



SUBCONTRACT AGREEMENT

JOB # #####

SUBCONTRACT: ###

COST CODE: 00 00 00

THE STATE OF TEXAS

COUNTY OF JEFFERSON

THIS AGREEMENT made this **[Insert Date]**, Two Thousand Twenty, by and between **Construction Zone of Southeast Texas, LLC**, 231 N. Twin City Highway, Nederland, Texas 77627, Phone: (409) 729-8989, Fax: (409) 729-8987, hereinafter called "Company" and **[Insert Company Name, Address, Phone Number, Contact]**, hereinafter called "Subcontractor".

That Company and Subcontractor for the consideration hereinafter named, agree as follows:

ARTICLE 1 - CONTRACT DOCUMENTS

The Contract Documents for this Subcontract consist of this agreement, the A101 Contract between the Company and Sabine Pass ISD, including **AIA 201 General Conditions, available at www.cziglobal.com/plan.html**, all addenda and modifications issued subsequent thereto, **per plans & specifications per attached Exhibits:**

Exhibit 'A' – Project Document Log

Exhibit 'B' – Scope of Work

Exhibit 'C' – Schedule

Exhibit 'D' – COVID-19 Precedures

for the project called "[Project Name] located at [Project Location]; plans prepared by [Architect/Engineer Name, Address, Phone Number]. The visual inspection of the project was an additional factor of this scope of work. All of the above documents which form the agreement between the Owner and Company are a part of this agreement and shall be available for inspection by the Subcontractor, compliance with all terms and conditions of which pertaining to the work called for under this subcontract, Subcontractor covenants to perform in accordance with the tenor of said documents. In the event of a conflict between the aforementioned documents and this agreement, this agreement shall take precedence.

ARTICLE 2 - THE WORK

The General Contractor shall furnish for the considerations herein mentioned, all supervision, coordination and management of the job. The Subcontractor shall furnish for the considerations herein mentioned, all labor, material, equipment, supervision of their work (to include an English speaking representative at all times while on site), insurance, all permits and fees necessarily required to complete the following work in accordance with the terms and conditions of this Contract and the contract referred to in Article 1 of this Contract: Scope of work to be as follows: **[TRADE]** per plans and specifications including but not limited to the following: **per attached Exhibit 'B' – Scope of Work.**

ARTICLE 3 - TIME

Time is of the essence, the Subcontractor agrees not to exceed schedule milestones per attached *Exhibit 'C' - Schedule*. You must contact [Superintendent Name, Phone Number] for scheduling your work.

ARTICLE 4 - CONTRACT SUM

Company shall pay Subcontractor for the full, faithful and prompt performance of this subcontract, subject to additions and deductions by Change Order as hereinafter provided the contract sum of [TOTAL CONTRACT AMOUNT] (\$000,000.00).

Subcontractor shall invoice Company by or before the 20th day of the month after commencement of the work hereunder for payment for materials incorporated in the work and work performed and in place during the preceding month or part thereof. Company shall have the right, but not the obligation, to verify that the materials as invoiced have been incorporated in the work and that the work as invoiced has been performed and is in place. Company shall pay to the Subcontractor the amount invoiced less FIVE percent (5%) retainage by or before the **20th of the following month or within three (3) days of Company's receipt of funding from Owner** *provided the work is complete as stated in the invoice. The remaining FIVE percent (5%) shall be paid by the Company within thirty-one days after full and final completion, acceptance of the project by Owner or Owner's representative, and payment to the Company. *NOTE **ARTICLE 8 for additional payment requirements.**

The Company may require as a condition for partial payment that the Subcontractor submit lien waivers through the date and for the amount covered by the invoice and will require as a condition of final payment proof of and/or lien waivers from the Subcontractor, his materialmen, laborers and sub-contractors.

ARTICLE 5 - OTHER PROVISIONS

INSURANCE: Subcontractor, shall, at its own cost and expense, secure in the limits as **specified below**, and keep in force the following insurance. The insurance required shall be written for not less than the following or greater if required by law:

GENERAL LIABILITY

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate (Per Project)
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury

The policy must include the following:

- 1) 30 days written notice of cancellation, material change, or reduction in limits endorsement in favor of all Entities listed below.
- 2) Waiver of Subrogation endorsement in favor of all Entities listed below and Owner
- 3) Additional Insured endorsement in favor of all Entities listed below and Owner, which must include completed operations and stay in effect throughout the statute of repose
- 4) Primary and Non-Contributory Language endorsement in favor of all Entities listed below and Owner
- 5) Products and Completed Operations coverage should be maintained throughout the statute of repose
- 6) General Aggregate Limit of Insurance Per Project endorsement.
- 7) Coverage for Independent Contractors, if any.

AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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The policy must include the following:

- 1) 30 days notice of cancellation, material change, or reduction in limits endorsement in favor of all Entities listed below
- 2) Waiver of Subrogation endorsement in favor of all Entities listed below and Owner
- 3) Additional insured. endorsement in favor of all Entities listed below and Owner

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

Standard Workers' Compensation policy with Employers Liability coverage

Statutory	Workers' Compensation
\$1,000,000	Each Accident
\$1,000,000	Disease Policy Limit
\$1,000,000	Disease Each Employee

The policy must include the following:

- 1) 30 days notice of cancellation, material change, or reduction in limits endorsement in favor of all Entities listed below
- 2) Waiver of subrogation endorsement in favor of all Entities listed below and Owner

UMBRELLA EXCESS LIABILITY

\$5,000,000 Umbrella Excess Liability

Subcontractor will maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described above on a primary and non-contributory basis, which is at least as broad as each and every area of the underlying policies. The amount of insurance required for underlying and excess insurance may be satisfied by purchasing coverage for the limits specified.

The Subcontractor shall cause his agent to furnish the Company certificates evidencing such insurance within ten (10) days of date of this Agreement but in all cases prior to commencement. The certificates shall state that the coverages herein shall not be canceled until thirty (30) days has lapsed from date of notification to the Company by certified mail of cancellation of the above coverages. Construction Zone International LP, Construction Zone International GP LLC, Construction Zone of Southeast Texas LLC, Construction Zone of Texas LLC, Construction Zone - Louisiana LLC, Construction Zone of DFW LLC as additional insured's status on a primary and non-contributory basis as per forms CG2010 0704 and CG2037 0704 with Waiver of Subrogation in favor of all aforementioned applies. No payment will be processed until Construction Zone of Texas LLC receives the original insurance certificate from the insurance company.

ARTICLE 6 - OTHER PROVISIONS

BONDS: If requested by the Company, the Subcontractor shall furnish at its own cost a bond covering the faithful performance of the work and/or labor herein subcontracted and for the payment of all obligations arising hereunder and to be performed by Subcontractor in such form and amount and with such sureties as the Company may approve.

CHANGE ORDER: No alterations, additions or deletions shall be made in the materials to be furnished or the work to be performed under this Contract or the contract documents set out in Article 1 hereof, except pursuant to a written change order signed by both Company and Subcontractor. The value of the materials and/or alterations, additions or deletions by written change order as aforesaid shall be determined by both the Company and Subcontractor and shall be added to or deducted from the contract sum, as the case may be. No extra charge will be processed unless accompanied by a signed change order. Payment for all change orders must be a separate line item on monthly billing for each change order. Change order procedure to be as follows: Upon first notice by Subcontractor of need for change in the work, Subcontractor is to notify Construction Zone of Southeast Texas, LLC Project Manager named at the end of this Subcontract Agreement and no others. If requested at that time, Subcontractor is to e-mail a quote to the Project Manager of Construction Zone of Southeast Texas, LLC describing the change and the cost for the change. The Subcontractor is not to make the change in the work until receiving an e-mailed memo from the Project Manager of Construction Zone of Southeast Texas, LLC or an e-mailed copy of the Subcontractor's quote signed by the Project Manager of Construction Zone of Southeast Texas, LLC of change order signed by the Project Manager of Construction Zone of Southeast Texas, LLC. If a memo or quote is used for temporary written approval, a change order will be issued as soon as possible. Subcontractor is to attach a copy of the change order to the invoice for the change order and is not to submit the invoice without the change order attached to it. It is not the jobsite Superintendents' responsibility to authorize approval of changes in the work or additional work, nor is he authorized to approve any changes in the work or additional work.

DAMAGE TO OTHER WORK: In carrying out his work, the Subcontractor shall take necessary precautions to protect the finished work of other trades from damage caused by his operations and Subcontractor shall repair and/or replace to the Company's satisfaction and on the Company's demand all damage caused by his operation at no expense to the Company.

