Hogan

ATTACHMENT "P"

WORK ORDER FORM

Made and entered as of this **1st day of September 2014,** Subcontractor agrees to faithfully and fully perform the work required in this Work Order Form in accordance with all contract documents and drawings. Subcontractor further agrees that the **SUBCONTRACTOR AGREEMENT – MULTIPLE WORK ORDER Version 2010** which Subcontractor and Contractor executed prior to this Work Order, including all terms, obligations, rights and conditions contained therein, is incorporated in this Work Order by references as if fully restated herein.

PROJECT NAME:	**Clemson Univ., Memorial Stadium, WEZ Component III**
ADDRESS:	1 Avenue of Champions Clemson, SC 29634
OWNER:	**Clemson Univ., University Facilities Capital Projects**
ADDRESS:	Gentry Hall, 191 Old Greenville Hwy. Clemson, SC 29634
SUBCONTRACT NO.:	**4411-01**
PROJECT NO.:	**4411**
COST CODE:	**01-1001**
SUBCONTRACTOR:	**Name, Inc.**
ADDRESS:	Address City State Zip
ATTN.:	**Name**
TELEPHONE:	Telephone # EMAIL: email
FAX:	Fax # MOBILE: #
SUBCONTRACT AMOUNT:	**$00.00 (and xx/100 Dollars)**

PAYMENT & PERFORMANCE BOND TYPE

____ NOT REQUIRED
____ SUBCONTRACTOR PERFORMANCE GUARANTY PROGRAM
____ PAYMENT & PERFORMANCE BOND (included in subcontract amount)
____ PAYMENT & PERFORMANCE BOND (not included in subcontract amount)

Please check classification as appropriate:

☐ Disabled Veteran ☐ Disadvantaged ☐ Emerging Small Business ☐ HUBZone ☐ Minority
☐ Native American ☐ None ☐ Section 8 (a) Qualified ☐ Small Business ☐ Veteran ☐ Women

For the consideration hereinafter named, the receipt and sufficiency of which is hereby acknowledged, the Contractor and Subcontractor hereby covenant and agree that Subcontractor shall perform the Work hereinafter described, all in accordance with this Agreement, the Contract Documents, and all exhibits and addenda hereto.

Attachment A Contract Document List
Attachment B Insurance Requirements
Attachment C Payment and Performance Bond Forms
Attachment D Safety Requirements
Attachment E Prohibited Articles Policy
Attachment F Waiver and Release
Attachment G Subcontract Change Order
Attachment H Affidavit of Subcontractor's and/or Suppliers
Attachment I Subcontract Warranty Form
Attachment J Interim Waiver and Release
Attachment K Sub-Subcontractor / Supplier Interim (Partial) Waiver
Attachment L Subcontractor Application for Payment
Attachment M Project Schedule
Attachment N Affidavit of Payment of All Sales and Use Tax
Attachment O Final Affidavit, Waiver and Release of Suppliers and Sub-Subcontractors
Attachment P Work Order Form

____ PM Review
____ VP Review

Subcontractor, as an independent contractor employed by Contractor, agrees to provide all labor, materials, scaffolding, equipment, systems, machinery, tools, transportation, and supervision necessary to **perform** the following **Work**, all to be performed in connection with the Project, unless noted otherwise. For the purpose of this Subcontract, "provide" shall mean furnish and install; "furnish" shall mean furnish and deliver FOB to the jobsite or as otherwise directed herein; "install" shall mean complete installation or the reference item or scope:

I. Furnish and install **Waterproofing, Caulking, Fire Safing, and Sealant Work** per plans and specifications, including but not limited to the following specification sections, which are considered primary to the Work of this Agreement.

Section	**Description**
Division 01	General Requirements – Complete
071416	Cold Fluid-Applied Waterproofing
078413	Penetration Firestopping
079000	Plaza Deck System
079200	Joint Sealants

* As it applies to this scope of work
** For Coordination purposes

II. PLANS and SPECIFICATIONS

Project Documents per Attachment "A" to this subcontract.

