a part of this Subcontract and shall be available for inspection by the Subcontractor upon its request. Subcontractor shall be bound to Boldt by the terms of this Subcontract and by the terms of

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the General Contract, insofar as applicable to the Subcontractor's Work. Subcontractor shall be obligated to Boldt to perform Subcontractor's Work, as defined above, in strict accordance with all of the obligations and responsibilities that Boldt, by the General Contract, assumes toward Owner. If any provision of the General Contract between Owner and Boldt is inconsistent with any provision of this Subcontract, this Subcontract shall govern. The Subcontract Documents do not include the instructions to bidders, any request for proposal or quotation, or Subcontractor's estimate, proposal or bid unless these documents are expressly identified in the Subcontract as Subcontract Documents.

Section 5. INVESTIGATION. Subcontractor will conduct a reasonable inspection, investigation and research of the conditions and circumstances affecting the performance of Subcontractor's Work and does not unreasonably rely upon any statement or representation by Boldt, Owner or Architect regarding the Subcontractor's Work or impacting Subcontractor's ability to perform Subcontractor's Work.

Section 6. PROGRESS PAYMENTS.

- a. Subcontractor shall follow the procedure in this Section 6, for submitting its Applications for Payment unless a different procedure is specified by the Owner. Prior to, or in conjunction with, submitting its first monthly Application for Payment, Subcontractor shall submit, for Boldt's approval, a pay request breakdown form ("Schedule of Values") listing the major elements of the Subcontractor's Work and the dollar value of each element. This form shall be completed by Subcontractor each month to show the proportionate amount of each element completed to date and shall be attached to a completed copy of the Application for Payment form attached to the Subcontract as Exhibit A. Payments made to Subcontractor in any month without this form being submitted shall not be a waiver of Boldt's right to demand such form prior to Boldt's approval of any subsequent Applications for Payment.
- b. Prior to, or in conjunction, with submitting its first monthly Application for Payment, Subcontractor shall, by affidavit, submit a full and complete list of all of its proposed sub-subcontractors and suppliers, showing the work and materials to be provided by each and the dollar amount of each proposed sub-subcontract and/or purchase order (Exhibit F). The sub-subcontractors and suppliers must be approved by Boldt. A sub-subcontractor or supplier may not be changed without the advance written approval of Boldt. For purposes of this Subsection 6.b., sub-subcontractors and suppliers are considered material if the proposed subcontract and/or purchase order exceeds Five Thousand Dollars (\$5,000.00). Such material sub-subcontractors and suppliers must be approved by Boldt, which approval shall not be unreasonably withheld, conditioned or delayed. A material sub-subcontractor or supplier may not be changed without the advance written approval of Boldt, which approval shall not be unreasonably withheld, conditioned or delayed.
- c. Unless a different procedure is required for this Project, Subcontractor's Application for Payment shall be submitted to Boldt a sufficient number of days prior to the date that Boldt's application for payment is due to the Owner to allow Boldt to make timely application for payment to the Owner. In the event Subcontractor fails to submit its Application for Payment in a timely manner, Subcontractor's Application for Payment shall not be processed for payment until the next payment period after Subcontractor submits an Application for Payment. Boldt shall indicate in the Subcontract when the Application for Payment is due to Boldt.
- d. Unless a different percentage is required by applicable law, set forth within Section 3, Project Specific Provisions, or the General Contract, Boldt shall retain ten percent (10%) of the gross amount of each monthly Application for Payment or ten percent (10%) of the portion approved for payment, whichever is less. Retainage will be released as provided in the General Contract.
- e. Unless provided otherwise by applicable law and provided that Subcontractor has submitted its properly completed Application for Payment in a timely manner and that Application for Payment has been approved by Owner and Architect, Boldt shall issue payment to Subcontractor within ten (10) calendar days of Boldt's receipt of payment from Owner that includes payment for Subcontractor's Application for Payment.

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- f. Monthly progress payments to Subcontractor shall in no way imply approval of Subcontractor's Work or constitute a waiver of any other rights of Boldt or Owner.
- g. Each Application for Payment shall be accompanied by: (i) an invoice (ii) an affidavit showing that all of Subcontractor's materials, labor and other bills have been paid; (iii) an appropriate waiver of lien in the amount of Subcontractor's pending Application for Payment; and (iv) such other documents as may be required by Owner, Architect, the General Contract or requested by Boldt. The affidavit and waiver shall be on Exhibit B, unless Owner requires a different form. Boldt shall not be required to pay any Application for Payment of Subcontractor until these documents are furnished by Subcontractor. Boldt reserves the right to demand and receive similar affidavits and waivers of lien from Subcontractor's sub-subcontractors and suppliers as a condition precedent to payment being due Subcontractor.
- h. Boldt may, at Boldt's sole option, make direct or joint check payments to Subcontractor and its material suppliers and/or sub-subcontractors and/or for any labor costs. Endorsement of a direct or joint check shall constitute a lien waiver and/or waiver of bond rights by the payee(s) of such check up to the full amount of the check.
- i. Advance payment up to the full Subcontract Amount may be made by Boldt if, in the opinion of Boldt in its sole discretion, such advance is considered proper to aid Subcontractor in the performance of this Subcontract.
- j. Subject to approval by the Owner, Applications for Payment may include materials and equipment not yet incorporated in the Project, but delivered to and suitably stored on or off the Project site. Approval of payment applications for such stored items on or off the Project site shall be conditioned upon submission by the Subcontractor of bills of sale and required insurance or such other procedures satisfactory to the Owner and Boldt to establish the Owner's title to such materials and equipment, or otherwise to protect the Owner's and Boldt's interest including transportation to the Project.
- k. Unless provided otherwise by applicable law, the provisions of the Subcontract stating the time and amount of progress and final payments are subject to the condition that Boldt shall receive from Owner progress or final payments in at least the amounts payable to Subcontractor on account of Subcontractor's Work completed on the Project; otherwise, the time when such payments shall be due Subcontractor shall be postponed until Boldt has received the same from Owner. If Owner withholds payment in whole or in part as a result of Subcontractor's Work that is defective or rejected, or other bona fide dispute, Subcontractor shall not be entitled to payment of such withheld amounts until the claim is resolved. Subcontractor agrees that the liability of the surety on Boldt's payment bond, if any, for payment to Subcontractor, is subject to the same conditions precedent as are applicable to Boldt's liability to Subcontractor.
- l. If the Subcontract Amount is based upon a time and material or cost reimbursable basis, Subcontractor will be reimbursed for costs in accordance with the Cost of the Work as defined in the General Contract. Any request for reimbursement must be submitted within the time limits as set forth in the General Contract or within three (3) months of when the cost is incurred, whichever is shorter. Any request for reimbursement received after this time are waived. Boldt or the Owner may request an audit of the labor rates, material, equipment rental and other costs associated with the Subcontractor's Work and Subcontractor shall provide copies of this information to Boldt upon request. Each payment previously made shall be subject to reduction to the extent amounts on preceding vouchers are found by Boldt or its authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Subcontractor shall retain its cost and Project records, including all electronic records, for the period of time required by the General Contract or three (3) years, whichever is longer and shall make such records available to Boldt upon reasonable notice.

Section 7. FINAL PAYMENT. Subject to Sections 8 and 20 and unless provided otherwise by applicable law or the General Contract, Boldt shall issue final payment to Subcontractor within ten (10) calendar days after Boldt's receipt of final payment from the Owner for Subcontractor's Work provided that the Subcontractor's Work is complete, including all punch list work, and accepted by Owner and Architect ("Final Completion"). As a condition of final payment, Subcontractor shall have furnished Boldt with a properly executed Final Release and Waiver of Liens (Exhibit C) and Subcontractor's Warranty of Construction (Exhibit

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D) and any other project closeout documents required by this Subcontract, the General Contract and/or the Owner, Architect or any public authority. Subcontractor's acceptance of final payment shall constitute a full and final waiver of any and all claims by Subcontractor against Boldt, Owner and the Project arising out of the Subcontractor's Work or otherwise related to the Project except for outstanding change orders and claims submitted in writing by Subcontractor that are unresolved at the time of final payment. This waiver may not be modified by any restrictive endorsement, writing or other action or course of conduct of Subcontractor or Boldt but can only be modified by an express written amendment signed by both Boldt and Subcontractor.

Section 8. DRAWINGS, SUBMITTALS AND DAILY REPORTS.

- a. Subcontractor shall carefully examine the specification requirements for information to be submitted for review such as shop drawings, data, schedules and samples (the "Submittals"). If required by Boldt, the Owner, the Architect or the General Contract, all Submittals shall be submitted electronically. Subcontractor shall submit such Submittals at its own expense and in such form as required by the Subcontract Documents in sufficient time to prevent any delay in the review of the Submittals or in the delivery and installation of any equipment or materials described in those Submittals. Subcontractor shall reimburse Boldt for all reasonable costs incurred by Boldt because of Subcontractor's failure to submit accurate and timely Submittals. Where a Submittal is required by the Subcontract Documents, and if any related work is performed by Subcontractor prior to Architect's review and acknowledgement that the Subcontractor's Work covered by the Submittal can proceed, will be at the sole risk, expense and responsibility of Subcontractor. If "in-place" or "as-built" drawings are required by the Subcontract Documents, these shall be prepared and submitted to Boldt before final payment is requested. Neither the delivery of the Submittals to Boldt nor Boldt's review of such Submittals shall constitute approval of any substitutions or alternates; it being understood that any such alternates or substitutions are only permitted with the express written consent of Owner and/or the Architect as provided by the General Contract and/or any procedures or requirements established by the Owner and/or the Architect. The Subcontractor shall not be relieved of the responsibility for errors or omissions in Submittals by Boldt's approval thereof.
- b. Unless waived in writing by Boldt, Subcontractor shall complete and submit to Boldt on a daily basis, a report of Subcontractor's Work for the preceding day, on the form attached to the Subcontract as Exhibit E.

Section 9. COMMENCEMENT, COMPLETION OF SUBCONTRACTOR'S WORK AND SUBCONTRACT TIME EXTENSIONS.

- a. Time is of the essence of this Subcontract. Subcontractor agrees to supply materials, labor and equipment as necessary to commence Subcontractor's Work when directed by Boldt. Subcontractor shall diligently pursue the completion of Subcontractor's Work and coordinate Subcontractor's Work with the work being done on the Project by Boldt and other trades so that Subcontractor's Work and the work of others shall not be delayed or impaired by any act or omission of Subcontractor. Boldt shall determine the time, sequence and order in which the various portions of the work shall be installed and the priority of Subcontractor's Work and the work of other subcontractors and all matters representing the timely and orderly conduct of the Subcontractor's Work on the Project. Subcontractor acknowledges and understands that Subcontractor does not control the order, sequence or timing of the various portions of the Subcontractor's Work and Subcontractor waives any claim that the actual order, sequence or timing of the Subcontractor's Work was changed during the progress of the Project or is different than what the Subcontractor assumed or was told prior to commencement of the Subcontractor's Work. Boldt shall prepare a coordinated progress schedule (the "Schedule"), with input from the Subcontractor, for the benefit of Boldt and all subcontractors, including Subcontractor. Subcontractor shall promptly provide Boldt with such scheduling information as Boldt may request, including but not limited to weekly planned and actual expended man hours and installed units, provided however that nothing in this Subcontract shall imply that Subcontractor has any control over or right to approve the Schedule. Subcontractor agrees to perform the Subcontractor's Work in accordance with such Schedule (the "Subcontract Time"), as may be modified by Boldt as work progresses. Subcontractor will be required to participate in the weekly production meeting during any phase of the Project that involves or is impacted by Subcontractor's Work. Subcontractor's representatives attending the production meetings will

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have the authority and ability to make binding commitments regarding the timing of the performance of Subcontractor's Work.