CLEAN UP: Subcontractor shall at all times keep the premises free from accumulations of waste material, lunch trash, debris or rubbish caused by his employees or work. At the completion of each work day he shall place all waste material, debris and rubbish from and about the project to the appropriate company supplied dumpster or trash receptacle, At the completion of each work week he shall remove or store in an approved area all his tools, equipment, waste and surplus materials and shall leave his work area "broom clean" or its equivalent. If work is conducted in an owner occupied space, then the work area shall be returned to the same condition or better than the original condition encountered upon completion of the work each day. If the subcontractor fails to comply with the housekeeping safety protocols or commence clean up duties within 24 hours after receipt from the Contractor of written notice of noncompliance, the contractor may implement such safety and cleaning measures without further notice and deduct the cost thereof from any amounts due or to become due to the subcontractor.

SAFETY: The Subcontractor shall be responsible for initiating, maintaining and supervision all safety precautions and programs in connection with the performance of the Contract and shall conform to all provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, Inc. latest edition and the Subcontractor further agrees to fully comply with all safety standards required by the Occupational Safety and Health Administration ("OSHA") 29 USC Section 651 et seq., and all amendments thereto. However, the Subcontractor's duties herein shall not relieve any Sub-subcontractor and any other person or entity, including any person or entity required to comply with all applicable federal, state and local laws, rules, regulations and ordinances, from the obligation to provide for the safety of their employees, persons and property and their requirements to maintain a work environment free of recognized hazards.

Subcontractor's employees, agents, Sub-subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall not perform any service for Contractor while under the influence of any amount of alcohol or any controlled substance, or use possess, distribute or sell alcoholic beverages while on Owner's premises. No person shall use, possess, distribute or sell illicit or unprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription drugs; or act in contravention of warnings on medications while performing the Work or on Owner's premises.

Subcontractor has implemented its own or will adopt the Construction Zone Safety Manual to assure a drug-free and alcohol-free workplace while on Owner's premises or performing the Work. Contractor will remove any of its employees, agents, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, from performing the Work or any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such person, and at any time an incident occurs where drug or alcohol use could have been a contributing factor, Contractor has the right to require Subcontractor to remove any person from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, the person so removed may only be considered for return to work after the Subcontractor certifies as a result of a for-cause test, conducted immediately following removal that said person was in compliance with this Contract. Subcontractor will not use any person to perform the Work who fails or refuses to take, or tests positive on any alcohol or drug test.

Subcontractor will comply will all applicable federal, state and local drug and alcohol-related laws and regulations (e.g., Department of Transportation regulations, Drug-Free Workplace Act). Owner has also banned the presence of all weapons on the Project site, whether or not the owner thereof has a permit for a concealed weapon, and Subcontractor agrees that Subcontractor's representatives, employees, agents and sub-subcontractors abide by same.

Subcontractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. Employees on the Work, and other persons on Owner's premises, and other persons who may be affected thereby, including the installation of fencing or other forms of safety barricades between the Work site and the occupied portion of a connecting or adjacent educational facility;
2. The Work and materials and equipment to be incorporated therein, whether in storage or off-the-site under care, custody or control of the Subcontractor or Sub-subcontractors; and
3. Other property at the site or adjacent thereto, such as other building, fencing, trees, shrubs, lawns, walks, athletic fields, facilities and tracks, pavements, roadway, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Subcontractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage injury or loss.

The Subcontractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards, for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Subcontractor shall also be responsible, at the Subcontractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Subcontractor. Subcontractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Subcontractor employees.

When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Subcontractor shall exercise utmost care and carry on such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Contractor. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance by authorities having jurisdiction and in writing by Contractor, Owner and Architect. When use or storage of hazardous materials or equipment or unusual construction methods are necessary, the Subcontractor shall give the Contractor reasonable advance notice of the presence or use of such materials, equipment or methods.

The Subcontractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in previous Clauses caused in whole or in part by the Subcontractor, Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Subcontractor is responsible under previous Clauses, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Subcontractor.

The Subcontractor shall designate a responsible member of the Subcontractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Subcontractor's superintendent unless otherwise designated by the Subcontractor in writing to the Contractor.

Additionally, Subcontractor shall submit a Safety Plan for the Contractor's approval prior to commencing the Work which meets or exceeds the minimum requirements set forth in the provisions of the Construction Zone Safety Plan. The Subcontractor's Safety plan shall become a part of this Contract. If the Subcontractor's Safety Plan does not meet the standard of Construction Zone Safety Plan then the Construction Zone Safety Plan shall become a part of this contract.