III. INCORPORATED ITEMS

Detailed Scope of the Work: In addition to the foregoing, it is further understood and agreed that this Subcontract agreement includes the below listed items:

Furnish and Install items to include but are not limited to:

1. Cold Fluid-Applied Waterproofing

2. Penetration Firestopping

3. Plaza Deck Paver System

4. Joint Sealants

5. All waterproofing, damp proofing, all protection board, deck coating and pedestal paver systems.

6. Provide protection of materials during installation until a complete finish product is provided.

7. A reasonable amount of repair work is included for unforeseen damage to the installed systems.

8. All cants, special expansion joints, and other materials necessary for the function of the joint systems.

9. All preparation for all surfaces in contact with the joint assemblies. Responsibility for all particular details and items required by the manufacturer that are not shown on the Contract Documents.

10. Furnish all shop drawings, product data, material test reports, samples, sample warranties for verification, compliance certificates, notification of special inspections, documentation, pre-installation conferences, and all other submittals as required by the Contract Documents.

11. Furnish for approval two hard copies and one electronic copy of all submittals for construction, as outlined in the Contract Documents, within two weeks of Notice to Proceed.

12. Furnish for approval all documents required for close out, as outlined in the Contract Documents, 30 days prior to Substantial Completion.

13. All material removed during construction clean-up is to be placed and sorted in the appropriate dumpsters as directed by Hogan Construction Group and provided by others.

14. Provide a complete scope of work in accordance with the Contract Documents, applicable codes, Design Criteria, and all requirements to meet any certifications and warranties indicated.

15. Traffic control (flagmen, barricades, cones) for Subcontractors Scope of Work. Traffic control for others is excluded.

16. Layout of Subcontractor's Work is included. Verify all lines and grades with established benchmarks and adjoining construction. Report any discrepancies if discovered.

17. Subcontractor agrees and understands that the project may be phased due to its complexity and that all scopes of work cannot be completed at one time or by only one mobilization and that additional trips shall be required.

18. Subcontractor shall be responsible for final adjustments to all exposed elements and restoration of same should they become scuffed, scarred or damaged during the duration of the project and the warranty period. Intentional damage by others which can be proven and collected from the party causing the damage shall be reimbursed to the Subcontractor.

19. Where noted in the Contract Documents related to this scope of work the term "Contractor" references this Subcontractor.

General Scope of Work: In addition to the foregoing, it is further understood and agreed that this Subcontract agreement also includes the below listed items:

1. **Supervision**. A qualified, onsite supervisor, capable of communicating with Hogan Construction Group's jobsite superintendent shall be onsite at all times work is being performed by this Subcontractor or second-tier vendor or sub-subcontractors employed by this Subcontractor.
2. **Field Engineering.** Subcontractor shall protect all benchmarks, layout stakes, and monuments. Subcontractor will replace same at its expense, if damaged by its forces. Subcontractor agrees that all layout and survey work required to perform the work of this Subcontract is included. Anchor bolts set by others.
3. **Hoisting**. This subcontractor shall provide all scaffolding, material handling equipment and rigging, work platforms, and hoisting as required for the performance of their scope of work including unloading, staging, installation, etc., and as may be specifically required under their work category.
4. **Erection**. Subcontractor agrees to furnish all associated rigging, hoisting, unloading, handling, unpacking, and services necessary for erection and delivery into and onto the premises of all necessary equipment, material and apparatus. Subcontractor agrees to remove same from premises when no longer required for the performance of this work.
5. **Safety**. Subcontractor shall comply with all OSHA and Hogan Construction Group safety programs and procedures. Subcontractor must provide all safety equipment necessary for this scope of work. Subcontractor must provide contractor with company safety manual, MSDS documentation and required insurance prior to mobilization. This subcontractor must attend or hold safety meetings onsite. Sign in sheet and minutes from this meeting must be turned into Hogan Construction Group's superintendent on a weekly basis. Subcontractor is responsible to prepare, in an acceptable format, a job specific safety plan including a written job hazard analysis.
6. **Project Orientation**. No Subcontractor, or any of its employees, may commence work until all personnel have completed project orientation.
7. **Drinking Water, Lighting, and Trash**. Subcontractor shall provide ice, drinking water, cups, task lighting and associated trash receptacles for his work force.
8. **Sign In**. All employees, visitors, vendors, subcontractors, and owners shall sign in and out daily and shall comply with all safety and project policies.

9. **Temporary Field Office.** This subcontractor shall be responsible to provide its own field offices as required for the execution of its work; however space available on site for office trailers is limited as allowed in the specific scope of work. Utility connections shall be at the subcontractor's expense.
10. **Cellular Telephone**. Subcontractor will provide his onsite supervisor with a hand held cellular telephone at all times while on the jobsite.
11. **Email.** Subcontractor shall maintain an email account for the duration of the project.
12. **Urgent Deliveries/Courier.** This subcontractor will be responsible for next-day postage and courier charges incurred by Hogan Construction Company for returning information to the subcontractor for the Subcontractor's benefit of maintaining the schedule if submittals, etc. are late.
13. **Traffic Control.** Subcontractor shall provide all flagmen and necessary traffic control to control or stop traffic as required for this Subcontract and to insure the safety of the public at all times, including flagmen and traffic control during loading and unloading of deliveries. Where concentrated deliveries, trucking, or other such activities, which require a (City/County) policeman to handle traffic, is encountered, subcontractor shall arrange for and pay for (City/County) policeman and such traffic barricades as needed.
14. **Street Closures.** In the event the subcontractor needs to close a street and/or public right-of-way, subcontractor will be responsible for permitting and paying for costs, if any, of closing the road, street, or right-of-way.
15. **Documents**. HCG will supply the subcontractor online access to a full set of Contract Documents (plans and specifications) unless otherwise noted in the specific bid scope. Additional and hard copy sets of Contract Documents can be obtained at an additional cost to the subcontractor.
16. **As-Builts**. As-Builts are required and must be updated regularly and made available for periodic inspection.
17. **Coordination**. This Subcontractor shall coordinate with all subcontractors (i.e., mechanical, electrical, fire protection, etc.) for rough-in locations of the work involved with these subcontractors. Coordinated overlay shop drawings for above ceiling work and existing building areas and mechanical/electrical rooms will be required for coordination of work in the proper work zones and in sequencing the work. Coordination drawings will be used to coordinate locations of above mounted supports, electrical raceways, plumbing, ductwork, electrical conduit, cable trays, pneumatic tube systems, fire protection, and other related work. All work is to be reflected on these drawings and coordinate. Hogan Construction Group will coordinate this process. Electronic backgrounds will be obtained and each subcontractor agrees to this process. Some coordination conflicts may occur which may require adjustment of a subcontractor's work. In these cases subcontractor agrees to cure the conflict at no additional cost. Coordination drawings are to be in accordance with specification requirements.
18. **Lost Time/Holidays/Inclement Weather**. As directed by the Project Staff, Saturday, and Sunday are considered make-up days in the event of inclement weather and/or holidays at no additional costs to Hogan Construction Group. It is the intent of the Contractor to maintain a minimum forty (40) hour work week on the project or as required to meet the project schedule.
19. **Material Storage & Staging**. Subcontractor understands that the area of construction is limited and that all material and equipment deliveries shall be scheduled and coordinated with the Contractor prior to delivery. Hogan Construction Group will designate storage and staging areas. Subcontractor shall make necessary off-site storage arrangements as required. Parking areas will be strictly enforced. No vehicles other than company vehicles with proper insurance shall be allowed onsite. Specific parking instructions shall be as directed by the Project Staff.
20. **Interior Storage.** Subcontractor shall not store or stockpile materials in building. Materials that remain inside the building and are not installed within 48 hrs shall be considered as construction debris and will be discarded. Replacement of such material is not the responsibility of Hogan Construction Group.
21. **Utility Locations.** Subcontractor shall provide and coordinate utility location services prior to excavating.
22. **Document Intent**. It is understood that every single condition, connection, transition, etc. cannot be specifically detailed in the Contract Documents. Details are provided for typical conditions and making adjustments to adapt these to the specific conditions throughout the project is a part of the scope of work of this subcontract and will not constitute a change in the scope of work.
23. **Additional Temporary Lighting.** Temporary safety lighting, beyond that required to be provided by the electrical subcontractor, and if required in order to meet project schedule requirements will be provided by the Subcontractor.
24. **Sub-subcontractors & Vendors.** Subcontractor shall provide a list of all vendors and tier subcontractors. These subcontractors shall be considered a commitment for the project. .Second tier trade contract awards will be subject to approval of HCG.

25. **Parking** within the Construction Limits is limited and shall be at the sole discretion of HCG's Project Manager or General Superintendent. Owner has indicated that additional off-site parking will be made available to construction forces.
26. **Daily Clean Up**. This subcontractor must be responsible for daily cleanup. All trash and debris must be removed from jobsite and put in dumpster on a daily basis. Dumpster provided by contractor.
27. **Temporary power and water.** HCG shall provide temporary power and water for this work category at limited locations on site. Subcontractor is responsible for any other power required to complete its work.
28. **Temporary toilets**. Temporary toilet facilities for this work category are to be provided by HCG.
29. **Confirmation of Shipments.** Furnish written evidence of confirmed ship dates from suppliers for major materials and equipment.
30. **Clean Roadways.** Subcontractor shall clean trucks leaving site and clean roadways if responsible for soiling.
31. **Fire caulking/Joint sealants**. Provide all joint sealants, caulking, fire caulking, filler metals, etc. required for this scope of work in compliance with the applicable specifications. Provide U.L. listed fire-caulking and fire-stopping systems at all rated wall, partition, floor, and slab penetrations. Provide compatible systems for the specific type of penetration. All fire rating systems shall be inspected by subcontractor and approved by AHJ before closing access. This shall be documented in writing by the subcontractor and provided to Hogan Construction Group. All installers of fire-caulking and fire-stopping systems shall be trained and certified as required by the product manufacturer.
32. **Fasteners/Supports**. Provide all fasteners (concealed and exposed), embeds, anchors, angle iron, instruct, etc. necessary to install its work.
33. **Sleeves**. Furnish and install all sleeves, coring, block outs, and supports as required for this work.
34. **Cutting & Drilling**. All cutting & drilling required to complete this scope of work. No cutting or drilling of holes in structural members shall be permitted without written permission from the Engineer of Record.
35. **Color Coding**. All color coding as required in this scope of work.
36. **Access Panels**. Furnish and install access panels required for this scope of work.
37. **Training**. Provide all owner's training for equipment and systems required under this subcontractor's scope.
38. **Inspections**. All inspection reports from local, state, and federal inspection agencies will be submitted to Hogan Construction Group.
39. **Testing & Certification**. Testing and certification of all systems installed in this work in accordance with the Contract Documents. Notify Hogan Construction Group a minimum of 24 hours in advance to schedule all applicable inspections and testing of work as required by agencies having jurisdiction. Provide required pressure testing of all piping systems. Coordinate with the AHJ, Hogan Construction Group, Superintendent, and/or MEP coordinator to witness all tests. Failure to comply will result in re-testing at the subcontractor's expense. Maintain a coordinated shop drawing and witness sign-off spreadsheet, for the purpose of tracking tested areas; copies of each shall be forwarded to Hogan Construction Group.
40. **Mockups**. Provide all mockup requirements related to this scope of work.
41. **Seismic Bracing**. All seismic bracing and restraints associated with this scope of work.
42. **Disposal**. Subcontractor shall remove of and dispose of all materials not used in a legal manner off site.
43. **Deliveries**. Deliveries are to be received by a representative of Subcontractor with 48-hour notice given and coordinated with Hogan Construction Group.
44. **Unloading & Storage**. This subcontractor will unload, store, protect and assume full care and custody of all materials and equipment required by this scope of work.
45. **Special Finishes**. Provide work in special finishes where specified. Provide special colors as dictated by the Architect where specified.
46. **Dielectric/Corrosion Protection.** Provide corrosion protection due to contact with dissimilar surfaces as required to prevent damage to this work or work of other trades.
47. **Cleaning & Protection of Materials/Equipment**. Clean, store and protect the work of this subcontract during and after installation until project substantial completion.
48. **Multiple Mobilizations**. It is understood and agreed that the work of this subcontract may not be performed in a continuous operation and Subcontractor includes the cost of multiple mobilizations. Subcontractor includes all return (comeback) work as well as remobilization operations relating to this Subcontract that is required or should be anticipated in order to carry out the work of this Subcontract as scheduled.

49. **Protection of Adjacent Work/Improvements**. Subcontractor is responsible for protecting this Work, adjacent surfaces, existing items designated to remain: structures, light poles, sidewalks, curbs, paving, vegetation, etc. Protection of installed work shall be maintained within reasonable limits until protection can be removed.
50. **Warranty**. Subcontractor will meet all warranty requirements as specified in the contract documents.
51. **Close Out**. Subcontractor to provide all attic stock, Operation and Maintenance Manuals, training, and close out documents as required by the Contract Documents and as requested by Hogan Construction Group.
52. **Daily Reports**. Daily Reports must be completed and submitted to the superintendent on a daily basis.
53. **Weekly Subcontractor Meetings**. Subcontractor will be required to attend weekly Subcontractor Meetings. Meetings will be mandatory at least two weeks before, during and two weeks after this subcontractors scope of work.
54. **Taxes and Fees**. All applicable sales and use taxes and permit fees are included.
55. **Schedule of Values**. Subcontractor shall submit a detailed Schedule of Values for approval by the Contractor. This Schedule of Values is to be the basis of the monthly applications for payment.
56. **Pay Application.** Subcontractor shall submit their pay requisition by the 25th of each month. Pay requisitions received after this date will be carried over to the next month. Pay applications must be submitted on Hogan Construction Group's form (see Attachment L).
57. **Subcontractor must provide a 100% Payment and Performance Bond**. This Subcontract requires performance and payment bonds in an amount equal to 100% of its value. In accordance with the provisions of this Agreement, initial bond premiums will be paid directly by the Contractor and have not been considered in the calculation of this Subcontract's value. Bond costs associated with additive change orders will be paid by the Subcontractor. An invoice from the Subcontractor's bonding company shall be sent to Hogan Construction Group within 7 days of the execution of this agreement. In such case as the bond premium exceeds TBD% of the value of this Subcontract, or $TBD a deductive change order will be written for the cost difference. Subcontractor agrees that in no event shall Hogan's direct payment of Subcontractor's surety bond premium(s) be construed to make Hogan a principal under the bond(s). Hogan may have rights as a claimant under such bond(s) but in no event shall it have any liability under such bond(s)."

~~IV. LEED REQUIREMENTS~~

~~a) The LEED Certification requirements of the Contract Documents are a part of this Subcontract. The subcontractor shall perform and provide all documentation as required to meet the project LEED credit requirements specifically assigned to this Subcontractor. Associated Liquidated Damages for the failure to meet and perform the LEED requirements of this subcontract will be assessed. The project is designed to comply with Certification Credits according to the U.S. Green Building Council's Leadership in Energy & Environmental design (LEED) Rating system, as specified in Division 1 "LEED Requirements."~~

~~b) This subcontractor is subject to LEED requirements specific to this scope of the Work. The specification for the LEED requirements shall be part of this contract.~~

~~**a. Total material value estimate for this subcontractor is $ TBD**~~

~~**b. Recycled Content: All materials being brought to the site for this scope of work will be TBD % recycled content.**~~

~~**c. Regional Materials:**~~

~~**Total material fabricated within 500 mile radius is $ TBD**~~

~~**Total material extracted within a 500 mile area is $ TBD**~~

~~**d. All documentation shall be provided by this subcontractor as required by the USGBC LEED standards.**~~

c) ~~Material Management: All pallets and containers used on site shall be recycled with proof provided as required by per USGBC LEED requirements. The subcontractor will provide daily clean up of their work. It is the responsibility of the subcontractor to transport all scrap, waste, excess materials, trash, etc. produced by this subcontractor as well as segregate it as directed by, and placed recycling bins provided by, the Contractor.~~

V. UNIT PRICES

At the option of the Contractor, the following unit prices will be considered. All prices are inclusive of overhead, profit, taxes, insurance, bond, etc., and will be used for add or deduct occurrences. These unit prices will be good for the duration of the project.

VI. CONTRACT AMOUNT

1.	ITEM	$ xx,XXX.00
2.		$ xx,XXX.00
3.		$ xx,XXX.00
4.		$ xx,XXX.00
	Total	$ xx,XXX.00

VII. EXCLUSIONS

1. N/A

VIII. SCHEDULE

1. See Attachment M.

IN WITNESS WHEREOF, Contractor and Subcontractor hereby execute this Agreement the day and year first written above.

WITNESS

_____

Name: _____

HOGAN CONSTRUCTION GROUP, LLC

By: _____

Name: Christopher M. Bowen

Its: Vice President

WITNESS

_____

Name: _____

SUBCONTRACTOR

By: _____

Name: _____

Its: _____

SUBCONTRACTOR MUST ATTACH CURRENT INSURANCE CERTIFICATE NAMING HOGAN AND OWNER AS ADDITIONAL INSURED.