- b. Should Subcontractor be obstructed or delayed in the prosecution or completion of Subcontractor's Work as a result of unforeseeable causes beyond the control of Subcontractor, including but not limited to acts of God or of the public enemy, acts of the government, fires, floods, epidemics, quarantine regulation, strikes or lockouts (not involving Subcontractor's employees or the employees of its sub-subcontractors or suppliers), and not due to Subcontractor's fault or neglect in whole or in part, Subcontractor shall notify Boldt in writing at least two (2) days before the deadline set within the General Contract for Boldt to give notice of the delay to the Owner, stating the cause or causes of the delay. If such notice is not given, Subcontractor shall be deemed to have waived any right that Subcontractor may have had to an extension of the Subcontract Time and, if permitted, additional compensation on account of such delay. Boldt will transmit Subcontractor's request to Owner or Owner's representative for an extension of time stating the cause of delay asserted by Subcontractor. Subcontractor shall only be entitled to such extensions of the Subcontract Time for completing the Subcontractor's Work as Owner or Owner's representative may grant, because of such unforeseeable cause. The decision of Owner or its representatives on Subcontractor's request for an extension of the Subcontract Time shall be final and conclusive upon Subcontractor, subject to the provisions of Section 19. If Boldt is not entitled under the General Contract to additional compensation as a result of a delay, then Subcontractor shall have no right to, and waives any claim for, additional compensation as a result of such delay.
- c. Except as expressly provided in this Section 9, Subcontractor shall not be entitled to any increase in the Subcontract Amount or any other monetary payment, reimbursement, or compensation over and above the Subcontract Amount for any delay for any reason, including but not limited to a delay in the commencement, prosecution, or completion of the Subcontractor's Work or for any interference, hindrance, or obstruction in the performance of the Subcontractor's Work. Subcontractor understands that this includes, but is not limited to claims for costs associated with overtime costs, loss of productivity, inefficiency, lost past or future profits, acceleration costs, consequential damages, lost opportunity costs, impact damages, or other similar claims for compensation, which arise out of or are caused by any delay in the progress of the Project or in the performance of the Subcontractor's Work from any cause or as a result of any extensions of the Subcontract Time, whether or not such delays are foreseeable.
- d. No interruption, cessation, postponement or delay in the commencement of the work in general or the Subcontractor's Work in particular or in the progress or sequence of either the work in general or Subcontractor's Work in particular, from any cause whatsoever, shall relieve Subcontractor of its duty to perform the Subcontractor's Work or give rise to any right to any claim for any loss, costs, damages, expenses or additional compensation by Subcontractor, except to the extent that any such loss, costs, damages, expenses or additional compensation is paid to Boldt by Owner for the account of Subcontractor as a result of such event. In any event, Subcontractor shall diligently proceed with the Subcontractor's Work as directed by Boldt.
- e. If the Subcontractor's Work includes installation of materials or equipment furnished by others, Subcontractor is responsible for exercising proper care in receiving, handling, storing, and installing such items. Subcontractor shall examine the items provided and report to Boldt any items that do not conform to the Subcontractor's Work. Subcontractor shall not proceed with installation of the nonconforming items without further instructions from Boldt.
- f. If the General Contract includes a provision that liquidated damages can be assessed by Owner, Subcontractor shall be liable for such portion of the liquidated damages assessed that arise from the act or omission of Subcontractor or any sub-subcontractor or supplier of Subcontractor.
- g. Should the Owner suspend the General Contract or any part of the work which includes the Subcontractor's Work, Boldt shall notify the Subcontractor in writing and upon receiving notification, the Subcontractor shall immediately suspend the Subcontractor's Work. In the event of Owner suspension, Boldt's liability to the Subcontractor shall be limited to the extent of Boldt's recovery on the Subcontractor's behalf under the Subcontract Documents. If Boldt agrees with

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Subcontractor's position, Boldt will cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of Owner's suspension of the Project.

Section 10. CHANGES IN THE SUBCONTRACTOR'S WORK.

- a. Boldt shall have the right at any time during the progress of the work to change (increase or decrease) the Subcontractor's Work through a revision to the Subcontract ("Subcontract Revision"). Promptly after being notified of a proposed change by Boldt, Subcontractor shall submit an itemized estimate of any cost increases or savings Subcontractor foresees as a result of the proposed change. The failure to promptly provide such an estimate shall be deemed a waiver by Subcontractor of any claim for additional compensation associated with the proposed change in the Subcontractor's Work. If the proposed change decreases the Subcontractor's Work and the Subcontractor fails to submit an estimate, Boldt may prepare an estimate of the savings anticipated due to the change, which shall be binding on the Subcontractor. The parties expressly agree that, except in an emergency endangering life or property, no addition or change to the Subcontractor's Work shall be made except upon a Subcontract Revision or written order of Boldt. Boldt shall not be liable to Subcontractor for any extra labor, materials or equipment furnished without a Subcontract Revision or such written order. In the event of an emergency, the adjustment to the Subcontract Amount shall be determined in accordance with Subsection 10.d. below. No officer, employee or agent of Boldt is authorized to direct any change to Subcontractor's Work by verbal order.
- b. If Subcontractor believes that Subcontractor has been requested to perform work that is not included in Subcontractor's Work, Subcontractor shall give written notice to Boldt. This notice shall specifically identify the work that Subcontractor claims is not included in the Subcontractor's Work. This notice must be given prior to performing the work and not more than seven (7) calendar days after Subcontractor first determines that the work is not included in Subcontractor's Work. Boldt shall review the Subcontractor's notice and if Boldt agrees with the position of the Subcontractor, Boldt will issue written notice to Subcontractor and Subcontractor shall then provide an itemized estimate of any cost increases or savings Subcontractor foresees as a result of the change within a reasonable amount of time from the date of Boldt's notice so as to not delay the progress of the Project. Upon approval of the estimate by Boldt in writing, Subcontractor shall proceed with the changed work. The failure to provide such an estimate shall be deemed a waiver by Subcontractor of any claim for additional compensation associated with the proposed change in the Subcontractor's Work.
- c. Nothing in this Subcontract shall excuse Subcontractor from proceeding promptly with the prosecution of Subcontractor's Work (including any extra or changed work) as ordered in writing by Boldt and failure to do so shall constitute a breach of this Subcontract. Subcontractor shall promptly perform changes ordered in writing by Boldt even if the parties have not agreed on the amount of the adjustment to the Subcontract Amount as a result of such change.
- d. The Subcontract Amount shall be adjusted in the amount established by mutual agreement of Boldt and Subcontractor. In the event that Boldt and Subcontractor are unable to agree on the proper adjustment to the Subcontract Amount for a change, Subcontractor shall promptly perform said change, and the Subcontract Amount shall be adjusted as follows:
 1. For changes initiated by Owner, Architect or their representative, the Subcontract Amount shall be adjusted only in the amount approved by Owner for the change less the amount of Boldt's markup on said work. In no event shall Boldt be liable to Subcontractor for an amount greater than the amount received by Boldt from Owner for such change, less the amount of Boldt's markup on said work and nothing in the Subcontract Documents shall be construed in any way to reach any different determination. If Boldt agrees with Subcontractor's position, Boldt will cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any Subcontractor claim for insufficient payment by Owner of such change.
 2. For changes initiated by Boldt and not pursuant to a change by Owner or Architect, the Subcontract Amount shall be adjusted only by the amount of the increase or decrease of Subcontractor's direct labor and actual equipment, material and subcontract costs plus reasonable markup for overhead and profit as set forth in the

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Subcontract Documents. If a markup for overhead and profit is not set forth in the Subcontract Documents, the amount of the markup will not exceed the amount specified in the General Contract.

3. For work authorized in writing pursuant to Subsection 10.b. above, the Subcontract Amount shall be adjusted by the lesser of the approved estimate or the amount of the actual increase or decrease of Subcontractor's direct labor and actual equipment, material and sub-subcontract costs associated with the work.
- e. As soon as reasonably practical after the price has been determined under Subsection 10.d. and any additional requirements of the Owner for approval of the adjustment to the Subcontract Amount have been met, a Subcontract Revision in the form prescribed by Boldt shall be issued and executed by Subcontractor and Boldt. No payment will be due to Subcontractor for any change to Subcontractor's Work until Subcontractor executes the Subcontract Revision for the changed work, the requirements of the Owner for payment have been met, and payment has been received by Boldt from Owner for such changed work.
- f. If Subcontractor initiates a substitution, deviation or change in the Subcontractor's Work that is not permitted by the Subcontract and/or that causes expense to Boldt or other contractors or subcontractors, Subcontractor shall be liable for all costs and expenses arising from such substitution, deviation or change including overhead and profit markups of the parties impacted by Subcontractor's action.
- g. Subcontractor shall keep records of the actual labor, material, equipment rental and other costs associated with any changed work performed by Subcontractor (except work performed on a lump sum basis, unless required by General Contract) and shall provide copies of this information to Boldt upon request. In the event Subcontractor fails to keep such records, any dispute as to the amount of the adjustment to the Subcontract Amount shall be determined against the Subcontractor. Boldt shall have the right to review Subcontractor's books and records to verify the accuracy of Subcontractor's claim with respect to Subcontractor's costs associated with any change in the Subcontractor's Work. Subcontractor agrees to make such books and records available to Boldt's representative to perform such review upon reasonable notice during normal business hours.
- h. If the Owner is a tax-exempt entity and chooses to make direct purchases of materials and/or equipment tax free, Subcontractor will be required to provide a detailed list of all materials and equipment necessary for the Subcontractor's Work including their costs, with applicable sales and use taxes separately stated. In the event Owner makes such direct purchases, Subcontractor remains responsible for (i) selecting the materials and equipment, (ii) approving the purchase orders in writing, (iii) coordinating the acquisition and timely delivery of the materials and equipment so as to avoid delay in the progress of the Project, (iv) receiving, unloading and inspecting the materials and equipment for quality, damage and sufficiency for use, (v) assuring that Owner has the proper licenses or other rights necessary to possess and use the materials and equipment without additional cost or fee and (vi) installing the materials and equipment in compliance with the Subcontract Documents. Subcontractor will also review and, if appropriate, approve invoices from each material or equipment supplier furnishing direct purchases. If any directly purchased material or equipment fails within the warranty period specified for it under this Subcontract or the Subcontract Documents, Subcontractor shall correct, repair or replace the material or equipment in accordance with the warranty requirements of the Subcontract Documents and will hold Boldt and Owner harmless from any additional costs associated with such correction, repair or replacement. The indemnity obligations of Subcontractor under Section 13 below apply to Claims arising from direct purchase materials covered by this Subsection 10.h.

Section 11. DEFECTIVE WORK AND CLAIMS. Without in any manner waiving or limiting Boldt's other rights and remedies under this Subcontract and as provided by law, payments otherwise due Subcontractor may be withheld by Boldt on account of any of the following reasons: a breach of warranty or defect in Subcontractor's Work that has not been remedied promptly after notice of such breach or defect has been given; the filing of any claims, including but not limited to lien or bond claims by any sub-subcontractor (at any tier), supplier or laborer of Subcontractor or the reasonable evidence indicating the probability of the filing of any such claims; the failure of Subcontractor to make payments to its sub-subcontractors, suppliers or laborers; any failure

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of Subcontractor to perform its duties or obligations under this Subcontract; or a reasonable doubt that the Subcontractor's Work can be completed for the unpaid balance of the Subcontract Amount. If any of the reason(s) for withholding payment are not resolved promptly, Boldt may resolve the same at Subcontractor's expense. Subcontractor shall be responsible for all expenses and costs incurred by Boldt in resolving the reason(s) for withholding payment, including all reasonable attorney's fees and expenses incurred by Boldt in obtaining such resolution and in enforcing Boldt's rights against Subcontractor under this Section. Boldt may offset against any sums due, or to become due, to Subcontractor under this Subcontract, the amount of any liquidated or unliquidated obligations of Subcontractor to Boldt, whether or not arising from the Project. Notwithstanding the foregoing, Boldt shall not withhold payments otherwise due to Subcontractor in an amount in excess of one hundred fifty percent (150%) of the amount reasonably necessary to remedy the foregoing.

Section 12. LIEN AND BOND CLAIMS. Provided Subcontractor has been paid all undisputed amounts in a timely manner in accordance with the Subcontract Documents, Subcontractor will save and keep the Project free from any and all construction liens, mechanics liens or other liens or encumbrances of any type whatsoever and from all claims against any bond furnished by Boldt in connection with the Project that arise from Subcontractor's Work or from any labor, equipment, supplies, services, materials or other things furnished, provided or used in connection with the performance of Subcontractor's Work. If such a lien or bond claim is filed or asserted, Subcontractor shall take immediate action to discharge, remove or release such lien or bond claim at Subcontractor's cost. If Subcontractor fails to discharge, remove or release any such lien or bond claim, Boldt, in addition to all other rights and remedies under this Subcontract and as provided by law, may withhold sufficient funds out of any money due or that becomes due to Subcontractor, to pay the same and all costs and expenses incurred by Boldt as a result of such failure, including but not limited to reasonable attorney's fees, and pay from the funds withheld, the costs and expenses to resolve any such lien or bond claim. If the amount of such withheld funds is insufficient to pay all costs, expenses and fees, Subcontractor shall immediately pay the deficiency to Boldt.

Section 13. INDEMNIFICATION AND INSURANCE.

a. Subcontractor agrees as follows:

1. To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless Boldt and Owner from and against each and every Claim, including any reasonable attorney's fees or expenses incurred by Owner or Boldt as a result of any Claim, that arises from the Subcontractor's performance of the Subcontractor's Work or the negligent acts or omissions or intentionally wrongful conduct of a Responsible Persons. This Section shall not be construed to obligate Subcontractor to indemnify Owner or Boldt for any portion of any liability determined to have been caused by the active negligence or willful misconduct of Owner or Boldt.
 - i. **"Claim"** means any and all claims, lawsuits, damages, losses, demands, judgments, expenses, liability or other obligation arising or alleged to have arisen out of bodily injury, personal injury or property damage (other than damage to the work itself).
 - ii. **"Responsible Persons"** means Subcontractor, its sub-subcontractors or suppliers, and their respective officers, directors, employees or agents and anyone for whose acts they may be liable.

Nothing in this Section shall be construed to negate or reduce any other rights or obligations of indemnity or defense that would otherwise exist as to any party or person indemnified by this Subsection 13.a. This indemnity obligation shall include, but not be limited to, a Claim brought by an employee of Subcontractor, by an employee of anyone for whose acts Subcontractor may be liable or by an employee of Boldt and/or Owner. In any and all claims against Boldt or Owner by an employee of any Responsible Persons, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit

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acts. Subcontractor's obligations under this Section apply regardless of any concurrent negligent act or omission of Owner or Boldt.

2. In addition to all other obligations of Subcontractor to indemnify, defend and hold harmless Boldt under this Subcontract and as required by law, if the General Contract contains additional obligations that require Boldt to indemnify, defend and hold harmless Owner and/or other persons or entities from any other claims, causes of action, defaults, liabilities, or other obligations (the "Owner Indemnity Claim"), Subcontractor agrees to indemnify, defend and hold harmless Boldt from and against any claims, lawsuits, damages, losses, demands, judgments, expenses, liability or other obligation arising from any Owner Indemnity Claim (and any reasonable attorney's fees or expenses incurred by Boldt as a result of any Owner Indemnity Claim and to enforce its rights against Subcontractor under this Subsection 13.a.2). If Boldt receives a demand to defend an Owner Indemnity Claim that arises in whole or in part from the acts or omissions of any Responsible Persons (as defined above), then upon written notice from Boldt, Subcontractor shall at its sole expense, defend Boldt and Owner and any other persons as required by the General Contract from and against such Owner Indemnity Claim. Regardless of the outcome of such Owner Indemnity Claim, Subcontractor shall not have the right to seek recovery of the legal and other defense fees and costs incurred by Subcontractor in defense of any Owner Indemnity Claim unless recovery is permitted by the General Contract.

- b. Subcontractor shall provide all insurance requirements set forth in Exhibit G.

Section 14. COMPLIANCE WITH LAWS.

- a. Subcontractor agrees to comply, at its own expense, with all federal, state and local laws, statutes, ordinances, codes, rules and regulations applicable to the Subcontractor's Work, including but not limited to those dealing with taxation, worker's compensation, employment and safety as well as any safety rules or policies promulgated by Boldt or Owner in connection with the Project and Subcontractor agrees to indemnify, defend and hold harmless Boldt and Owner from any and all liability and damages, fines, costs and reasonable attorney's fees incurred by Boldt or Owner arising from Subcontractor's failure to comply with any such laws, statutes, ordinances, codes, rules and governmental regulations applicable to the Project or Subcontractor's Work.
- b. Subcontractor also agrees to indemnify, defend and hold Owner and Boldt harmless from and against any and all claims arising from any hazardous substances or materials which are brought on to the Project site by any Responsible Persons, or any contamination, spill or other condition requiring clean up, abatement or remediation caused by any act or omission of any Responsible Persons. This obligation to indemnify shall apply to losses of any nature whatsoever arising from any act or omission of any Responsible Persons, including, but not limited to, all costs, expenses, fees (including actual attorney's fees and expenses), fines, penalties, forfeitures and damages incurred by Owner or Boldt, costs of clean up, abatement or remediation, engineering costs, and damages due to any delay in completion of the Project.
- c. Subcontractor and all its sub-subcontractors shall comply with all employment laws applicable to their respective employees in general and that may be specifically applicable to employees working on the Project, including, but not limited to, fair employment laws, overtime, anti-discrimination and anti-harassment laws, affirmative action requirements and prevailing wage laws. Subcontractor shall be responsible for determining all action necessary to comply with all laws applicable to its employees and the employees of its sub-subcontractors working on the Project.
- d. Subcontractor acknowledges that it is responsible for assuring that violations of the employment laws do not occur with respect to its employees and the employees of its sub-subcontractors including, but not limited to, assuring that prohibited harassment of its employees, and the employees of its sub-subcontractors does not occur in the workplace or at the Project and that its employees and the employees of its sub-subcontractors do not harass other persons present in the workplace or at the Project. Subcontractor agrees to indemnify, defend and hold Boldt and Owner and their respective officers, directors, owners, employees or agents (the "Indemnified Parties") harmless from any claims, causes of action, suits,

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proceedings, investigations, damages, costs, expenses or fees, including reasonable attorney's fees and expenses, by any employee of Subcontractor or its sub-subcontractors alleging that any of the Indemnified Parties have violated any employment laws to the extent such claim arises from any act or omission of Subcontractor or any of its sub-subcontractors.

- e. Subcontractor agrees to submit a certification, acceptable to Boldt that its employees have presented the correct documents to legally work in the United States and shall indemnify, defend and hold Boldt and its Surety, and the Owner, harmless from any claims, liabilities including any damages resulting from work stoppages or delays arising from any Subcontractor noncompliance with any immigration laws.
- f. Subcontractor further agrees to reimburse Boldt for all costs and expenses, including reasonable attorney's fees, incurred to enforce the indemnity obligations in this Section 14.

Section 15. CLEANUP. Subcontractor agrees to keep the Project site clean at all times of debris arising out of the Subcontractor's Work and to comply with all written cleanup requirements established for the Project by the Owner and/or Boldt. If Subcontractor's debris is not removed from the Project site within two (2) working days after Boldt directs such removal, Boldt may elect to remove the debris in question and Subcontractor will be liable to Boldt for all expenses incurred by Boldt in connection with the removal effort.

Section 16. PERMITS, LICENSES AND EASEMENTS. All permits, (except the Project's main building permit) licenses and easements necessary for the prosecution of Subcontractor's Work shall be procured and paid for by Subcontractor. Subcontractor shall give all notices and comply with all laws, statutes, ordinances, codes, rules and regulations bearing on the performance of Subcontractor's Work. If Subcontractor discovers that Drawings or Specifications are at variance with any law, statute, ordinance, code, rule or regulation or that conflicts, discrepancies, errors or omissions exist within the Drawings, Specifications, bulletins or addenda, it shall promptly notify Boldt in writing of the discovery. If Subcontractor, after making such discovery, performs any work contrary to such laws, statutes, ordinances, codes, rules and regulations without such notice to Boldt, it shall bear all costs arising from such work, including any cost of correction and any reasonable attorney's fees or expenses incurred by Boldt.

Section 17. FAILURE TO PERFORM AND TERMINATION FOR DEFAULT.

- a. If Subcontractor:
 - 1. fails or refuses to proceed with or to perform Subcontractor's Work as directed by Boldt, or
 - 2. fails or refuses to perform or abide by any terms, covenants, conditions or provisions contained in any of the Subcontract Documents, or
 - 3. fails or refuses to obey laws, statutes, ordinances, codes, regulations or other rules of conduct, or
 - 4. has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition for bankruptcy.

Boldt shall have the right to declare the Subcontractor in default and immediately terminate this Subcontract on written notice to Subcontractor. The termination of this Subcontract will not release or waive any of Boldt's rights and remedies against the Subcontractor or Subcontractor's sureties and shall be without prejudice to any other right Boldt may be entitled to under this Subcontract and/or by law. Boldt may take possession of Subcontractor's Work and all materials, tools, equipment and appliances of Subcontractor that are necessary to complete the Subcontractor's Work or for which payment has been made, take assignment of all of Subcontractor's sub-subcontracts and purchase orders and complete Subcontractor's Work by whatever means, method or agency Boldt may, in its sole discretion, choose. All reasonable costs incurred, including all management, administrative and other direct and indirect expenses (including attorney's fees) incurred by Boldt to complete Subcontractor's Work and to enforce Boldt's rights under this Section (including the reasonable attorney's fees incurred to defend any claim asserted by the terminated Subcontractor) (collectively "Default Costs"), shall be set off and deducted from the Subcontract Amount, and if such Default Costs exceed the unpaid balance

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of the Subcontract Amount, Subcontractor agrees to pay promptly to Boldt, on demand, the full amount of such excess, including costs of collection, reasonable attorney's fees and interest at the maximum legal rate of interest until such excess is paid. Alternatively, Boldt can declare the Subcontractor in default and demand that Subcontractor take all necessary action to cure the default and pay all Default Costs. If Subcontractor has provided a Performance Bond, Subcontractor and Subcontractor's surety shall be liable under the Performance Bond in the event of default and take all necessary action to cure the default and pay all Default Costs regardless of whether Boldt elects to exercise its right to terminate the Subcontract due to Subcontractor's default. In the event of termination of this Subcontract under Section 17, Subcontractor agrees not to initiate any dispute resolution proceeding under this Subcontract or in any other forum until the Subcontractor's Work as defined by this Subcontract has been completed.

- b. In the event that Subcontractor's right to proceed has been terminated, Subcontractor agrees that it shall not be entitled to receive any further payment until after the Project has achieved Final Completion. If the Default Costs and amounts paid to Subcontractor prior to termination are less than the Subcontract Amount, Subcontractor will be paid for Subcontractor's Work properly completed prior to termination equal to the difference between (i.) the Subcontract Amount and (ii.) the sum of the Default Costs and amount paid to Subcontractor prior to termination.
- c. Boldt's determination of Subcontractor's default or defaults, made by Boldt in good faith under the belief that a default or defaults existed under the terms of the Subcontract shall be conclusive as to Boldt's right to proceed as set forth in Subsection 17.a. above. The liability of Subcontractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by Boldt in good faith under the belief that such amounts were necessary or required to remedy such failure or refusal and/or to complete Subcontractor's Work, including but not limited to providing the labor, materials, equipment, supplies and other items reasonably necessary to do so and/or awarding subcontracts and/or purchase orders to one or more third parties to complete all or a portion of the Subcontractor's Work; and to settle, discharge or compromise any claims, demands, suits and judgments pertaining to or arising out of the Subcontractor's Work. A sworn, itemized statement of these sums paid, expenses and losses incurred, damages sustained, and obligations assumed, together with such supporting documents as Boldt shall deem to be reasonable and appropriate shall be prima facie evidence of the fact and extent of Subcontractor's liability.
- d. If after notice of termination of Subcontractor's right to proceed pursuant to this Section 17, it is determined for any reason that Subcontractor was not in default or that its delays were excusable or that Boldt was not entitled to the remedies against Subcontractor under this Section 17, then Subcontractor's remedies against Boldt shall be the same as and limited to those afforded Subcontractor under Section 18, Termination for Convenience.
- e. If the General Contract between Boldt and Owner is terminated prior to Final Completion, Subcontractor, upon being notified by Boldt of such termination, shall immediately cease further work under this Subcontract. Subcontractor shall not be entitled to any further compensation for its work or costs associated with the Project after such notice is given except to the extent that the Owner pays to Boldt additional sums for the account of Subcontractor and then only in the amount of such payment.

Section 18. TERMINATION FOR CONVENIENCE. Boldt may terminate this Subcontract without cause upon two (2) calendar days' written notice to Subcontractor. In the event of such termination for convenience, Subcontractor's recovery against Boldt shall be limited to that portion of the Subcontractor's Work actually completed as of the date of termination, together with any retainage withheld, and Subcontractor shall not be entitled to any further recovery against Boldt, including, but not limited to, anticipated profit on work not performed. In calculating the portion of the Subcontractor's Work actually completed the parties will consider the extent of the remaining work and the cost to perform it, along with the records that show the work actually completed to date and the reasonable value of that work, provided however, that nothing in this Section 18 shall be construed to determine the portion of the Subcontractor's Work on a time and material basis or on the basis of actual costs incurred. In making such calculation, the estimated percentage of work completed as reflected on a Schedule of Values or elsewhere may be considered, but greater weight shall be given to the actual costs incurred to complete the Subcontractor's Work.

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Section 19. DISPUTE RESOLUTION.

- a. If a dispute or claim arises between Boldt and Subcontractor, the Project representatives of Boldt and Subcontractor shall attempt to negotiate a resolution of the dispute or claim. If the Project representatives of Boldt and Subcontractor are unable to negotiate a resolution of any dispute or claim, the dispute or claim shall be referred to a member of senior management of Boldt and Subcontractor and they shall attempt to negotiate a resolution. If such resolution is not reached within a reasonable amount of time, not to exceed thirty (30) calendar days from the date the dispute is referred to senior management or such longer period as the parties may agree, the dispute or claim shall be referred to non-binding mediation before a mediator selected by mutual agreement of the parties. If the parties are not able to select a mediator by mutual agreement within twenty (20) calendar days after senior management concludes its negotiations, the mediator shall be selected in accordance with the mediation rules and procedures of JAMS/Endispute (or its successor). The parties shall each pay one-half of the mediator fees and expenses.
- b. If the matter is unresolved after submission of the matter to a mitigation procedure or mediation, the parties shall submit the matter to litigation in either the state or federal court having jurisdiction over of the matter in the location of the Project.
- c. Each of the parties hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any court proceeding directly or indirectly arising out of and permitted under or in connection with this Subcontract, the performance of Subcontractor's Work or the transactions contemplated by this Subcontract.
- d. For claims by or against Subcontractor which involve the correlative rights, duties, and obligations of Boldt against Owner, Subcontractor expressly agrees that any action or proceeding against Boldt shall be brought in the location and manner specified in the General Contract, subject to Subsection 19.b. above. If arbitration or litigation is conducted by Owner and Boldt concerning any dispute between them which likewise involves an issue in dispute between Boldt and Subcontractor, then Subcontractor, if permitted by the arbitrators or the court shall be a named party. Even if Subcontractor is not a named party, Subcontractor agrees to participate and be bound by the results of any such proceeding as it relates to Subcontractor's claim to the same extent Boldt is bound to Owner under the General Contract. Subcontractor also expressly agrees that any action or proceeding commenced by Subcontractor shall be stayed pending the completion of related proceedings between Owner and Boldt. Boldt's determination of whether any issue in dispute between Boldt and Subcontractor likewise involves an issue in dispute between Boldt and Owner shall be determinative of Subcontractor's obligation to participate and be bound by the dispute resolution proceedings between Boldt and Owner.
- e. The existence of a dispute or controversy shall not be grounds for any nonperformance by Subcontractor or limit any rights or remedies of Boldt under this Subcontract, including the right to proceed to remedy any breach, default or refusal to perform by Subcontractor.
- f. In no event shall any litigation or arbitration be commenced after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- g. Boldt's surety on any payment bond shall be entitled to all of the rights afforded Boldt under this Section 19. Subcontractor's surety on any performance bond issued by Subcontractor agrees to participate and be bound by all dispute resolution proceedings under this Section 19.