Unless otherwise specified in the contract Documents, Subcontractor shall be responsible for initiating, maintaining, supervising, and enforcing all safety precautions and programs in connection with the Work. It shall be the duty and responsibility of the Subcontractor and all of its subcontractors to be familiar and comply with all requirements of Public Law 91-596, 29 U.S.C. §§ 651 et.Seq., the Occupational Safety and Health Act of 1970, (OSHA) and all amendments, thereto, and to enforce and comply with all of the provisions of the Act. Subcontractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

However, the Subcontractor's duties shall not relieve any sub-subcontractor(s) or any other person or entity (e.g. a supplier) including any person or entity with liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards.

The Subcontractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

When all or a portion of the Work is suspended for any reason, the Subcontractor shall do all things necessary to protect the Owner's premises and all person from damage and injury.

The Subcontractor shall promptly report in writing to the Contractor all accidents arising out of or in connection with the Work which cause death, personal injury or property damage, giving full details and statement of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Contractor.

The Subcontractor shall be responsible for the protection and security of the Work until it receives written notification that the Substantial Completion of the Work has been accepted by the Owner.

ASSIGNMENT: Subcontractor shall not assign this Subcontract or any amounts due or to become due thereunder to any third party, nor subcontract the whole or any portion of this Subcontract.

WARRANTY: Subcontractor warrants that all materials and equipment furnished and incorporated by him in the job shall be new unless otherwise specified, and that all work under this Contract shall be of good, free from faults and defects and in conformance with the contract documents for at least one year from the date of final payment or acceptance by Owner, whichever is the later. All materials furnished and work performed by Subcontractor must meet with the complete satisfaction of Company. All work not conforming to these standards may be considered defective. The warranty provided in this paragraph shall be in addition to and not in limitation of any other warranty or remedy required or provided by law or by the contract documents.

COOPERATION: Subcontractor shall cooperate with the Company and other subcontracts whose work might interfere with the Subcontractor's work, and shall participate in the preparation of coordinated drawings in areas of congestion as required by the contract documents, specifically noting and advising the Company of any such interference.

PROGRESS: Subcontractor shall furnish sufficient labor, tools and equipment to perform his obligations hereunder and allow the job to progress in an orderly manner, without delay or inconvenience to their crafts or subcontractors. Should Subcontractor fail to keep with the progress of the work as specified in the contract documents, he shall work overtime without additional compensation, if requested to do so by the Company. If Subcontractor shall delay the material progress of the work so as to cause any damage for which Company shall become liable, Subcontractor shall make good to Company any such damages over and above any damage for general delay herein otherwise provided. Subcontractor will be given 24 hours to correct the delay. Delays beyond 24 hours will result in termination of the contract.

LABOR CONDITIONS: Subcontractor shall fully inform himself concerning local considerations relating to labor regulations and conditions and shall employ such workmen and methods as will not cause interruption in or interference with his own work or that of other trades or crafts. Subcontractor shall pay the prevailing wage as required by the Davis Bacon Act approved prevailing wage list, and on Company's demand pay all damages caused by failure to do so at no expense to Company.

PERMITS AND LICENSES: Subcontractor shall, at his own cost and expense, apply for and obtain all necessary permits and/or licenses and conform strictly to the laws and ordinances in force in the locality where the job is located. If any work performed hereunder is contrary to such laws and ordinances, the Subcontractor shall assume full responsibility therefor and shall bear the costs attributable thereto.

SITE EXAMINATION: Subcontractor acknowledges and represents that he has fully informed himself as to the existing conditions and limitations at the job site and the burden of this knowledge shall be on the Subcontractor.

ACCEPTANCE OF SURFACES: If any part of the Subcontractor's work depends for proper executions or results upon the work of Company or any contract of Subcontractor, the Subcontractor shall inspect and promptly report to the Company any defects in such other work that render it unsuitable for such proper execution and results. Subcontractor's failure to inspect and report shall constitute an acceptance of the other work as fit and proper for Subcontractor's work.

TAXES AND LAW: Subcontractor shall comply with Federal, State, and local tax laws, social security acts, unemployment compensation acts and workmen's compensation acts insofar as applicable to the performance of this subcontract.

ARBITRATION: All claims, disputes and other matters in question arising out of, or relating to, this subcontract, or the breach thereof, shall be decided at the option of Company by arbitration in the same manner and under the same procedure as provided in the contract documents with respect to disputes between the Owner and the Company.

ARTICLE 7 - TERMINATION

If Subcontractor is adjudged a bankrupt, or if he makes general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently refuses or fails to supply sufficient properly skilled workmen or proper material to perform his obligations hereunder, or if he fails to make prompt payment to his employees, subcontractors or suppliers, or persistently disregards instructions of the Company or laws and ordinances of any public authority having jurisdiction, or in any other manner fails to observe or perform the provisions of the Subcontract, then the Company may, without prejudice to any right or remedy and after giving the Subcontractor and his surety, if any, upon twenty-four (24) hours written notice, or if such condition cannot reasonably be eliminated within such time, reasonable appropriate efforts to eliminate such condition have been commenced within twenty-four (24) hours of such written notice and are diligently pursued until the condition is eliminated, terminate the Subcontractor's right to proceed with the work. In such event, Company may, but shall not be required to do, take over and prosecute the work to completion, by contract or otherwise, and Subcontractor shall be liable to the Company for any cost incurred by the Company in completing such obligations of Subcontractor, such cost to be deducted first from any sums owed to Subcontractor. In any such case, company may take possession of and utilize in completing the work such materials, equipment, tools and machinery on the site of the work and necessary therefor.

ARTICLE 8 - GOVERNING LAW

This subcontract shall be governed by the laws of the State first written above.

ARTICLE 9 - ADDITIONAL TERMS AND CONDITIONS

Please provide us with names, addresses, phone numbers and contacts for each of your suppliers and vendors used for this project. **This information is required by the Company to insure all payments are made to the suppliers. The Company reserves the right to write joint checks to all suppliers on the job as referenced in Article 1.** (If you need additional space, please use the back of this page or attach another sheet of paper.) **If the section below is not filled out completely payment WILL NOT be made to subcontractor.**

VENDOR	ADDRESS	PHONE #	CONTACT

A completed W-9 must be provided to Construction Zone before any payments will be issued.

ARTICLE 10- INDEMNIFICATION

Subcontractor and all of their subcontractors of any tier, agree to save, indemnify, defend, and hold harmless Owner, Architect, Engineer, and General Contractor, their parent, affiliate, and subsidiary, or successor companies, and their respective officers, directors, employees, representatives, agents, from and against all claims, damages, demands, causes of action, suits, judgments, penalties, costs, and losses, including without limitation attorney's fees and legal expenses, arising out of this contract. Indemnification is not limited to the insurance outlined above, nor is it limited by any negligence of any of the parties indemnified, but only to the extent caused by a negligent act or omission of Subcontractor or someone for whose acts Subcontractor is responsible.

Contractor and Subcontractor further agree that should the provisions of SUBCHAPTER C OF CHAPTER 151 of the Texas Insurance Code apply to this Subcontract, this Agreement shall not affect SUBCHAPTER C OF CHAPTER 151 of the Texas Insurance Code and no provision of this Subcontract shall impose any requirement on Subcontractor that is prohibited by such SUBCHAPTER, and that any of the provisions of this Subcontract not prohibited by SUBCHAPTER C OF CHAPTER 151 of the Texas Insurance Code shall all remain in full force and effect.

ARTICLE 11- COMPLETE AGREEMENT

This subcontract contains the entire Agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto.

ARTICLE 12- ACKNOWLEDGEMENT OF SUBCONTRACT GENERAL PROVISIONS

By its execution hereof, Subcontractor acknowledges that it has read and agreed to all of the terms, conditions and provisions set forth herein and that these subcontract general conditions will be incorporated by reference in all subcontracts entered into between Construction Zone of Southeast Texas, LLC and the undersigned unless otherwise provided in such subcontract agreement. The execution of these Construction Zone of Southeast Texas, LLC Subcontract General Provisions shall not confer any rights to Subcontractor with regard to any specific Work unless and until a Subcontract is executed between the parties incorporating this document by reference. Notwithstanding the foregoing provision, these Subcontract General Provisions shall control all obligations and activities of Subcontractor on any jobsite or Work undertaken by or on behalf of Contractor.

The obligations of Construction Zone of Southeast Texas, LLC and the subcontractor are expressly contingent upon final signed contract between the owner and Construction Zone of Southeast Texas, LLC and receipt of Notice to Proceed from the Owner to Construction Zone of Southeast Texas, LLC.

