

**Exhibit C to
THE WEITZ COMPANY
Standard Form Subcontract Agreement
Waterford, Phase 2, Special Terms and Conditions
[September - 2025]**

Exhibit C Special Terms and Conditions Table of Contents

Exhibit C Special Terms and Conditions Table of Contents

.....	1
Section 1. Cost Items.....	2
1.1 Owner Direct Purchase of Materials	2
Section 2. Job Site	2
2.1 Nothing Hits the Floor.....	2
2.2 Drug Free Verification Policy.....	2
2.3 Clean up	2
2.4 Safety	3
2.5 Coordination/Schedule.....	4
2.6 Inspection Report	4
2.7 Snow Removal	4
2.8 Temporary Facilities	5
2.9 Material Handling	5
2.10 Layout/Testing	5
2.11 Progress Payments	5
2.12 Parking	5
2.13 Material Storage/Delivery	6
2.14 Above Ceiling Work	6
2.15 Penetrations, Cutting and Patching.....	6
2.16 Information.....	6
2.17 Hot Work Operations Warranty	6
2.18 Open Flame Heating Warranty.....	7
Section 3. Contractor's Personnel.....	7

**Exhibit C to
THE WEITZ COMPANY
Standard Form Subcontract Agreement
Waterford, Phase 2, Special Terms and Conditions
[September - 2025]**

Section 1. Cost Items

1.1 Owner Direct Purchase of Materials

Payment terms for Owner purchased materials shall conform to the terms of this Agreement. Subcontractor shall include with its monthly application for payment, a schedule of values including as Work in place any Owner purchased materials suitably stored at the jobsite and/or incorporated into the Work for the respective payment period. The original invoice and delivery tickets must accompany the application for payment. The Subcontract Sum will be decreased as required by a deductive Change Order for the total amount of materials purchased directly by the Owner plus all applicable sales tax. Purchase of materials by Owner will in no way relieve this Subcontractor of any responsibility that would otherwise be included under the scope of this Agreement, including by not limited to, ensuring timely delivery, completion of Subcontractor's Work, submittals, shop drawings and warranty. Subcontractor shall remain liable for these materials and their proper installation until full and final acceptance of the Project by Owner. Owner has the right to directly purchase any equipment or materials and issue a credit to Subcontractor.

Section 2. Job Site

2.1 Nothing Hits the Floor

- 2.1.1** Subcontractor shall conform to Contractor's *Nothing Hits the Floor* program.
- 2.1.2** Placing material, tools, or debris on the floor or ground is prohibited.
- 2.1.3** Contractor will provide debris containers in common areas and dumpsters at on site locations.
- 2.1.4** Subcontractor shall provide rolling carts, debris containers or other means of collecting scrap material / trash at Subcontractor's work areas. Scrap material shall be promptly placed into containers when produced. Subcontractor shall remove its debris at least daily to dumpsters provided by Contractor.
- 2.1.5** Subcontractor shall establish work / cutting stations at waist height in order to eliminate

bending and or squatting down when cutting material. Cutting of material at ground level is prohibited.

- 2.1.6** Subcontractor agrees to use battery-operated tools wherever and whenever possible. If cordless tool cannot be utilized, all cords and hoses shall be elevated from the point they leave an outlet to the point of use. If suspending the cord / hose is not feasible, then the cord / hose will be picked up and put away after use / end of day.
- 2.1.7** Materials to be installed will be delivered "just in time" to reduce the amount of material stored on the project site. Materials delivered and moved into the building shall be used within 3 work days unless otherwise authorized by Contractor.
- 2.1.8** At no time shall materials be stored directly on the floor or ground. All material at the Project shall be stored in trailers, wheeled carts, storage racks, storage bins, or on pallets. When wheeled carts are used, the casters shall be lockable. Materials shall only be stored on pallets or storage bins on level surfaces where they are accessible with a pallet jack.
- 2.2 Drug Free Verification Policy**
Subcontractor agrees to be bound to, and comply with, the Contractor's Drug-Free Verification Policy. Subcontractors will provide only trades people who have given prior consent to submit to a drug test. The Contractor retains the right, but not the obligation, to require the Subcontractor's employees to be tested to ensure that they are drug free. Subcontractor's employees may be included in jobsite testing at the option of the Contractor. The Subcontractor will pay the cost of such drug testing.
- 2.3 Clean Up**
 - 2.3.1** The Subcontractor shall, on an on-going basis or at the direction of the Contractor, keep the Project site and surrounding area free from accumulation of waste materials, debris or rubbish caused by performance of the Subcontractor's Work.