Section 20. WARRANTY. Subcontractor shall, before requesting final payment, provide the warranty required by the Subcontract Documents, including but not limited to the Warranty of Construction attached as Exhibit D. In the absence of any specific warranty applicable to Subcontractor's Work (in whole or in part) required by the General Contract, Subcontractor, in signing this Subcontract, agrees at its own expense to replace or repair any faulty or defective material or workmanship which appears within one (1) year from the date of substantial completion as determined by Owner for the entire Project, or the date of

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Owner's beneficial occupancy of the Project, whichever occurs later; provided, however, that the warranty shall run no less than one (1) year beyond the date on which Subcontractor performs its last work under this Subcontract. In addition, Subcontractor shall be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair, and any incidental or consequential damages arising from such faulty or defective material or workmanship.

Section 21. USE OF BOLDT'S EQUIPMENT OR EMPLOYEES.

- a. In the event Subcontractor uses Boldt's equipment, tools or facilities, Subcontractor shall reimburse Boldt's current published rates unless otherwise agreed in writing, plus the cost of all operating labor provided by Boldt in connection with the equipment and a reasonable markup for overhead and profit. Subcontractor will be responsible during the entire term of its use of Boldt's equipment, tools or facilities for the cost of all operating expenses and the care, maintenance, and usage of the above equipment, tools and/or facilities in accordance with all OSHA requirements and agrees to repair or replace the equipment, tools and/or facilities with equipment, tools and/or facilities of like kind and quality if such equipment, tools and/or facilities are damaged or destroyed from any cause while in Subcontractor's care, custody, or control. Further, in so doing, Subcontractor assumes all responsibility for and shall indemnify, defend and hold Boldt harmless for any claims, actions, damages, liabilities or expenses, including reasonable attorney's fees of any type or nature whatsoever resulting from the use of such equipment, tools or facilities by Subcontractor or its agents, employees or permittees.
- b. In the event that Subcontractor uses any employees of Boldt, they shall, while engaged to assist in performing Subcontractor's Work, be considered for all purposes as employees, servants and agents of Subcontractor and not of Boldt, irrespective of who pays them. Subcontractor shall indemnify, defend and hold harmless Owner and Boldt from and against any and all loss, cost, liability, damage and expense, by reason of any act or omission of any employee, servant or agent of Subcontractor, including those, if any, originally employed by Boldt and utilized by Subcontractor. Subcontractor further agrees to defend, at Subcontractor's own expense, any suit or suits that may be brought against Owner or Boldt by reason of any act or omission of any employee, servant or agent of Subcontractor, including those, if any, originally employed by Boldt and utilized by Subcontractor.
- c. Subcontractor further agrees to reimburse Boldt for all costs and expenses, including attorney's fees, incurred to enforce the indemnity obligations under Section 20.
- d. Notwithstanding the foregoing, the terms of this Section 21 shall not apply to the use of Boldt's employee(s) in the event that Subcontractor retains Boldt under separate sub-subcontract agreement.

Section 22. SAFETY.

- a. Subcontractor agrees to comply with all applicable laws, statutes, codes, regulations and standards regarding safety and with any safety plan or program established by the Owner and/or Boldt for the Project, provided however that Subcontractor shall at all times be solely responsible for safely performing Subcontractor's Work. Subcontractor shall establish, maintain and implement its own safety program for its employees and its visitors and others working at or around any areas in which Subcontractor's Work is being performed. Subcontractor's safety program shall, at a minimum, meet all legal requirements and the requirements of any safety plan established by the Owner and/or Boldt. In the event of conflict within or between the foregoing, the Subcontractor shall meet the more stringent requirement. A copy of the Subcontractor's safety plan shall at all times be maintained at the Project site. In addition, Subcontractor shall hold safety meetings at the Project site at such intervals as may be specified by Boldt on such topics as may be pertinent to the work being performed at the Project.
- b. Subcontractor shall immediately verbally report to Boldt the occurrence of any Claim, incident or accident. Subcontractor shall promptly submit as directed by Boldt, a full report regarding any accident, incident or Claim, arising out of any

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injuries to its employees or those of any firm or individual to whom it may have subcontracted work, or any property damages arising or alleged to have arisen from any act or omission of Subcontractor.

- c. The Subcontractor agrees to provide an alcohol and drug-free working environment to protect the safety, health and property of the Owner, Boldt and employees of other contractors and subcontractors with whom the Subcontractor is working and the general public. The sale, distribution, consumption, use of or being under the influence of alcohol or controlled substances is prohibited on the Project site. Any employee found using, possessing, selling, distributing, concealing or transporting any alcohol or controlled substance shall be removed from the Project site and shall be prohibited from performing work at the Project site for the duration of the Project. Unless restricted by law, Boldt reserves the right to require that Subcontractor conduct alcohol and drug testing of all employees and agents of Subcontractor assigned to work on the Project prior to commencement of work by Subcontractor's employees or agents. In addition, such testing may be conducted during the progress of the Project in the event of reasonable suspicion that Subcontractor's employee or agent is under the influence of drugs or alcohol or in the case of an accident or near accident and upon such other terms as the Owner may establish, including but not limited to random testing.
- d. If the General Contract imposes any limitation on employees who may work on the Project or requires that employees undergo a background check and/or drug testing as a condition of working on the Project, Subcontractor agrees, to the extent permitted by applicable law, to comply with these requirements or limitations at Subcontractor's expense.

Section 23. OWNER'S PREMISES/PROPERTY. Subcontractor and its employees, agents, sub-subcontractors and suppliers shall limit their activities to those areas expressly designated for their use and shall not be present in any other areas of the Owner's property, including but not limited to restrooms and vending or cafeteria areas, without prior notice to and written consent from Boldt. Subcontractor further agrees that its employees, agents and visitors will only park in areas designated for such purpose. Subcontractor and its employees, agents, sub-subcontractors and suppliers shall not use any tools, equipment, services or facilities of Owner, without prior notice and written consent from Owner and Boldt.

Section 24. QUALITY OF WORKERS. Subcontractor shall provide supervision and workers of a quality commensurate with the usual requirements for the type of work being done and shall have a superintendent or other designated individual capable of understanding instructions and communicating with Boldt, Owner and other subcontractors whenever Subcontractor's Work is being performed on the Project site. Subcontractor shall also provide a sufficient number of qualified workers to maintain the schedule and not delay Boldt or other subcontractors, trades or suppliers. If, in the opinion of Boldt, Subcontractor has not provided a sufficient number of qualified workers to maintain the Schedule, Boldt may, on two (2) working days written notice to Subcontractor, supplement Subcontractor's workforce and deduct the cost of such supplemental workforce from any amounts due or to become due to Subcontractor, together with all cost and expenses incurred by Boldt to provide such supplemental workforce and any costs, expenses and fees (including reasonable attorney's fees) incurred to enforce the rights under this Section 24. In addition, if, in Boldt's opinion, any of Subcontractor's personnel are not satisfactorily performing their work, Boldt shall notify Subcontractor, and Subcontractor shall, within two (2) working days of such notice, initiate the necessary steps to remove the disapproved personnel and replace them with personnel acceptable to Boldt.

Section 25. JURISDICTIONAL DISPUTES AND LABOR PROBLEMS. Subcontractor shall supply only labor and/or materials that will not cause labor disputes that impact the overall performance of the work on the Project. In the event Subcontractor's workers (a) are involved in a jurisdictional dispute with other crafts on the Project, or (b) refuse to provide proper and timely services due to any other type of labor dispute, or (c) participate or engage in a strike, work stoppage, slowdown, or picket line for any reason, Subcontractor agrees to take immediate steps to resolve the cause or basis for such dispute, strike, work stoppage, slowdown, or picket. Failure to resolve such dispute, strike, work stoppage, slowdown, or picket immediately shall be deemed a default under this Subcontract.

Section 26. CLAIMS BY OR AGAINST SUPPLIERS OR OTHER SUBCONTRACTORS. Should Subcontractor have a claim against Boldt or any other subcontractor or supplier of Boldt on the Project by reason of the acts or omissions of such other subcontractor or supplier, then Subcontractor shall make claim directly against such other subcontractor or supplier. To the extent

necessary to pursue such claim, this Section 26 shall operate to allow Subcontractor to pursue any claims and rights of Subcontractor against such other subcontractor or supplier for the limited and express purpose of pursuing Subcontractor's claim. Nothing in this Section 26 shall limit or preclude Boldt from pursuing any rights, remedies or claims of Boldt against such other subcontractor or supplier. Subcontractor agrees to make no direct claim against Boldt and expressly waives all rights against Boldt for any loss or expense that is or may reasonably be attributed to the act or omission of another subcontractor or supplier.

Section 27. MISCELLANEOUS.

- a. Subcontractor shall not assign or subcontract this Subcontract in whole or in part, or any right, title or interest in it, without the advance written consent of Boldt. If Subcontractor subcontracts any portion of the Subcontractor's Work, Subcontractor shall require that its sub-subcontractor be bound to this Subcontract and assume toward Subcontractor all of the obligations and responsibilities that Subcontractor has assumed toward Boldt. Even if Boldt consents to such assignment or subcontract, Subcontractor shall, at all times and in all circumstances, remain liable to Boldt for the performance of all obligations made pursuant to this Subcontract. Boldt may assign its rights and obligations to Boldt's surety, Owner, Owner's lender or such other third party, as any of them shall designate.
- b. Boldt's assignment of this Subcontract to the Owner, as provided in the General Contract, is effective as provided by the General Contract. Subcontractor consents to such assignment and agrees to be bound to the assignee by the terms of this Subcontract, provided that the assignee fulfills the obligations of Boldt.
- c. If this Subcontract and/or the Subcontractor are subject to approval by Architect and/or Owner under the terms of the General Contract, Boldt shall have no obligation whatsoever to Subcontractor unless and until such approval is obtained.
- d. Unless specifically noted within Section 3, Project Specific Provisions, there are no performance and payment bond requirements at this time. Boldt reserves the right to require performance and/or payment bonds from Subcontractor at any time in the amount of 100% of the Subcontract Amount. If these bonds are required after this Subcontract has been signed, a Subcontract Revision will be issued for the cost of the bonds.
- e. Subcontractor agrees to abide by all Project site access rules, procedures, or other Owner or Boldt requirements. Subcontractor agrees that its materials, equipment, tools and machinery shall only be stored in areas designated for such purpose by Boldt. If Subcontractor or its employees cause any loss or damage to the work or materials of Boldt, Owner, Owner's separate contractors or any other subcontractor, Subcontractor shall be charged with such loss or damage, and any costs incurred to correct such loss or damage shall be deducted from monies due Subcontractor. Subcontractor further agrees to reimburse Boldt for all costs and expenses, including reasonable attorney's fees, incurred to enforce the obligations in this Subsection 27.e.
- f. Subject to Subsection 27.a. above, this Subcontract shall be binding upon and shall insure to the benefit of the successors and assigns of the parties.
- g. This Subcontract shall be governed by the laws of the state in which the Project is located.
- h. Either party's failure to enforce any provisions of this Subcontract does not constitute a waiver of that party's right to subsequently enforce each and every such provision of this Subcontract.
- i. Each of the parties to this Subcontract agrees and represents that it represents the full and entire agreement between the parties regarding its terms and conditions, that no other agreement or understanding of any nature exists concerning its terms and conditions, and that all negotiations, understandings or agreements, whether oral or written, made prior to the execution of the Subcontract shall be deemed merged in, integrated into and superseded by this Subcontract. Subcontractor acknowledges that by signing this Subcontract, Subcontractor has read and understands the Subcontract. This Subcontract may not be modified, amended or altered in any manner except by written amendment signed by both Subcontractor and Boldt.
- j. All indemnification obligations under this Subcontract, including, but not limited to, the obligations under Sections 11, 12, 13, 14, 16, 17, 21, and Subsection 27.b. shall survive the making of final payment, the termination of this Subcontract and completion of Subcontractor's Work.