SUBCONTRACTOR:
[Contractor Name]

By: _____

Printed Name: _____

Title: _____

Date: _____

GENERAL CONTRACTOR:
Construction Zone of Southeast Texas, LLC

By: _____

James English, Vice-President

Date: _____



EXHIBIT 'B'

Scope of Work – [Contractor Name]

Furnish all materials, labor and equipment as necessary to provide a complete and turnkey installation of the Painting scope of work as detailed in the contract documents, including but not limited to the following:

GENERAL

1. Acceptance of Exhibit A Project Document Log.
2. Per plans and specifications
3. Removal of all trash and debris resulting from your work DAILY.
4. All installations to be per State and Local applicable codes.
5. Subcontractor is solely responsible to receive and unload all his material and equipment.
6. All necessary equipment as needed for this scope of work
7. Furnish ALL required shop drawings, submittals, and MSDS books prior to commencement of any work. All shop drawings and submittals must be turned in to the General Contractor for approval prior to first month's pay application.
8. Attend mandatory safety and scheduling meetings with an English speaking supervisor, time and location to be determined by Project Superintendent.

PROVISIONS:

1. Scope Specific Items to be determined later

Cost Code: 00 00 00

TOTAL BASE CONTRACT AMOUNT \$000,000.00

EXCLUSIONS:

1. Exclusions to be determined

SCHEDULE:

1. Subcontractor shall man job with sufficient forces to execute the work in a timely manner and maintain General Contractor's schedule. Upon execution of this agreement, Subcontract shall immediately identify lead time for materials. Subcontractor shall place orders for materials so as to have materials on site by the date the schedule anticipates work will be ready to begin. If, based on lead time, it is apparent that materials will not be available to start the work by the specified dates, Subcontractor shall immediately notify the General Contractor in writing and seek suitable substitutions for Architect's approval. Subcontractor shall provide all labor and equipment necessary to complete their scope of work in such a time as to not delay the General Contractor's schedule. The Construction Schedule has been discussed and subcontractor has agreed to provide and maintain the manpower necessary so as not to delay this project in any way. No additional monies will be paid for overtime though this project may require that overtime be worked to maintain the construction schedule, which includes 10 hour days and full crews on site during the weekend (Saturday and Sunday). Subcontractor is solely responsible for maintaining their production and installation schedules to meet the Project's Construction Schedule.



April 20, 2020

To Our Vendors, Suppliers and Subcontractors:

Construction Zone International (CZ) values our relationship with each of you and want to share with you our plan for moving forward as we all deal with the COVID-19 outbreak. At this time, CZ is continuing normal operations and working to meet all contractual obligations. According to information from the National Cybersecurity and Infrastructure Agency's Memorandum of Essential Critical Infrastructure, public works and commercial construction are considered as essential business operations.

We want to assure you that we are committed to maintaining a clean and safe work environment; outlined below are our current plans to minimize the potential spread of COVID-19 at our job sites. We cannot do this alone; we need your help in following these guidelines.

Infectious Disease Outbreak Response Plan

Construction Zone International (CZ) values its' employees, their families and each of our subcontractors and owners and want to ensure that everyone is able to access up-to-date information regarding the COVID-19 virus.

From an informational standpoint, the Center for Disease Control provides the latest in guidelines and information. Interested persons should see the following links:

[How to Protect Yourself](#)
[How It Spreads](#)

In addition, OSHA has provided guidance which can be found in the following link:

[OSHA Guidance on Preparing Workplaces for COVID-19](#)

Construction Zone International COVID-19 Guidelines

The COVID-19 virus has led many to be filled with anxiety about the future. New information and opinions can be found everywhere we look. We must not let fear, anxiety, and panic overcome or distract us. CZ has a responsibility to our customers to perform the work we are contractually obligated to perform. Therefore, we will continue providing on-site superintendents to oversee daily operations. Project Managers,



Accounting, Estimating and Human Resource staff will also maintain normal business operations. Our daily operations are continuing and we will not allow a spirit of fear and panic to negatively impact us. Taking proper precautions is not fearful, but shows wisdom. Therefore, we will operate in faith as well as with an abundance of caution.