**Exhibit C to
THE WEITZ COMPANY
Standard Form Subcontract Agreement
Waterford, Phase 2, Special Terms and Conditions
[September - 2025]**

- 2.3.2** If such clean-up is not properly or timely performed, Contractor shall give Subcontractor's representative a written notice to comply within 24 hours from the time notice is given. If Subcontractor fails to correct such noncompliance within said 24 hours, Contractor is authorized to perform the clean up and to assess Subcontractor a reasonable charge. Subcontractor also agrees to accept pro-rata responsibility for clean up of unclean conditions which Contractor is unable to identify to a particular subcontractor. The Subcontract Sum will be reduced for Contractor's clean up costs.
- 2.3.3** Subcontractor shall cleanup and haul off to dumpster provided by others for all debris resulting from Subcontractor's Scope of Work. Subcontractor shall provide brooms, shovels and other equipment for Subcontractor's own cleanup.
- 2.3.4** In addition to the general clean up in paragraph above, Subcontractor shall furnish one laborer for each six (6) employees working on site the preceding four work days for cleanup of general trash and debris. The Contractor shall supervise this cleanup crew. If Subcontractor fails to comply with this clean up policy, Contractor shall reduce the Subcontract Sum in the amount of \$50.00 per man hour for such non-participation in the weekly cleanup effort.
- 2.3.5** Subcontractor shall take all necessary measures to prevent tracking of mud onto surrounding streets and driveways. Include street cleaning and/or sweeping necessitated by this scope and comply with all local codes.
- 2.4 Safety**
- 2.4.1** Subcontractor shall comply with the Safety Rets of Exhibit D to the Standard. Subcontract, Section 0. A copy of all safety programs will be forwarded to Contractor prior to the beginning of work of this Subcontract Agreement.
- 2.4.2** Subcontractor will provide ANSI cut 4 or higher gloves to their employees and ensure all subtiers are provided with the same.
- 2.4.3** Contractor will provide helmets at the cost of \$250.00 each to Subcontractor's employees who arrive without helmets.
- 2.4.4** Contractor will provide safety glasses at a cost of \$15.00 each to Subcontractor's employees who arrive without safety glasses.
- 2.4.5** In addition to the other remedies available to Contractor under the Agreement, the Contractor may issue safety violation notices. Each violation may result in a reduction of the Subcontract Sum as follows.
- 2.4.5.1 First offense: \$50.00
2.4.5.2 Second offense: \$100.00
2.4.5.3 Third offense: \$300.00
- 2.4.6** A designated safety representative of each subcontractor will periodically (weekly) conduct a safety inspection of all areas where that subcontractor's employees are working. As part of this process, the designated person will:
- 2.4.6.1 conduct the inspection;
2.4.6.2 document the results
2.4.6.3 verify all deficiencies are corrected
2.4.6.4 sign and date when completed.
2.4.6.5 This form will then be submitted to Contractor when the items identified are corrected.
- 2.4.7** Subcontractor shall comply with Contractor's Ladders Last program. This specifically includes all costs to furnish lifts/scaffolding, etc. as required to meet the program requirements.
- 2.4.8** Subcontractor employees and visitors who will be on site will be required to wear an ANSI Type II or an EN12492 helmet (i.e., a safety helmet that meets the requirements of testing against vertical, front, back, and side impacts and penetration) with an integrated four-point chin strap tightly attached and secured under the chin with no more than a 2-finger gap between strap and chin.
- 2.5 Coordination/Schedule**

**Exhibit C to
THE WEITZ COMPANY
Standard Form Subcontract Agreement
Waterford, Phase 2, Special Terms and Conditions
[September - 2025]**