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- k. The provisions of this Subcontract shall not be interpreted or construed for or against either party, regardless of which party may have drafted this Subcontract or any specific provision of it. The parties acknowledge that they have mutually negotiated and reviewed all provisions of this Subcontract and that it was not drafted solely by either party.
- l. If any section, clause or provision of the Subcontract is found unenforceable by a court or arbitrator with competent jurisdiction, the section, clause or provision deemed unenforceable shall be severed from this Subcontract to the minimum extent necessary to cause such section, clause or provision to be deemed enforceable. Such determination shall not affect any other section, clause or provision of the Subcontract and the balance of the Subcontract shall remain fully enforceable and in full force and effect.
- m. If the General Contract includes a provision that consequential damages can be assessed by Owner, Subcontractor shall be liable for such portion of damages assessed that arise from the act or omission of Subcontractor or any sub-subcontractor or supplier of Subcontractor. In the absence of such provision, Boldt and the Subcontractor mutually waive all claims against each other for consequential damages, including damages for loss of business, loss of financing related to the Project, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. Similarly, the Subcontractor shall obtain in another agreement from its sub-subcontractors mutual waivers of consequential damages that correspond to the Subcontractor's waiver of consequential damages herein. The provisions of this Subsection 27.m. shall also apply to and survive termination of this Subcontract.
- n. Subcontractor shall treat as confidential and not disclose to third persons except as is necessary for the performance of the Subcontractor's Work or as required by law or use for its own benefit any of Owner's or Boldt's confidential information that may be disclosed to the Subcontractor or which the Subcontractor may acquire in connection with the Subcontractor's Work. To the extent the General Contract provides for the confidentiality of any of the Owner's proprietary or otherwise confidential information disclosed in connection with the performance of this Subcontract, Subcontractor is equally bound by the Owner's confidentiality requirements.
- o. Subcontractor shall not use publicly for publicity, promotion or otherwise, any logo, name, trade name, trademark of Boldt or Owner or any of their affiliates affiliations (which include entities controlled by Boldt or Owner or by subsidiaries of Boldt or Owner), including, but not limited to, the terms of The Boldt Company, Boldt, Boldt Construction, or any simulation, abbreviation or adaptation of the same, or the name of any employee or agent of Boldt, Owner or their affiliates, without the written consent of Boldt and Owner, if applicable. Boldt and Owner may withhold such consent in their absolute discretion. Violation of this Subsection shall constitute a material breach of this Subcontract.
- p. Subcontractor shall, within five (5) working days of Boldt's request, provide to Boldt any and all information required as part of Boldt's ongoing subcontractor prequalification program.
- q. Subcontractor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246, 13465, and 13672. **As applicable, Boldt and Subcontractor shall abide by the requirements of 41 CFR § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Boldt and Subcontractor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

Section 28. EXHIBITS INCORPORATED. The following Exhibits will be executed and delivered in a timely manner by Subcontractor as necessary in the performance of Subcontractor's Work and the administration of this Subcontract and are expressly agreed to be a part of this Subcontract and binding upon the parties:

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- Exhibit A: Application for Payment
- Exhibit B: Partial Release and Waiver of Liens
- Exhibit C: Final Release and Waiver of Liens
- Exhibit D: Warranty of Construction
- Exhibit E: Subcontractor's Daily Report
- Exhibit F: List of Sub-Subcontractors, Suppliers and Benefit Funds
- Exhibit G: Minimum Insurance Requirements

IN WITNESS WHEREOF, the parties have executed this Subcontract as of the date written above.

SUBCONTRACTOR:

Signature: _____

Name and Title: _____

Date: _____

THE BOLDT COMPANY:

Signature: _____

Name and Title: _____

Date: _____

SUBCONTRACTOR’S APPLICATION FOR PAYMENT

TO: The Boldt Company (“Boldt”)

FROM: _____ (“Subcontractor”)

PROJECT DESCRIPTION: _____

APPLICATION FOR PAYMENT NO.: _____

Period _____ to _____

STATEMENT OF SUBCONTRACT:

- 1. Original Subcontract Amount..... \$ _____.
- 2. Approved Subcontract Revision Numbers
_____ (as per attached breakdown)..... \$ _____.
- 3. Adjusted Subcontract Amount..... \$ _____.
- 4. Value of Work Completed to Date..... \$ _____.
- 5. Less Amount Retained (_____ %)...... \$ _____.
- 6. Total Less Retainage..... \$ _____.
- 7. Total Previously Certified (Deduct)..... \$ _____.
- 8. AMOUNT DUE THIS REQUEST..... \$ _____.

Subcontractor certifies that the labor and/or services provided and the materials supplied by Subcontractor to date, as shown above, represent the actual value of the Subcontractor’s Work performed under the terms and conditions of the Subcontract and all accepted Subcontract Revisions between Subcontractor and Boldt relating to the Project and, further, that Subcontractor has no basis in events occurring before the date of this Application to claim any additions to the Subcontract Amount except as set forth in a written notice expressly given to Boldt by Subcontractor for that purpose. Further, Subcontractor, upon payment of the amount approved by Owner for this Application, waives all of its lien rights, if any, bond claim rights, if any or other claims for any work included in this or any preceding Applications for Payment, except for retainage currently being withheld by Boldt. Subcontractor understands and agrees that the final determination of the amount to be paid on this Application is made by Owner and not by Boldt and that the submission of this Application by Boldt is not a warranty or representation of any amount due to Subcontractor.

Subcontractor also certifies that payments, less applicable retainage, have been made through the period covered by previous payments received from Boldt (1) to all sub-subcontractors and suppliers and (2) for all materials and labor used in, or in connection with, the performance of the Subcontract. Subcontractor has complied with federal, state and local tax laws, employment laws, or wage and hours laws, including social security laws, unemployment compensation laws, prevailing wage laws and worker’s compensation laws applicable to the performance of the Subcontract.

SUBCONTRACTOR:

Signature: _____

Name and Title: _____

Date: _____

WITNESS: _____

For Boldt Use Only

Inv. Amt. _____
Disc. _____
R/P _____
Ded’n _____
Net Amt. _____

LIEN WAIVERS

Unless otherwise required by law, the following Exhibits B & C – Partial and Final Lien Waivers will be issued with the Subcontract.

States that have required lien waiver forms:

STATE	LIEN WAIVER TYPES
Arizona	Exhibit B-1 & B-2 Conditional & Unconditional Partial Exhibit C-1 & C-2 Conditional & Unconditional Final
California	Exhibit B-1 & B-2 Conditional & Unconditional Partial Exhibit C-1 & C-2 Conditional & Unconditional Final
Florida	Exhibit B-1 & B-2 Conditional & Unconditional Partial Exhibit C-1 & C-2 Conditional & Unconditional Final
Georgia	Exhibit B – Waiver & Release Upon Interim Payment Exhibit C – Waiver & Release Upon Final Payment
Michigan	Exhibit B-1 & B-2 Conditional & Unconditional Partial Exhibit C-1 & C-2 Conditional & Unconditional Final
Mississippi	Exhibit B – Interim Waiver & Release Upon Payment Exhibit C – Final Waiver & Release Upon Payment
Nevada	Exhibit B-1 & B-2 Conditional & Unconditional Partial Exhibit C-1 & C-2 Conditional & Unconditional Final
Texas	Exhibit B-1 & B-2 Conditional & Unconditional Partial Exhibit C-1 & C-2 Conditional & Unconditional Final
Utah	Exhibit B – Conditional Waiver & Release Upon Progress Payment Exhibit C – Conditional Waiver & Release Upon Final Payment
Wyoming	Exhibit B & C – Release & Waiver of Lien

SUBCONTRACTOR’S PARTIAL RELEASE AND WAIVER OF LIENS

Upon receipt of payment from The Boldt Company (“Boldt”) of the sum of _____ Dollars (\$ _____), by _____ (“Subcontractor”), on account of its Subcontract with Boldt dated _____ (“Subcontract”), for Subcontractor’s Work (as defined in the Subcontract) for the Project owned by _____ (“Owner”) located at _____ and in consideration of this payment and all prior payments, Subcontractor waives, releases, relinquishes and forever discharges Owner and the Project for any and all liens, claims and causes of action of any kind or character through the date of this Release and Waiver of Liens arising from any and all work performed directly or indirectly by Subcontractor through the date of this Release and Waiver of Liens and any and all claims, demands and liens of every kind and character whatsoever that Subcontractor has against Boldt, Owner and the Project as of the date of this Release and Waiver of Liens.

The undersigned further warrants and represents that Subcontractor has paid all amounts due through the date of this Release and Waiver of Liens to all sub-subcontractors, suppliers, laborers that have provided services, materials or labor in connection with the Subcontract for the Project.

SUBCONTRACTOR:

Signature: _____

Name and Title: _____

Date: _____

THE STATE OF _____

COUNTY OF _____

Personally appeared before me this ____ day of _____, _____, the above-named _____, the duly authorized employee of Subcontractor, known to me to be the person who executed this instrument, and who acknowledged to me that he/she did so for the purposes and consideration set forth in it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____.

SEAL

NOTARY PUBLIC

MY TERM EXPIRES

SUBCONTRACTOR’S FINAL RELEASE AND WAIVER OF LIENS

Upon receipt of payment from The Boldt Company (“Boldt”) of the sum of _____ Dollars (\$_____), being the final payment due to _____ (“Subcontractor”), on account of its Subcontract with Boldt dated _____ (“Subcontract”), for the Subcontractor’s Work (as defined in the Subcontract) for the Project owned by _____ (“Owner”) located at _____ and in consideration of this payment and prior payments, Subcontractor waives, releases, relinquishes and forever discharges (i) any and all lien rights of any kind or character, (ii) Boldt from any and all fees, costs, expenses, obligations and liabilities arising out of or related to the Subcontract, (iii) any claims for an increase in the Subcontract Amount for any work performed by Subcontractor (regardless of whether such work is included in the Subcontractor’s Work or is additional work or extra work not included in the Subcontractor’s Work), (iv) any claims for additional payment or compensation of any kind, (v) any and all claims and demands of every kind and character whatsoever that Subcontractor has against Boldt, Owner and the Project, (vi) any claims against any payment bond furnished by Boldt in connection with the Project and (vii) any and all claims in any way relating to the Subcontract and/or the Project.

SUBCONTRACTOR:

Signature: _____

Name and Title: _____

Date: _____

THE STATE OF _____

COUNTY OF _____

Personally appeared before me this ___ day of _____, _____, the above-named _____, the duly authorized employee of Subcontractor, known to me to be the person who executed this instrument, and who acknowledged to me that he/she had done so for the purposes and consideration set forth in it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____.

SEAL

NOTARY PUBLIC

MY TERM EXPIRES

SUBCONTRACTOR’S WARRANTY OF CONSTRUCTION

Pursuant to the General Contract between The Boldt Company also known as, Oscar J. Boldt Construction Co., a Wisconsin Corporation (“Boldt”) and _____ (“Owner”), dated _____, for the construction of the Project (as defined in the Subcontract); and the Subcontract between _____ (“Subcontractor”) and Boldt dated _____ (the “Subcontract”), Subcontractor guarantees and warrants all Subcontractor’s Work shall conform to the Subcontract Documents and shall be free from any defect of material and/or workmanship for the period required by the Subcontract Documents. Subcontractor shall repair or replace any non-conforming or defective work as provided by the Subcontract Documents.

All manufacturers’ and suppliers’ warranties and guarantees, express or implied, respecting any part of Subcontractor’s Work and on any materials and equipment furnished under the Subcontract are assigned by Subcontractor jointly to Boldt and Owner. This Warranty of Construction shall supplement, and not supersede or amend, (i) any warranties and guarantees given by Subcontractor under the terms of the Subcontract Documents or (ii) any warranties and guarantees given by any manufacturer or supplier of any materials or equipment furnished by Subcontractor under the Subcontract Documents.

SUBCONTRACTOR:

Signature: _____

Name and Title: _____

Date: _____

Person to contact in case of emergency:

Name _____ Phone No. _____

SUBCONTRACTOR’S LIST OF SUB-SUBCONTRACTORS, SUPPLIERS AND BENEFIT FUNDS

The undersigned duly authorized representative of _____ (“Subcontractor”) being first duly sworn on oath states as follows:

1. That as of the date of execution of the Subcontract No. ____, Subcontractor anticipates using the following sub-subcontractors and suppliers in connection with the Project (as defined in the Subcontract):

Sub-subcontractor/Supplier Name and Contact Information	Sub-subcontract/Purchase Order Amount

*Attach additional sheet, if necessary.

2. Subcontractor will employ employees in connection with the Project on whose behalf payments will be required to be made to the following union benefit funds (if none, write none):
 - a. _____
 - b. _____
3. That the list of subcontractors, suppliers and union benefit funds identified above is true, correct and complete.
4. In the event of any changes, additions or deletions to this list, the undersigned will notify **Boldt in writing** within five (5) business days of the change, addition or deletion.

SUBCONTRACTOR:

Signature: _____

Name and Title: _____

Date: _____

THE STATE OF _____

COUNTY OF _____

Personally appeared before me this ___ day of _____, _____, the above-named _____, the duly authorized employee of Subcontractor, known to me to be the person who executed this instrument, and who acknowledged to me that he/she did so for the purposes and consideration set forth in it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____.

SEAL

NOTARY PUBLIC

MY TERM EXPIRES

Exhibit G: Minimum Insurance Requirements.

1. **A certificate of insurance must be furnished to Boldt before commencement of Subcontractor's Work pursuant to any issued Subcontract and before any funds are paid to Subcontractor under the Subcontract.**

2. The insurance requirements outlined in this Exhibit are in addition to and separate from any other requirements in the General Contract applicable to the Subcontractor. The liability of Subcontractor shall not be limited by the type, amount or limits of any insurance maintained by Subcontractor. Unless higher limits are required by Boldt or by the General Contract, Subcontractor shall procure, maintain during the term of the Subcontract (and, in the case of completed operations coverage, for two (2) years after the date of Final Completion or such longer period as may be required under the General Contract) and pay for, and shall require its sub-subcontractors to procure, maintain during the progress of their portion of the work (and, in the case of completed operations coverage, for two (2) years after the date of Final Completion or such longer period as may be required under the General Contract), and pay for the following types and minimum amounts of insurance:
 - a. Commercial General Liability Insurance*:
 - i. \$4,000,000 Each Occurrence
 - ii. \$4,000,000 General Aggregate Per Project
 - iii. \$4,000,000 Products/Completed Operations Aggregate.
 - iv. \$4,000,000 Personal and Advertising Injury Limit.

 - b. Business Automobile Liability Insurance*:
 - i. \$2,000,000 Each Accident for Owned, Non-Owned and Hired Automobiles.

 - c. Statutory Workers' Compensation and Employers' Liability Insurance*:
 - i. \$1,000,000 Bodily Injury / Each Accident.
 - ii. \$1,000,000 Bodily Injury by Disease / Policy Limit.
 - iii. \$1,000,000 Bodily Injury by Disease / Each Employee.

 - d. Umbrella or Excess Liability Insurance (following form over the Commercial General Liability, Employer's Liability and Automobile Liability Insurance). If the Subcontract Amount is equal to or greater than \$1,000,000, the following minimum limits will be required:
 - i. \$3,000,000 Each Occurrence
 - ii. \$3,000,000 Aggregate

3. All insurance required hereunder shall be with insurance companies with A. M. Best Ratings of A- or better, and on forms acceptable to Boldt.

4. Each insurance coverage required under this Subcontract shall contain clauses to the effect that the same may not be cancelled, not renewed or the limits of coverage reduced, with no less than thirty (30) calendar days' prior written notice to Boldt.

5. Each liability policy required by this Subcontract (Commercial General Liability, Automobile Liability and Umbrella or Excess Liability), shall name The Boldt Company, the Owner, and their respective officers, directors, agents, employees and assigns and all parties required to be named as additional insureds in the General Contract through the form of endorsement required by the General Contract. If a specific General Liability form of endorsement is not required by the General Contract, the General Liability endorsements shall be made by ISO Forms CG 2010 07-04 and CG 2037 07-04 or coverage at least as broad. This additional insured endorsement shall apply to both on-going operations and the completed operations coverage for the period of time Subcontractor is required to maintain such coverage for each Subcontract. The insurance required by this Exhibit shall be primary and noncontributory with respect to any other insurance available to the additional insureds. The limits of coverage required for the additional insureds are the greater of the limits required by each Subcontract or the limits actually carried by Subcontractor, including any limits available to Subcontractor under any Excess or Umbrella Liability policies. Subcontractor acknowledges that it will provide Umbrella and Excess Liability Insurance on behalf of the required named additional insureds of each Subcontract and that

the Umbrella and Excess Liability Insurance will be subject to Vertical Exhaustion before any other Primary, Umbrella or Excess Policies or any other insurance obtained by Boldt will contribute.

6. Any policy of insurance issued pursuant to this Exhibit shall include an endorsement providing that the insurers waive their rights of subrogation against Boldt or the Owner and, and their respective officers, directors, agents, employees and assigns and or any other party as required by the General Contract. Subcontractor hereby waives, and shall require its sub-subcontractors to waive, any and all rights of recovery which they or any of them or any of their insurers may now or subsequently have against Boldt or the Owner, and their respective officers, directors, agents, employees and assignees, in connection with any losses covered by insurance provided hereunder.
7. Worker's Compensation coverage shall be provided for any employee, owner or principal of the Subcontractor who shall be at the Project site or at a specific off-site Project related location whether or not required by statute.
8. Subcontractor shall carry sufficient comprehensive insurance on its equipment and personal property including tools and jobsite trailer. Subcontractor shall also insure all materials stored on and off the Project site and enroute to and from the Project site that will be incorporated into the Project or used in the completion of Subcontractor's Work, unless Subcontractor has verified in advance that these materials are insured under the Builder's Risk policy for the Project. Subcontractor agrees that Owner and Boldt shall not be responsible for any loss or damage to any equipment or personal property of Subcontractor and Subcontractor agrees to waive any and all subrogation rights against Owner and Boldt for any such loss, Claim or loss of use.
9. If Boldt is liable for all or some portion of the deductible under the Project's All Risk/Builder's Risk/property insurance, then Subcontractor shall reimburse Boldt for that portion of the deductible that arises from or is attributable to the acts or omissions of Subcontractor.
10. If (i) Subcontractor is providing architectural, engineering or other professional services, including services under a Testing Services Agreement or Design Build Subcontract, as a part of Subcontractor's Work; or (ii) such insurance is required by the Subcontract Documents; or (iii) such insurance is requested by Boldt, Subcontractor shall procure, maintain, and pay for Professional Liability/Errors and Omissions Insurance with limits of not less than \$1,000,000 each claim and \$2,000,000 annual aggregate. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover Subcontractor's Work and shall continue in effect for two (2) years after final acceptance of the Project or longer if the General Contract requires. Policy shall include a waiver of subrogation on behalf of Boldt, the Owner, and the respective officers, directors, agents, employees and assigns and any other party as required by the General Contract.
11. Subcontractor will provide Pollution Liability Insurance if required by the Subcontract Documents or Boldt. If required, such insurance shall have limits of not less than \$1,000,000 each claim and \$2,000,000 annual aggregate. The Pollution Liability Insurance shall continue in effect for two (2) years after final acceptance of the Project or longer if the General Contract requires. This policy shall name Boldt, the Owner, and the respective officers, directors, agents, employees and assigns and any other party as required by the General Contract as additional insureds and include a waiver of subrogation on behalf of all additional insureds. This policy shall be primary and noncontributory with respect to any other insurance maintained by the additional insureds.
12. Specifically, the following information should be included in the Description of Operations/Locations/Vehicles section within the certificate of insurance:

Boldt Job # and Project Name & Description. All parties required to be named in the Subcontract shall be named as additional insureds to the General Liability, the Automobile Liability and the Umbrella Liability policies and apply to both on-going and completed operations. All policies herein are primary and non-contributory to any insurance available to the additional insureds. Waiver of Subrogation in favor of all parties required to be named in the Subcontract applies to the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies. A 30-day notice of cancellation must be mailed to the certificate holder to all policies hereon.
13. The failure of Subcontractor to furnish a certificate of insurance, shall not alter or eliminate Subcontractor's obligation to obtain and maintain the insurance required, and to meet all other obligations established by this Exhibit. Boldt's receipt of a certificate of insurance that does not meet the requirements of the Subcontract is not a waiver, modification, amendment or alteration of the Subcontract and shall not in any manner relieve the Subcontractor of fully complying with these requirements.
14. At any time upon request, Boldt may request copies of the actual policies or endorsement copies.

SUBCONTRACTOR LABOR AND MATERIAL PAYMENT BOND

_____ (the "Subcontractor") as Principal and The Boldt Company, also known as, Oscar J. Boldt Construction Co., ("Boldt"), have entered into a Subcontract dated _____ ("Subcontract") for a project for _____ (the "Owner") known as _____ (the "Project") in accordance with the Drawings and Specifications. The Subcontract is incorporated into this Bond by reference.

_____ as surety for Subcontractor (the "Surety") and Subcontractor, for themselves and their heirs, successors and assigns, jointly and severally obligate and bind themselves to Boldt for the use and benefit of any Claimants (as defined below) for the payment of

_____ Dollars (\$_____).

Under this Bond, Subcontractor and Surety agree to jointly and severally pay any amounts due to any Claimant for services, labor or materials used or reasonably required to be used directly or indirectly in the performance of the Subcontract. Services, labor or materials includes but is not limited to water, gas, power, light, heat, oil, gasoline, telephone service, rental of equipment directly used in performing the Subcontract and any sums, fees (including attorney's fees), expenses or other costs incurred by Boldt as a result of any claim or lien claim asserted by any Claimant. The duties, obligations, liabilities and responsibilities of Subcontractor to Boldt under this Bond shall be in addition to and supplement (and shall not supersede, replace, limit, reduce or modify) Subcontractor's duties, obligations, liabilities and responsibilities to Boldt under the Subcontract.

"Claimant" is a person or entity that (a) has a contract or other agreement with Subcontractor or a sub-subcontractor to furnish services, labor and/or material for the Project or (b) has the right to assert a lien against the Project under the law of the jurisdiction in which the Project is located.

If Subcontractor promptly makes payment of all sums due to any Claimant, keeps the Project and Owner's property free of all liens by any Claimant and defends, indemnifies and holds Owner, Boldt and Owner's property, including the Project, free of claims, demands, lawsuits and claims for lien asserted by Claimants seeking payment for services, labor or materials provided to the Project or used in performance of the Subcontract and for any attorney's fees and expenses incurred by Boldt as a result of any such claims, demands, lawsuits and claims for liens, Surety will not have liability under this Bond.

If this Bond is given to meet statutory or legal requirements applicable to the Project and any provision of this Bond conflicts with applicable law, then the conflicting provision shall be deleted from this Bond to the minimum extent necessary to comply with law, and provisions of the applicable law are incorporated herein by reference in place of such conflicting provision. All provisions of the Bond that are not in conflict with applicable law shall remain in full force and effect without change or modification.

Surety hereby stipulates and agrees that no modifications, changes, omissions or additions in or to the terms of the Subcontract or in or to the Drawings or Specifications shall in any way affect the obligations of Surety on this Bond and, further, that should the Subcontract Amount be increased by Subcontract Revision, then the amount of this Bond stated above shall likewise be increased by the amount of the Subcontract Revision, it being the intent of Surety that the amount of this Bond shall cover and be equal to the full Subcontract Amount as increased by all Subcontract Revisions.

The amount of the Bond shall be reduced by and to the extent of any payment or payments made in good faith by Surety under this Bond, inclusive of the payment by Surety of mechanics' or other liens that may be filed of record against the Project by a Claimant, whether or not a claim for the amount of such lien has been presented under and against this Bond.

The procedure for asserting a claim against this Bond by a Claimant shall be as follows:

1. The Subcontractor and Surety hereby jointly and severally agree with Boldt that every Claimant who has not been paid in full within ninety (90) days after the date on which Claimant last furnished services, labor or materials for the Project, may sue on this Bond and prosecute the suit to final judgment for such sum or sums as may be justly due Claimant. Owner and Boldt shall not have any liability for the payment of any amount due Claimant or any costs or expenses of any such suit.

2. No suit or action shall be commenced on this Bond by any Claimant unless said Claimant has (a) a perfected lien arising out of or relating to the services, labor or materials furnished by Claimant or (b) given written notice to Surety and Subcontractor not more than ninety (90) calendar days after such Claimant last provided services, labor or materials for the Project, stating with substantial accuracy the amount claimed and the name of the party to whom the services, labor or materials were furnished. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to Surety and Subcontractor at any place where an office is regularly maintained by the party receiving notice for the transaction of business or is served in any manner in which legal process may be served in the state in which the Project is located.

3. Claimant must commence suit prior to the expiration of one (1) year following the date on which Subcontractor last provided services, labor or materials for the Project or the expiration of one (1) year following the date of Substantial Completion of the Project, whichever is later, provided however, that if applicable law mandates a longer period of time for the commencement of suit, the limitation established by this paragraph shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law. For the purposes of determining Claimant's last day of providing services, labor or materials, services, labor or materials provided to perform warranty work shall not be considered.

4. Claimant must commence suit in a timely manner in a state court of competent jurisdiction in the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

The date of this Bond is _____ (if blank, the date of this bond is the effective date of the Subcontract).

PRINCIPAL:

Signature: _____ (SEAL)

Print Name: _____

WITNESS: _____ Title: _____

THE STATE OF _____

COUNTY OF _____

Personally appeared before me this ____ day of _____, _____, the above-named _____, the duly authorized officer of Subcontractor (Principal), known to me to be the person who executed this instrument, and who acknowledged to me that he/she did so for the purposes and consideration set forth in it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____.

SEAL

NOTARY PUBLIC

MY TERM EXPIRES

SURETY:

Signature: _____ (SEAL)

Print Name: _____

Title: _____

WITNESS: _____

THE STATE OF _____

COUNTY OF _____

Personally appeared before me this ___ day of _____, _____, the above-named _____, the duly authorized attorney-in-fact of Surety, known to me to be the person who executed this instrument, and who acknowledged to me that he/she did so for the purposes and consideration set forth in it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____.

SEAL

NOTARY PUBLIC

MY TERM EXPIRES

If required per subcontract

SUBCONTRACTOR PERFORMANCE BOND

_____ (the "Subcontractor") as Principal and The Boldt Company, also known as, Oscar J. Boldt Construction Co., ("Boldt"), have entered into a Subcontract dated _____ ("Subcontract") for a project for _____ (the "Owner") known as _____ (the "Project") in accordance with Drawings and Specifications. The Subcontract is incorporated into this Bond by reference.

_____ as surety for Subcontractor (the "Surety") and Subcontractor, for themselves and their heirs, successors and assigns, jointly and severally obligate and bind themselves to Boldt for the payment of _____ Dollars (\$ _____) (adjusted as provided in paragraph 4 below) to guarantee the full and complete performance of all duties, obligations and responsibilities of Subcontractor under the Subcontract (the "Obligations").