Basic Infection Prevention Measures:

- All workers entering any CZ job site will have their temperatures taken before beginning work for the day. Temperatures will be taken according to the protocol listed at the end of this document. Workers with temperatures above 99.6 Fahrenheit will not be allowed to enter the worksite and must return home.
- Employees who have symptoms of acute respiratory illness are required to stay home and not come to work until they are free of fever, signs of a fever, and any other symptoms for at least 24 hours, without the use of fever-reducing or other symptom-altering medicines (e.g. cough suppressants). Employees should notify their supervisor and stay home if they are sick.
- Proper handwashing with soap and water is more effective than hand sanitizers and should be utilized when available.
- Hand sanitizer will be made available throughout our offices and in each job trailer for use when soap and water are unavailable.
- Each CZ field employee will be provided a pocket-sized bottle of sanitizer.
- Clorox wipes or other cleaning products will be placed in each job trailer, in the office kitchen, and near each bathroom for use by every employee to clean and sanitize common areas.
- Employees must maintain at least a 6-foot barrier of separation between themselves and others.
- Routinely clean all frequently touched surfaces in the workplace, such as workstations, countertops, and doorknobs. Use the cleaning agents that are usually used in these areas and follow the directions on the label.
- Masks/face coverings will be worn on all job sites by CZ employees and visitors when required by executive order (local, county, state or federal. Currently, Dallas County is the only county that we operate in where this applies.) Subcontractors are required to furnish their own masks/face coverings.

Identification and Isolation of Symptomatic Workers:

- The CDC recommends that employees who appear to have acute respiratory illness symptoms (i.e. cough, shortness of breath) upon arrival to work or become sick during
- the day should be separated from other employees and be sent home immediately. Sick employees should cover their noses and mouths with a tissue when coughing or sneezing (or an elbow or shoulder if no tissue is available).



- Employees diagnosed with COVID-19 must follow current government guidelines for isolation and quarantine.
- Employees exposed to persons with positive tests for COVID-19 should self-quarantine according to current CDC or state/county government guidelines.

Work Place Controls:

- Employees who are at work and exhibit signs of illness will be required to go home so as to not put fellow employees or others at risk.
- No meetings will take place with more than 10 people in physical attendance.
- A 6-foot social distancing barrier should be maintained between people whenever possible.
- No meetings may take place with more than 10 persons who are physically present. If a room cannot hold 10 people without violating the social distancing guidelines, the number of people in the meeting should be reduced.
- Meetings should be held via Zoom or FaceTime whenever possible to minimize physical proximity.
- Field personnel should ensure that adequate ventilation is maintained in work spaces. Open windows to ensure air movement is acceptable as is an AC unit.
- CZ personnel are responsible for frequently wiping down job trailer or job office surfaces (tables, door knobs, bathrooms, etc.)
- Subcontractors are responsible for maintaining a clean, sanitary work area, including responsibility to wipe down/disinfect surfaces. CZ superintendents are responsible to ensure this is occurring.
- The following posters will be placed in offices and job trailers emphasizing hand-washing, and cough and sneeze etiquette.
 - [Do Your Part - Slow the Spread of Germs](#)
 - [Coughing and Sneezing](#)
 - [Handwashing](#)

Reporting Procedures:

- In the event an on-site worker (CZ employee or subcontractor) exhibits symptoms and is removed from the job by the CZ team, the site superintendent will notify the CZ Safety Coordinator.
- In the event an employee of a subcontractor is removed from the job site by the subcontractor, the subcontractor must notify the CZ Superintendent, who will then notify the CZ Safety Coordinator.
- The Safety Manager will notify the CZ Director of Operations or the Project Executive.



Daily Temperature Check Protocol

In accordance with CDC recommendations all jobsite workers (CZ employees, subcontractors and their employees, vendors, etc.) must have their temperature checked before beginning work each day.

- Subcontractors are responsible for taking the temperature of each of their workers while conducting their daily JHA meeting. The crew foreman will take each of his/her team members' temperature and have the worker sign the bottom of the JHA form. Temperatures will be noted on a Pass/Fail method. (99.6 or lower equals pass, higher than 99.6 equals fail and the worker is not permitted to work for the day.
- The subcontractor foreman will present the JHA to the CZ Superintendent for review and to have their temperature checked by CZ.
- CZ Superintendents will be responsible for taking the temperature of all other site visitors.
- No one with a temperature above 99.6 Fahrenheit is allowed to remain on the job site.

This method minimizes the exposure of the CZ Superintendent and will speed up the process of checking in each subcontractor so that all crews can begin their work day as quickly as possible.