- 2.5.1** Work will be sequenced to allow other trades access to the work prior to the completion of this scope.
- 2.5.2** Subcontractor shall comply with the Schedule requirements of Exhibit D of the Standard Subcontract, Section 6, paying particular attention to the requirement of multiple activities in multiple areas simultaneously.
- 2.5.3** Subcontractor acknowledges Owner's desire to occupy specific areas of the Project while other areas are under construction (phased occupancy) and has included any/all items (in addition to those indicated by the Subcontract Documents), relevant to Subcontractor's Work, which are required to ensure that this concept is accomplished.
- 2.5.4** Multiple move-ins as required by Contractor schedule will be at Subcontractor's expense and included.
- 2.5.5** Subcontractors shall comply with the Job Meetings Requirements of Exhibit D to the Standard Subcontract, Section 8.19. All subcontractors will be required to participate in the following meetings (in addition to those specified elsewhere): (a) post award; (b) preconstruction; (c) pre-installation; (d) coordination (if requested by the Project Superintendent).
- 2.5.6** To avoid conflicts, Subcontractor shall work in cooperation with all other subcontractors to coordinate Subcontractor's Work with the work of others to establish routes, entrances, and elevations for their installations and other installations. Even with such cooperative and coordination efforts, should a conflict occur, Contractor will be the final arbitrator of conflict resolution and Contractor's decision shall be final. Subcontractor hereby agrees to abide by such decision and make any changes necessary to eliminate such conflicts without additional cost of expense to Contractor and/or Owner.
- 2.5.7** Subcontractor shall furnish all required submittal drawings, mix designs, PE stamps, samples, etc., as required for this scope of work by specification.
- 2.5.8** Subcontractor shall maintain accurate, up-to-date "as-built" drawings during construction. Subcontractor shall dimension all concealed connections to wall intersections. Subcontractor shall submit "as-builts" and warranties prior to substantial completion. Subcontractor shall submit final "as-built" documents in hard copy (4 copies) to Contractor's office as well as in CAD format as required by Contractor.
- 2.5.9** Any sediment or erosion control measures disturbed during the execution of this Agreement will be repaired/replaced by Subcontractor at Subcontractor's expense.
- 2.5.10** Subcontractor shall construct all work to be within the more stringent of the applicable codes and standards or the Subcontract Documents.
- 2.6 Inspection Report**
- 2.6.1** Subcontractor, upon the completion of each scheduled activity, will inspect its completed Work and generate an inspection report which will include: (a) the name of the person completing the inspection; (b) the date it was generated; (c) a listing of items to be corrected (punch list); (d) the date that it was completed. This form will then be submitted to Contractor when the defective work has been remedied.
- 2.6.2** All inspections required by local plumbing, mechanical, and electrical codes are at the expense of the respective plumbing, mechanical, and electrical subcontractor and included in this Agreement. Subcontractor shall provide a record of all inspection results.
- 2.7 Snow Removal**
Contractor will provide snow removal for site access only. Subcontractor is responsible for snow removal required for purposes of performing the Subcontractor's Work, maintaining the project schedule, and providing a safe work environment for its employees.
- 2.8 Temporary Facilities**

**Exhibit C to
THE WEITZ COMPANY
Standard Form Subcontract Agreement
Waterford, Phase 2, Special Terms and Conditions
[September - 2025]**

- 2.8.1** Provide all temporary facilities required for this scope of work, including subcontractor trailer, trailer power, telephone, secured storage, etc. Subcontractor shall get approval from Contractor's Project Superintendent and coordinate location of temporary storage facilities.
- 2.8.2** Unless noted to the contrary in **Exhibit A**, the Contractor shall provide temporary 120-volt electric service for use by this Subcontractor in locations designated by Contractor. Subcontractor shall take all electrical service required for the operations of Subcontractor from this source. Subcontractor shall provide generators for non 120-volt equipment.
- 2.8.3** Unless noted to the contrary in **Exhibit A**, Contractor shall provide temporary water service for use by Subcontractor in locations designated by Contractor. Subcontractor shall take all water service required for the operations of Subcontractor from this source.
- 2.8.4** Unless noted to the contrary in **Exhibit A**, temporary lighting that is provided by the electrical subcontractor is for safety and security purposes only. Subcontractor will provide task lighting as required in areas such as but not limited to small bathrooms and closets. Task lighting shall illuminate the work areas and surrounding area for safe access and egress. Headlamps and flashlights as a sole means of illumination do not constitute adequate task lighting.
- 2.8.5** If Subcontractor requires welding activities, Subcontractor will furnish gas powered generators for its welding equipment.
- 2.9 Material Handling**
Subcontractor shall furnish all hoisting facilities for Subcontractor's material, equipment and personnel
- 2.10 Layout/Testing**
- 2.10.1** Contractor shall provide the following for use by Subcontractor; major building corners, elevation benchmark at each building, one grid line in each direction at each building. All other layout required for the Subcontractor's Work will be the Subcontractor's responsibility. Checking of layout or providing assistance in layout by the Contractor shall not relieve Subcontractor from responsibility of the layout. Subcontractor shall protect all Contractor installed engineering data and layout points and shall take necessary precautions to ensure that said data is not damaged, destroyed, or altered.
- 2.10.2** Initial survey and testing will be at Contractor/Owner's expense. Subcontractor shall coordinate, and assist, required survey or inspections. Subcontractor shall coordinate work to minimize costs incurred by Contractor / Owner (i.e. maximize pour size). Subcontractor shall notify Contractor 24 hours in advance of requirements. The Subcontractor will pay additional charges necessitated by failure of initial tests, insufficient notification, or failure to coordinate.
- 2.11 Progress Payments**
- 2.11.1** Subcontractor shall comply with the Progress Payment Requirements of Agreement **Exhibit D** Section 3.2. All payment applications will be submitted for progress billings on AIA #G702 & #G703 forms.
- 2.11.2** Subcontractor agrees to "break-down" Progress Payments, including change orders in accordance with CSI format.
- 2.11.3** In the event Subcontractor files a lien on the property of the Project site, Subcontractor shall release its lien within five (5) days by filing a release of lien with the Clerk of Court of the county where the lien was filed upon written notice from Contractor that Contractor has obtained a bond in the amount of the lien or placed an amount equal to the amount of the lien in an escrow account as substitute security for the lien filed by Subcontractor.
- 2.12 Parking**
- 2.12.1** The parking of either company or personal vehicles on site will be limited to those vehicles