1. If Subcontractor fully, faithfully, and completely performs all its Obligations, then Surety and Subcontractor shall not have any liability under this Bond. The duties, obligations, liabilities, and responsibilities of Subcontractor to Boldt under this Bond shall be in addition to and supplement (and shall not supersede, replace, limit, reduce or modify) Subcontractor's duties, obligations, liabilities, and responsibilities to Boldt under the Subcontract. This Bond however will remain in full force and effect unless and until Subcontractor performs all Obligations, including but not limited to:

- (a) well and faithfully performing the Subcontractor's Work according to the terms and conditions of the Subcontract;
- (b) paying to Boldt all money which becomes owing to Boldt by Subcontractor under the terms of the Subcontract;
- (c) holding Boldt harmless from all loss, damage, and expense, including costs and attorney's fees which Boldt may sustain by reason of the failure or neglect of Subcontractor to perform any of the conditions of this Bond or of the Subcontract;
- (d) correcting any defective work performed under the Subcontract;
- (e) correcting any work covered by Subcontractor's warranty to Boldt and/or Owner; and
- (f) paying all costs, damages, fees (including attorney's fees), or other expenses associated with or arising from any delay in completion of the Subcontract.

2. If the Subcontract is terminated as a result of a Subcontractor's failure to perform, or default, Surety shall at its sole expense, within fifteen (15) calendar days after Boldt gives written notice to Surety of termination, take one of the following actions:

- (a) with the consent of Boldt, retain the Subcontractor to complete the Subcontract in accordance with its terms and conditions and within the Subcontract Time; or
- (b) with the consent of Boldt, obtain a proposal or proposals from a party or parties to complete the Subcontract in accordance with all of its terms and conditions and within the Subcontract Time, provided however that Boldt shall not be required to consent to the selection by Surety of any party or parties to which Boldt has a reasonable objection; or
- (c) allow Boldt to negotiate with a replacement contractor and have the Surety pay the amounts due to the replacement contractor in a timely manner; or
- (d) such other action as may be mutually agreed between Surety and Boldt.

3. If Surety believes that, in the exercise of due diligence, fifteen (15) calendar days is insufficient to enable it to determine which of the actions listed in paragraph 2 it will take, it may request an extension of not more than thirty (30) calendar days, provided that the request is made at least five (5) calendar days before the expiration of the original fifteen (15) calendar day notice period. Boldt will respond to the request before the expiration of the original fifteen (15) day notice period. Boldt shall not unreasonably refuse to grant Surety's request. If the time to respond is extended, Boldt may proceed by whatever means Boldt deems reasonable and prudent at Surety's expense, to continue the Subcontractor's Work under the Subcontract until Surety commences action under paragraph 2 above to complete Subcontractor's Work. Requesting such an extension, and any work performed during the extension period, will be without prejudice to the exercise of any of the options set forth paragraph 2 and shall not be a waiver of any rights or defenses that either party may have in any subsequent proceedings involving Boldt, Surety and any other party.

4. If Surety does not advise Boldt in writing of the action Surety proposes to take within the time limits set forth above, Surety shall be deemed in default on this Bond without further notice being required from Boldt and Boldt shall be entitled to enforce any and all rights and remedies available to Boldt under this Bond, the Subcontract and as provided by law.

5. Regardless of the action taken by Surety in paragraph 2, Surety shall remain obligated to Boldt for all amounts due from Subcontractor under the Subcontract, including but not limited to any damages for delay in completing the Subcontract (liquidated or unliquidated), costs for correction of defective work and/or warranty obligations, additional costs for redesign resulting from Subcontractor's failure to perform or default and amounts due for indemnification obligations and attorney's fees and expenses. Surety shall also be liable to Boldt for any costs, fees or expenses resulting from any delay by Surety in performing the Obligation(s) identified in such notice and any costs, including attorney's fees and expenses, incurred by Boldt to enforce its rights under this Bond, provided however that the amount of Surety's liability shall not exceed the amount of this Bond as set forth above. Boldt shall remain obligated to pay all sums due in accordance with the terms and conditions of the Subcontract for Subcontractor's Work completed before the date of termination and for payment of the balance of the Subcontract Amount as of the date of termination to the party or parties responsible for completing Subcontractor's Work, provided that Boldt's total liability and costs to perform the Subcontractor's Work shall not exceed the Subcontract Amount.

6. If this Bond is given to meet the statutory or legal requirements applicable to the Project and any provision of this Bond conflicts with applicable law, then the conflicting provision shall be deleted from this Bond and the provisions of the applicable law are incorporated by reference in place of such conflicting provision. All provisions of the Bond that are not in conflict with applicable law shall remain in full force and effect without change or modification.

7. Surety hereby stipulates and agrees that no modifications, changes, omissions or additions in or to the terms of the Subcontract or in or to the Drawings or Specifications shall in any way affect the obligations of Surety on this Bond and, further, that should the Subcontract Amount be increased by Subcontract Revision, then the amount of this Bond stated above shall likewise be increased by the amount of the Subcontract Revision, it being the intent of Surety that the amount of this Performance Bond shall cover the full Subcontract Amount as increased by all Subcontract Revisions.

The date of this Bond is _____ (if blank, the date of this Bond is the effective date of the Subcontract).

PRINCIPAL:

Signature: _____ (SEAL)

Print Name: _____

WITNESS: _____ Title: _____

THE STATE OF _____

COUNTY OF _____

Personally appeared before me this ____ day of _____, _____, the above-named _____, the duly authorized officer of Subcontractor (Principal), known to me to be the person who executed this instrument, and who acknowledged to me that he/she did so for the purposes and consideration set forth in it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____.

SEAL

NOTARY PUBLIC

MY TERM EXPIRES

SURETY:

Signature: _____ (SEAL)

Print Name: _____

Title: _____

WITNESS: _____

THE STATE OF _____

COUNTY OF _____

Personally appeared before me this ___ day of _____, _____, the above-named _____, the duly authorized attorney-in-fact of Surety, known to me to be the person who executed this instrument, and who acknowledged to me that he/she did so for the purposes and consideration set forth in it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____.

SEAL

NOTARY PUBLIC

MY TERM EXPIRES

If required per subcontract

EXHIBIT I – BOLDT SAFETY PROGRAM REQUIREMENTS

At Subcontractor's cost, Subcontractor shall have a safety program for Subcontractor's Work that includes the safety requirements contained in the below referenced documents:

- Boldt Safety Manual
- Owner Safety Manual
- Annual Boldt Safety Orientation through Convergence.

Subcontractor agrees that it shall obligate its sub-subcontractors and suppliers to adhere to the same requirements of the Subcontract Documents as Subcontractor is required to.

Requirements On All Boldt Projects:

A. Boldt Safety Manual

1. To the extent the Boldt Safety Manual imposes requirements and policies applicable to Boldt employees, Subcontractor agrees to require its employees to adhere to the same requirements of such policies. The Subcontractor's attention is drawn to the below listed requirements detailed in the Boldt Safety Manual.
 - a. Subcontractor shall provide a written site-specific safety program along with evidence of applicable training related to the work, as detailed in Boldt's Safety of Sub/Trade Contractors Policy and Procedures section of the Safety Manual.
 - b. Subcontractor shall provide upon request from the Boldt project team, a written plan or Job Hazard Analysis ("JHA"), as detailed in Boldt Safety Manual, for each portion of Subcontractor's Work.
 - c. Subcontractor shall complete a daily written Safety Task Analysis (STA), or similar task planning tool as approved by Boldt for each item of work, or more frequently as conditions at the project change or require. Completed task plans must be turned in at the designated project location at least weekly.
 - d. Subcontractor shall be responsible for providing Boldt's Project Superintendent and Safety Representative with a crane pick plan two (2) weeks prior to any crane activity. The crane pick plan should include completion of the Crane Selection & Setup Analysis and Safe Lift Plan forms as outlined in Boldt's Safety Manual.
 - e. Subcontractor shall adhere to the Hazard Communication program at the Project, the requirements for which are detailed in the Boldt Safety Manual.
 - f. Subcontractor shall provide hand and arm protection to its employees equal to or greater than ANSI cut level 4 (A4) and require always wearing upon entering the designated "work area," (e.g., construction project, plant facility, and fabrication shops, warehouses, and laydown yards). See additional hand protection requirements detailed in the Personal Protective Equipment section of the Boldt Safety Manual.
 - g. All Subcontractor employees are required to wear ANSI Z87.1 eye protection, a high-

visibility vest or shirt, long pants, a sturdy working boot (footwear will be at least three-quarter-high or mid-high boot which covers ankle, have a hard sole and a sturdy leather upper or synthetic equivalent, and approved head protection at all times upon entering and while occupying the designated work area.

- h. Beginning July 1, 2024, subcontractors shall provide an approved safety helmet with integrated chin strap to its employees and require them to wear upon entering the designated "work area" (e.g. construction project, plant facility, fabrication shops, warehouses, and laydown yards). The use of integrated visors on safety helmets as the sole means of eye protection is not allowed on Boldt project sites.
- i. Subcontractor acknowledges the requirement to establish a fall control system for the prevention and protection of personnel working at elevated heights of six (6) feet or more above a lower level. Subcontractor acknowledges the requirement for Self-Retracting Lifeline (SRL's) for use as fall protection for its personnel working in aerial boom type lifts. Boldt's policy does not acknowledge the use of a safety monitor system as a means of fall prevention and protection. When utilizing a warning line system, regardless of work activity, it shall be erected not less than fifteen (15) feet from the roof edge. Further details on fall protection are contained in the Fall Prevention & Protection section of the Boldt Safety Manual.
- j. Subcontractor agrees to follow Boldt's Utility Damage Prevention Process (UDPP) which includes a pre-work meeting with the required parties. Hydro excavation or hand digging will be required when working within twenty-four (24) inches of an estimated, known or exposed utility. Potholing is not permitted. Refer to Boldt's Trenching, Excavation and Ground Disturbance Policy.
- k. For subcontractors whose work may create an exposure to respirable crystalline silica, Subcontractor shall submit a written exposure control plan to Boldt for the work. The plan shall meet or exceed all laws and regulations (including applicable OSHA regulations) related to the protection of its employees against exposure to hazardous silica levels to include engineering controls, safe work practices, respiratory protection requirements and housekeeping measures.

B. Daily All-Hands Meeting and Stretch-and-Flex

Subcontractor agrees and acknowledges that each of its employees at the Project, regardless of position or title, shall participate in the daily All-Hands Meeting and stretch and flex at the time established by the project.

C. Meetings and Orientation

Subcontractors and their employees will be expected to participate to the same degree as Boldt employees in the following project safety activities: scope kick-off meetings, project safety orientations, tailgate safety meetings, job-wide safety meetings, STA and planning meetings, safer together site walks, and any other project safety meeting as required by the Project.

D. Safety Audits and Inspections

Subcontractor shall conduct and document regular safety audits and inspections to ensure

that the work is being performed in a safe manner. The written results of such inspections must be submitted to Boldt at least weekly.

E. Training/Use of Equipment

Subcontractor shall permit only those of its employees qualified by training and experience to operate equipment and machinery. Records of applicable training will be submitted to Boldt upon request for review from the project team. Any use of Boldt owned/leased equipment by a subcontractor must be approved and signed off using the **Boldt Equipment/Material Usage Waiver and Indemnity Agreement**.

F. Safety Recognition Program

Subcontractors shall participate in Boldt's CSI Program or create their own site safety recognition program based on the project requirements which shall encourage reporting of safety hazards and near misses. The program shall not be implemented to discourage any Subcontractor employee from reporting any injury or near miss.

G. Safety Orientation:

The Boldt Company has partnered with Convergence to facilitate the online completion of Boldt's Safety Orientation. This method ensures that all individuals working on Boldt's project sites receive consistent orientations.

All individuals entering Boldt's project site are **required** to complete all orientation activities prior to coming on-site. These orientations are an annual requirement and will expire one (1) year after completion date. The annual orientation activities include, but are not limited to:

- Boldt Project Rules
- Boldt Safety Orientation
- Boldt Safety Orientation Quiz
- Suicide Awareness

**Please note that each individual arriving at our sites will still receive a site-specific orientation.*

A benefit of Convergence is that the platform is easily accessed online via smart phones or laptops. If a prospective employee arrives at a Boldt project site without completing the Boldt orientation activities in Convergence, they can complete it on their phone or a site laptop before entering the project site.

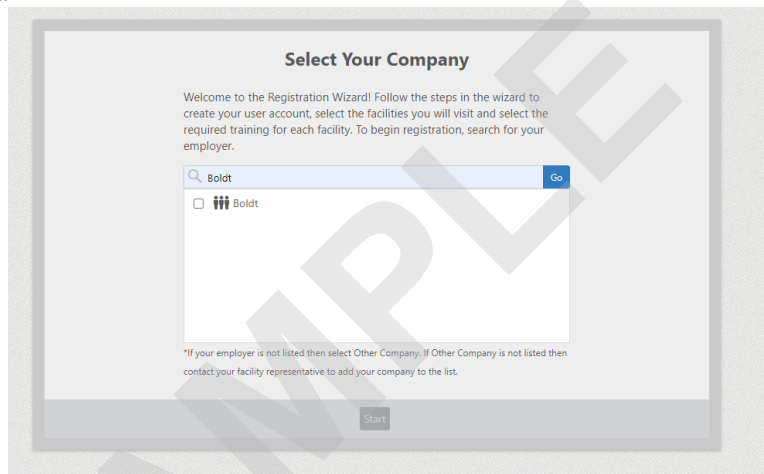
Once an individual has completed their required orientation, they can print or take a screenshot of their Convergence Certificate and then be allowed onsite. Each individual will receive a Boldt hard hat/helmet orientation sticker that must be displayed while working onsite. Individuals who do not display a Boldt hard hat/helmet orientation sticker will not be allowed on the project site and will be asked to complete the current year orientation.

The following pages include the Instructions for Convergence Online Safety Orientation.

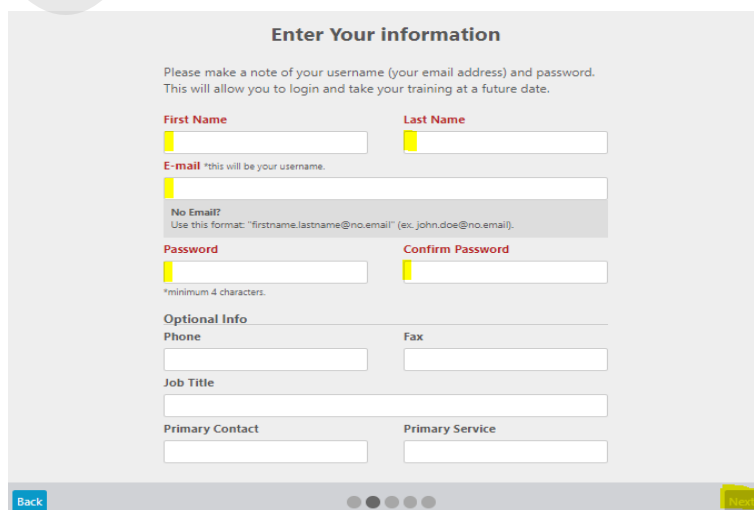
Instructions for Convergence Online Safety Orientation: Subcontractors & Owners



1. Scan the QR code or click on the link below to complete the required Boldt Orientation. <https://theboldtco.contractortrainingonline.com/BoldtCompany>
2. **For new employees** click on the **Register** button at the login page.
3. On the "Select Your Company" page, enter the name of your organization in the "Search" box and click **GO**. Your company name should be automatically loaded in the list below. Click on your company's name and click save.
****If your company is not in listed in Convergence, please contact your Boldt site safety professional.**

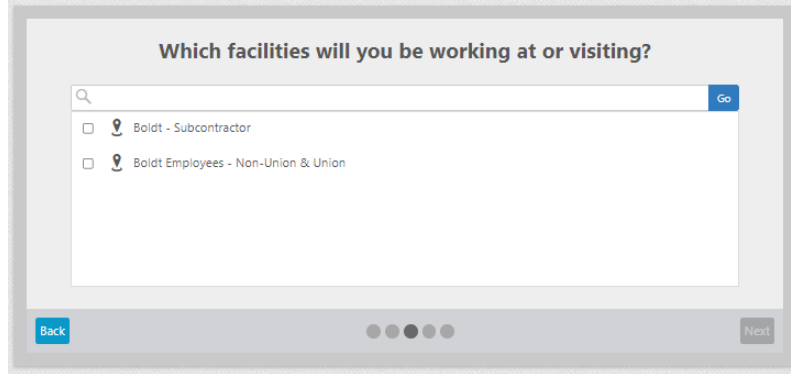


4. After Selecting your company, fill out the required form with your First/Last name, email (use firstname.lastname@no.email format), and create a password. Click **NEXT** to move on.



5. Select **"Boldt-Subcontractor"** as the work site location. Click **NEXT** to move on.

****If your company is an owner or representative/vendor, please use "Boldt-Subcontractor".**

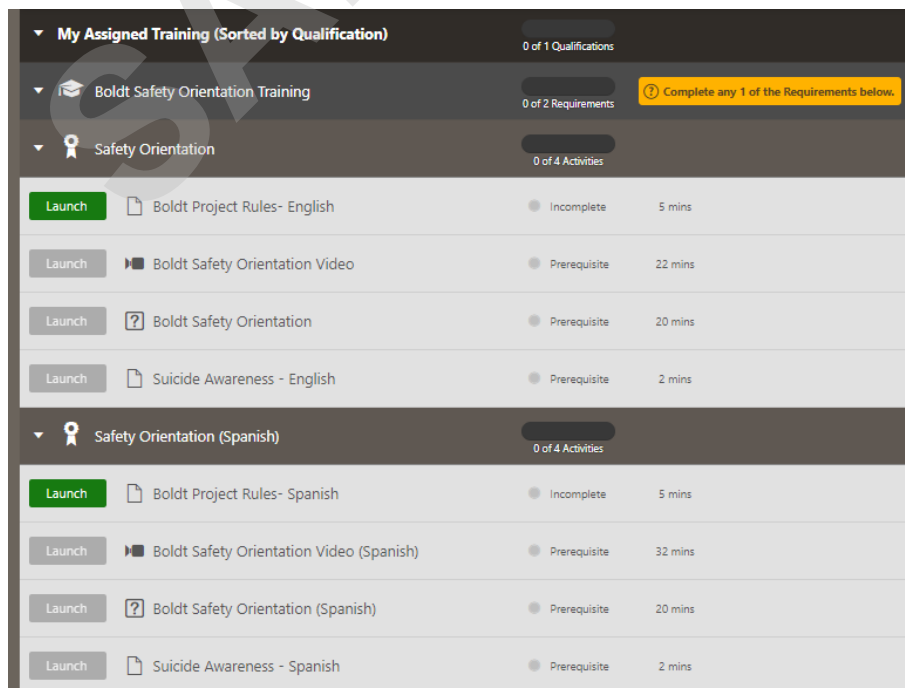


6. Confirm all information is correct and click **COMPLETE REGISTRATION** to move on.

7. The **MY TRAINING** tab should appear with a list of 4 activities:

- *Boldt Project Rules*
- *Boldt Safety Orientation*
- *Boldt Safety Orientation Quiz*
- *Suicide Awareness*

Complete all 4 activities before coming on-site to be acquainted with the safety procedures and policies of the jobsite. *NOTE: the trainings in the tab are separated by language, you only need to complete the 4 activities that pertain to the language you select to be oriented on to achieve certification to be on-site. Complete each training in order, starting at the top. When you are completed in one training, another will "Launch" for you to complete.*



Section	Activity	Status	Duration
Safety Orientation	Boldt Project Rules- English	Incomplete	5 mins
	Boldt Safety Orientation Video	Prerequisite	22 mins
	Boldt Safety Orientation	Prerequisite	20 mins
	Suicide Awareness - English	Prerequisite	2 mins
Safety Orientation (Spanish)	Boldt Project Rules- Spanish	Incomplete	5 mins
	Boldt Safety Orientation Video (Spanish)	Prerequisite	32 mins
	Boldt Safety Orientation (Spanish)	Prerequisite	20 mins
	Suicide Awareness - Spanish	Prerequisite	2 mins

8. Print the certificate **OR** take a photo of completion certificate when all training is complete. **All employees are expected to bring their certificate of completion to the jobsite on their first day of work.**

SAFETY RISK MITIGATION PLAN

Major Steps (What) <small>A logical segment of the operation when something happens to advance work.</small>	Key Points (How) <small>Anything in a step that might make or break the job, injure the worker, or make the task easier.</small>	Key Point Reasons (Why) <small>Explains the purpose of the key point relative to the following Key Performance Indicators (KPI): Safety, Quality, Throughput, Technique or Cost.</small>
<ol style="list-style-type: none"> Attend and participate in scope kick-off meeting approximately 2 weeks prior to starting work. Create a scope specific safe work plan and review the Safety Task Analysis (STA) form, which will be provided at the Project site. 	<ul style="list-style-type: none"> The scope kick-off meeting will be held and facilitated by Boldt site leadership and trade partner leadership for the project. The trade partner or subcontractor will create a safe work plan breaking down the primary steps of the work activities, identify the hazards with each step, and call out the controls that will be used to mitigate the hazards associated with this work activity. This will be submitted to project leadership for review and approval prior to performing this activity. This specific safe work plan will be reviewed with the employees performing the work prior to the start of the task and any subsequent days to see if any changes or adjustments are needed. 	<ul style="list-style-type: none"> These meetings will be led by Boldt project leadership to ensure the subcontractors and trade partners have planned for high-risk activities, understand Boldt's expectations, and coordinate upcoming work activities to ensure our task performers are set up for success. This clarifies expectations on the Boldt project site and creates accountability based on the contract. The safe work plan is a technique to identify the dangers specific to the task the employees are to perform so that controls may be put in place to reduce the risk of injury to the worker. It will also help the worker understand the workflow more easily and effectively and have a platform to communicate any feedback or ask questions.
<ol style="list-style-type: none"> The Boldt Safety Task Analysis (STA) form is to be completed for all work tasks. 	<ul style="list-style-type: none"> The STA process will be followed for each new task including de-briefings after lunch and the next day. STA's should reference the safe work plan that was developed from the scope kick-off meeting. STA's will be completed in the work area. STA's will be submitted at the end of the day to site supervision or uploaded to the document control system used on the project i.e., PlanGrid, ACC, etc for review. A copy of the STA form can be obtained through your Boldt contact. 	<ul style="list-style-type: none"> The STA is an opportunity to identify the hazards in the work area by all crew members and to discuss the controls that will be used to mitigate the hazards. By submitting the STA's at the end of the day, it gives Boldt an opportunity to audit the STA for content as well as coach subcontractors on expectations. De-briefings give the crew a chance to re-adjust as plans or work activities change throughout the day and make everyone on the crew aware of hazards.
<ol style="list-style-type: none"> Participate in a Daily All-Hands Meeting with Boldt project leadership and participate in stretch and flex. 	<ul style="list-style-type: none"> Foreman or crew lead and all employees attend Daily All-Hands Meeting. All personnel will participate in the daily stretch and flex program. 	<ul style="list-style-type: none"> To understand what site-specific safety and task coordination is taking place for the day. Trade partner/subcontractor foreman/crew leads share their daily work activities at the meeting to communicate hazards, logistics for unloading, crane picks, pours, etc. The Safety Communicator will also be shared once a week at this meeting that will cover a specific safety topic, and this is a time to recognize team members for a job well done. The morning stretch and flex is a chance to get the blood flowing by performing stretches, as a group. It additionally creates an open and psychologically safe atmosphere and builds camaraderie allowing employees to feel comfortable bringing up safety concerns.
<ol style="list-style-type: none"> Pre-planning and scope kick-off meetings will be held with sub-tiered subcontractors working for the trade partner/subcontractor 	<ul style="list-style-type: none"> This will be held and facilitated by subcontractor/trade partner leadership in conjunction with Boldt site leadership and the tiered sub. 	<ul style="list-style-type: none"> These meetings will be led by project leadership from the subcontractor to ensure our teams, including all tiered subcontractors and trade partners have planned for high-risk activities, understand Boldt's expectations, and

If required by subcontractor

Major Steps (What) A logical segment of the operation when something happens to advance work.	Key Points (How) Anything in a step that might make or break the job, injure the worker, or make the task easier.	Key Point Reasons (Why) Explains the purpose of the key point relative to the following Key Performance Indicators (KPI): Safety, Quality, Throughput, Technique or Cost.
requiring the Safety Risk Mitigation Plan.		coordinate upcoming work activities to ensure our task performers are set up for success. This clarifies expectations on the Boldt project site and creates accountability for those overseeing the next level subcontractor that they are responsible for based on the contract.
6. Participate in Safer Together Walks	<ul style="list-style-type: none"> ▪ A trade partner/sub representative will attend the weekly Safer Together Walks and share findings at the next Daily All-Hands Meeting. 	<ul style="list-style-type: none"> ▪ When performed together by our project leadership and crew members, it allows us the ability to engage everyone on site in real time. It is a time for feedback, positive recognition, and lessons learned that we can be shared with the entire project team in our daily all-hands meetings and STA discussions.
7. Trade partner/sub will participate in the Continuous Safety Improvement (CSI) Program	<ul style="list-style-type: none"> ▪ Continuous Safety Improvement (CSI) cards can be obtained from Boldt supervision and completed cards turned into Boldt supervision. A formal recognition program may be established on the project to further communicate identified hazards and highlight individuals that are participating in the program. 	<ul style="list-style-type: none"> ▪ Our trade partners and subcontractors are a part of Boldt's safety culture. A key component of this culture is participation in our Continuous Safety Improvement or "CSI" program aimed at recognizing hazards and near misses and correcting them. Participating in Boldt's CSI program gives everyone a chance to communicate a hazard and share what was done to control it.
8. A Designated Safety Representative will be required based on the number of personnel on site and high-risk activities. If the company does not have a Designated Safety Representative, the Project Manager for the project must perform these duties and meet the criteria for a safety representative as well as the coverage criteria.	<ul style="list-style-type: none"> ▪ Criteria for a Safety Representative: <ul style="list-style-type: none"> ○ OSHA 30 HOUR ○ 3 years' experience in construction ▪ Criteria of coverage: <ul style="list-style-type: none"> ○ 1-14 employees – 1 visit per week ○ 15-35 employees – 2 visits per week ○ 36 or greater – 1 full time w/ additional full time after 85 employees on site ▪ A copy of the audit or summary of the visit will be submitted to Boldt supervision after each visit, or a debriefing meeting will be held with the Boldt Project Manager, Superintendent and/or Safety personnel. 	<ul style="list-style-type: none"> ▪ Visits from a designated safety representative for the subcontractor performing the work will build a relationship with the Boldt project team members as well as an understanding of expectations when on a Boldt project site. This is an opportunity to identify hazards, evaluate the need for additional planning or skill gaps, provide training and implement corrective actions together as one team with Boldt.

If required per subcontract