

GENERAL CONSTRUCTION TERMS AND CONDITIONS

1. INSURANCE

1.1. Additional Insurance Requirements

The following increased insurance policy limits shall replace the limits contained in Section 6 of the Master Services Agreement (MSA). Any coverage not specifically mentioned below and the remaining insurance language in Section 6 of the MSA shall continue to apply to PROVIDER.

Commercial General Liability, including Contractual Liability and Completed Operations/Products Liability coverage, at the minimum limit of \$1,000,000.00 per occurrence or claim and \$2,000,000.00 aggregate;

Umbrella Liability

Each Occurrence Limit	\$2,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

Automobile Liability at \$1,000,000.00 Combined Single Limit per occurrence, and \$1,000,000 aggregate.

Worker's Compensation: Coverage A at Statutory Limits. Coverage B (**Employers Liability**) at \$1,000,000/\$1,000,000/\$1,000,000.

Pollution Liability Insurance with a limit of at least \$1,000,000 (one million dollars) whenever work at issue under this Agreement involves potential pollution risk to the environment or losses cause by pollution conditions, including asbestos and lead were applicable. The policy shall cover the PROVIDER'S completed operations.

1.2. Performance, Labor and Materials Payment and Maintenance Bonds

PROVIDER, if requested by LEHIGH, shall furnish bonds, with corporate sureties acceptable to LEHIGH, insuring the faithful performance of the requested Services and the payment of all obligations arising thereunder:

Performance Bond	-Requirement is Project Dependent (Contract Sum)
Labor and Materials Payment Bond	-Requirement is Project Dependent (Contract Sum)
Maintenance Bond	-Requirement is Project Dependent (Contract Sum)

2. SUBPROVIDERS

2.1. Approval

Neither PROVIDER nor any SUBPROVIDER shall contract with a SUBPROVIDER or Sub-SUBPROVIDER, as the case may be, without the prior written approval of LEHIGH.

2.2. Insurance

All SUBPROVIDERS and Sub-SUBPROVIDERS shall secure insurance of the same types and with the same limits of liability, and under the same terms and conditions as is required of PROVIDER under Section 1.

3. WORK BY LEHIGH OR BY SEPARATE PROVIDERS

3.1. LEHIGH's Rights to Perform Services and to Award Separate Contracts

LEHIGH reserves the right to perform Services related to the project with its own forces, and to award separate contracts in connection with other portions of the project or other Services on the site.

3.2. Coordination

LEHIGH will provide for the coordination of the Services of LEHIGH'S own forces and of each separate PROVIDER with the Project Supervisor of PROVIDER, who shall cooperate therewith.

3.3. Mutual Responsibility

PROVIDER shall afford LEHIGH and separate PROVIDERs reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their Services, and shall connect and coordinate Services with theirs as necessary. Any costs caused by defective or ill-timed Services shall be borne by the party responsible therefore.

4. INSPECTION

PROVIDER shall permit inspection of the job site at any time by LEHIGH to determine that standards of safety, quality, and cleanliness are being met. At the completion of each phase of installation, an on-site inspection by LEHIGH's Project Manager, safety personnel, or designates may take place before installers leave the job site. Problems, omissions or variances from the specifications, codes, or legal requirements shall be corrected immediately at no cost to LEHIGH. Corrections not made the day of the inspection shall continue until LEHIGH's Project Manager and/or safety personnel deem each area acceptable. LEHIGH shall be the sole authority in determining whether or not any installation is acceptable and what remedies may be required at the completion of each inspection.

5. CONTRACT SUM AND PROGRESS PAYMENTS

5.1. Payments

LEHIGH shall pay PROVIDER according to the applicable SOW. If applicable, Retainage will be held by LEHIGH until the punch list is completed by PROVIDER to LEHIGH's complete satisfaction, which shall not be unreasonably withheld.

5.2. Close Out Package

Unless LEHIGH's Project Manager instructs otherwise, before submission of final payment, a "close out" package is required from PROVIDER, stating detailed descriptions of the materials used, and the list of supplier(s) for each material, including each supplier's full business name, address, phone number, and contact name.

5.3 Payments to Subcontractors

PROVIDER agrees that it shall pay its subcontractors for work on this project within thirty (30) calendar days after receipt of payment by LEHIGH to PROVIDER for any and all progress payments, and/or final payment. Late payment or non-payment to subcontractors will be cause for termination of this Agreement, as stated in Section 8 of the Master Services Agreement.

6. PROVIDER'S WARRANTY

PROVIDER hereby warrants that the work shall be free from defects in materials and workmanship for a period of one year from the Date of Final Acceptance by LEHIGH, which shall be the date of final payment by LEHIGH unless otherwise specified, in writing, by LEHIGH. Defective materials and workmanship, of which PROVIDER is notified within the warranty period, will be repaired or replaced at no cost (labor or materials) to LEHIGH. In the case of latent defects, the warranty period will begin to run upon discovery of the defect. Equipment purchased by PROVIDER for incorporation into the work shall be warranted only as set forth in the

manufacturer's warranty accompanying the equipment, or one year following the date of Final Acceptance, whichever is greater.

7. **MECHANICS LIEN WAIVERS**

In consideration of the making of this Agreement with LEHIGH, **PROVIDER agrees to protect the LEHIGH premises from liens by any PROVIDER, SUBPROVIDER, or material supplier, or extra labor or materials purchased for the erection of the Services. Prior to commencement of the Services,** PROVIDER shall provide to LEHIGH a fully executed *Mechanics Lien Waiver* in the form attached hereto as **Exhibit F** or **Exhibit F-1**. In addition, if requested by LEHIGH, each time that LEHIGH makes a payment to PROVIDER, PROVIDER shall, within the applicable time frame set forth below, provide a *Waiver and Release of Mechanics' Lien* by PROVIDER and SUBPROVIDER(s) ("Waiver and Release") to LEHIGH in the form attached hereto as Exhibit F-2.

- If the Project Work is being performed solely by the PROVIDER, the Waiver and Release is due to the Purchasing Services within fourteen (14) calendar days after payment from LEHIGH is received by PROVIDER.
- If the Project Work is being performed by the PROVIDER and sub-contractors, the Waiver and Release is due to Purchasing Services within forty-five (45) calendar days after payment from LEHIGH is received by PROVIDER.

Failure of LEHIGH to insist upon the signed Waiver and Release for any particular payment shall not be construed as a waiver of LEHIGH's right to insist upon such Waiver and Release for future payments. Likewise, no custom or course of dealing between LEHIGH and PROVIDER shall alter LEHIGH's ability to insist upon the Waiver and Release at any time.

8. **STANDARD OF PERFORMANCE**

PROVIDER agrees that for purposes of compliance with the requirements of the Occupational Safety and Health Act of 1970, services performed for the LEHIGH shall be deemed entirely within PROVIDER's responsibility. PROVIDER shall notify the LEHIGH's Office of Environmental Health and Safety promptly, in writing, if a charge of non-compliance with the Act, (or any other law) has been filed against the PROVIDER in connection with its services being performed on the premises of the LEHIGH.