**Exhibit C to
THE WEITZ COMPANY
Standard Form Subcontract Agreement
Waterford, Phase 2, Special Terms and Conditions
[September - 2025]**

identified through the use of a “placard” system issued by Contractor, which will be maintained through the course of the project.

- 2.12.2** All other vehicles will be required to park in other areas as designated by the Project Superintendent. It is the responsibility of the Subcontractor to enforce compliance of these parking regulations with their employees.

- 2.12.3** Violators of this policy will be towed at the vehicle owner’s expense.

2.13 Material Storage/Delivery

- 2.13.1** All deliveries will be scheduled between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, with a 48-hour notice given to the Project Superintendent, unless the Project Superintendent gives prior approval in writing.

- 2.13.2** All materials will be stored in areas designated by the Project Superintendent. Subcontractor is responsible for the storage of all received materials and equipment, including, but not limited to, providing and maintaining trailers, lock-ups, and gang boxes.

2.14 Above Ceiling Work

- 2.14.1** Upon completion of all “above ceiling” work an inspection will be completed ensuring that all fire ratings are maintained, then the ceiling pads will be placed – upon placement no work above the ceiling will be allowed without the prior written consent of Contractor.

- 2.14.2** Upon completion of the work requiring such consent, the Subcontractor will request an inspection of the area and upon satisfactory review, no additional work above the ceiling shall be allowed.

2.15 Penetrations, Cutting and Patching

Subcontractor is responsible for sealing all of its penetrations and repairing any areas disturbed by Subcontractor’s cutting and patching so as to maintain the integrity of structural, fire ratings, finish assemblies, sound assemblies, including but not limited to, coordination with all other applicable trades.

2.16 Information

Prior to starting work, Subcontractor shall assemble and provide (two copies separately bound) all of the Referenced Standards required to perform this scope of work as required, referenced, and noted in contract documents including all institute, society, association, and code standards.

2.17 Hot Work Operations Warranty

- 2.17.1** Combustible Material: All portable combustible material must be removed a minimum of 20 feet away from the working area and adjoining areas.

- 2.17.2** Flammable Liquids or Vapors: Drums, tanks or other containers or explosive liquids or vapors must be cleaned and cleared of flammable or explosive liquids or vapors before work is done on them.

- 2.17.3** Pre-Operation Precautions: When feasible, work area should be wetted down.

- 2.17.4** Spark Control: Sheet metal guards, asbestos and similar protection must be provided to prevent hot metal and sparks from falling on combustible material which cannot be moved.

- 2.17.5** Fire Protection: If the area in which hot work operations are being performed is presently under operative sprinkler protection, the sprinklers in that area must be operative during welding or cutting operations. Suitable fire extinguishers or hand hose must be maintained near the operations. An extra person must be provided in the welding or cutting team whose sole responsibility is to watch for sparks and promptly use the extinguishing equipment.

- 2.17.6** Post-Operation Precautions: After work, a thorough check must be made for smoldering fire in out-of-the-way places, and guard patrol protection must be maintained for a minimum for one hour unless additional time is required as directed by the Contractor to ensure all sources of fire are extinguished.

- 2.17.7** “Hot Work Operations” means:

- 2.17.7.1** The process whereby one or more

**Exhibit C to
THE WEITZ COMPANY
Standard Form Subcontract Agreement
Waterford, Phase 2, Special Terms and Conditions
[September - 2025]**

of the parts to be joined is heated near or above its melting point, and the heated surfaces are caused to flow together.

- 2.17.7.2 The process of applying heat to bring to red heat the spot to be severed, gouged or pierced, and the metal is burned in a jet of oxygen;
- 2.17.7.3 Grinding operations that generate sparks;
- 2.17.7.4 Torch-on roofing operations;
- 2.17.7.5 Roof tarring operations.

2.18 Open Flame Heating Warranty

It is warranted that during the course of construction of the Insured Project where a propane gas heater or other open flame heating device is used, the device will be positioned on fire resistive drywall board, tied off to a wall or floor with not less than three (3) feet of clear space surrounding it.

Section 3. Contractor's Personnel

3.1 Project Team Members.

Project Manager:
Phone:
E-mail:

Superintendent:
Phone:
E-mail:

Project Engineer:
Direct Line:
E-mail:

Project Coordinator:
E-mail: