

Exhibit D

Master Subcontract Agreement

Insurance Requirements

The provisions in this Exhibit are part of the Subcontract and, therefore, the Subcontract Documents. The Subcontractor is obligated to review the Subcontract Documents and, by executing the Subcontract, acknowledges and agrees that Subcontractor has read and understands the Subcontract Documents and shall comply with the provisions in this Exhibit and with all applicable requirements of the Subcontract Documents. Subcontractor acknowledges and agrees that all sub-subcontracts shall incorporate the provisions of this Exhibit and the Subcontract Documents.

I. INSURANCE

Prior to commencement of any Work under the Subcontract and until final payment is made to Contractor for the project and termination or expiration of any period for the correction of Work or for such other period for maintenance of completed operations as may be required by the Contract Documents, each and every Subcontractor shall, at their sole expense, purchase and maintain without interruption insurance policies in the forms and coverage levels required hereunder, with an insurance company or companies having an A.M. Best Financial Strength Rating of "A-" or better in a Financial Size category of "Class VIII" or better.

II. CERTIFICATE OF INSURANCE

Prior to the earlier of going onto the Project site or the commencement of Work, Subcontractor shall submit to Contractor a Certificate of Insurance, together with all required endorsements, evidencing the required coverage as a condition precedent for access to the site to perform work and as a condition precedent for payment under the Subcontract. All insurance policies required hereunder except workers compensation must expressly name as "Additional Insureds" **Dale Corp.**, as Contractor, the Owner and any other parties required to be named as Additional Insureds by this Subcontract, the Contract, or any of the Subcontract Documents and all General Liability policies shall include an Additional Insured policy endorsement in form CG 2010 04/13 AND CG 2037 04/13 and CG 2038 04/13 or equivalent carrier-specific forms, all of which shall be submitted together with the Certificate of Insurance. The additional insured protections must be provided for both ongoing AND completed operations AND shall be primary and non-contributory. The Subcontractor's obligation to provide insurance as set forth in this Exhibit shall not be waived by any failure of Subcontractor to provide a Certificate of Insurance evidencing coverage varying from these requirements. The Contractor reserves the right to request a copy of the policy declarations and endorsements or the entire policy if Contractor so desires and Subcontractor shall provide any and all such documents to the Contractor in a timely fashion.

III. SPECIFIC INSURANCE REQUIREMENTS

- A. Commercial General Liability Insurance ("CGL") on an "occurrence basis" including Contractual Liability for hazards including, but not limited to, (i) On-going Operations, Products and Completed Operations, and (ii) Independent and Subcontractors' Protection. Both (i) and (ii) shall be provided for the primary insured and all additional insureds. The CGL policy shall not contain any exclusions related to explosion, collapse and underground hazards or railroad property. Such CGL policies shall be purchased and maintained in limits of not less than:
1. Bodily Injury & Property Damage: \$1,000,000 each occurrence
 2. Personal and Advertising Injury: \$1,000,000 each occurrence
 3. General Aggregate: \$2,000,000 Aggregate
 4. Products & Completed Operations Aggregate: \$2,000,000 Aggregate
 5. Fire Damage: \$100,000 any one fire
 6. Medical Expense: \$10,000 any one person
 7. Products and Completed Operations coverage shall be maintained for the statute of limitations after the later of (i) acceptance of the work by Contractor and Owner, or (ii) date of final payment by Owner to Contractor, or (iii) such other date as expressly set forth in the Contract Documents and shall include the Additional Insured protections and endorsements as referenced above.
 8. The General Aggregate Limit must apply on a Per Project Basis.
- B. Automobile Liability covering all owned, non-owned and hired automobiles, trucks, and trailers. Such insurance shall include contractual liability coverage for employee injury assumed under a contract and other coverage not less than that of the Standard Comprehensive Automobile Liability policy (or Business Auto Policy) with coverage limits of not less than:
- \$1,000,000 Per Accident Combined Single Limit
- C. Umbrella Excess Liability of at least \$5,000,000 over the General Liability, Automobile, and Workers' Compensation & Employer Liability policies for each project. This insurance will be primary to and will not require contribution from any other insurance under which the additional insured is a named insured.



Exhibit D

Master Subcontractor Agreement

Insurance Requirements

- D. Worker's Compensation and Employer's Liability in limits not less than:
Workers' Compensation coverage must be maintained per the statutory limits of the state where the work is being performed.
Employer Liability limits:
- | | |
|-----------|-------------------------|
| \$500,000 | Each accident |
| \$500,000 | Disease - Policy limit |
| \$500,000 | Disease - Each employee |
- E. Professional Liability If the Subcontractor will be performing any element of "design" as part of the scope of its work under this Subcontract, all Subcontractors shall provide evidence of Professional Design (E&O) Liability insurance and must have minimum coverage of one million (\$1,000,000) or five percent (5%) of the total construction value, whichever is greater, per occurrence and in the aggregate.
- F. Environmental Liability If the Subcontractor, within the performance of the scope of its work under this Subcontract, will be handling any materials that may cause a pollution condition -- whether it be (1) bringing such substances on site, (2) working with such substances, which may or may not have been brought to the site by others, as part of the performance of the work, or (3) removing and disposing of such substances from the site -- Subcontractor shall provide evidence of Pollution Legal Liability insurance coverage limits of at least \$1,000,000. This coverage must also be endorsed to name Dale Corp., and the Owner as Additional Insured.

IV. GENERAL REQUIREMENTS

- A. The Subcontractor's coverage of the Additional Insureds shall be primary and non-contributory insurance with respect to any other coverage or self-insurance maintained by the Additional Insureds. The policies and coverage maintained by the Additional Insureds shall be in excess of the Subcontractor's coverage and shall not contribute with the Subcontractor's coverage.
- B. All policies required hereunder shall be issued on an "Occurrence" basis as opposed to a "Claims Made" basis.
- C. All policies and Certificates of Insurance shall contain a provision which states that the policy and each of the coverages maintained thereunder may not be cancelled, materially changed or not renewed without providing a minimum of thirty (30) days prior written notice via Certified Mail, Return Receipt Requested, to:
- Dale Corp.
70 Limekiln Pike
Glenside, PA 19038
Attn: Subcontract Insurance Administrator
- D. The coverage amounts, and corresponding limits set forth in this Exhibit and in the Contract Documents are required minimum coverage levels. The Subcontractor agrees that the coverages afforded to the Additional Insured(s) shall not be limited to the specific insurance requirements contained in this Agreement. Furthermore, the coverage amounts set forth in this Exhibit and in the Contract Documents shall not be construed to be (i) a recommendation as to the level of reasonable and prudent coverage limits, (ii) maximum allowable coverages, or (iii) a limitation of the liability of any Subcontractors or any of their sub-subcontractors, materialmen or suppliers. Each Subcontractor represents that they are competent professionals and have sufficient knowledge or have consulted with insurance experts to determine the necessary coverage levels for their company to perform the Scope of Work under the Subcontract.
- E. None of the policies of the insurance required of the Subcontractor by this Subcontract shall contain deductibles or self-insured retentions in excess of \$10,000.
- F. If the Subcontractor intends to submit a request for payment under any "stored materials" provision, then the Subcontractor shall provide Property Insurance endorsed for Transit and Personal Property Coverage at Unnamed Locations which amount the Subcontractor acknowledges and agrees is as not less than the full replacement value of any stored materials, in the aggregate, for this project. This coverage must also be endorsed to name the Contractor, the Contractor and the Owner as Additional Insured.
- G. None of the policies required by this Exhibit or the Contract Documents shall contain an exclusion of coverage for mold or fungus, or in the alternative, and upon prior review and written approval by Contractor, coverage for mold and fungus can be provided by the Subcontractor's Pollution Liability Policy if it provides such coverage in forms and amounts acceptable to Contractor at Contractor's sole and absolute discretion.



Exhibit D

Master Subcontractor Agreement Insurance Requirements

- H. None of the policies required by this Exhibit or the Contract Documents shall contain an exclusion of coverage for Exterior Insulated Finishing Systems (“EIFS”) or similar exterior wall systems.
- I. None of the policies required by this Exhibit or the Contract Documents shall contain an exclusion of coverage for residential construction.
- J. The General Liability policy cannot include form CG 24 26 “Amendment of Insured Contract”.
- K. All lower tiered subcontractors of the sub-subcontractor must carry equivalent limits of insurance as outlined above.

V. WAIVER OF SUBROGATION

The Subcontractor, its sub-subcontractors, materialmen and suppliers waive all rights of recovery against Contractor, Contractor, Owner and any Additional Insureds for loss or damage to the extent such loss or damage is or should have been covered by the insurance policies and coverages required by this Exhibit or by the Contract Documents.

The Subcontractor, its sub-subcontractors, materialmen and suppliers and their respective carriers waive all rights of subrogation under their respective policies of insurance or of which they may otherwise avail themselves against Contractor, Contractor, Owner or any of the Additional Insureds for losses or damages to the extent such losses or damages are covered by or that should have been covered by the insurance policies and coverages required by this Exhibit or by the Contract Documents. All policies purchased and maintained by Subcontractor, its sub-subcontractors, materialmen and suppliers shall contain a provision or attach an endorsement to this effect.



Exhibit E-1

SUBCONTRACTOR WAIVER OF LIENS

THIS INSTRUMENT is executed this ___ day of _____, 20__ by, _____ ("Subcontractor") having an office at _____, in favor of OWNER, _____ ("Owner") having an office at _____, and _____ ("Contractor").

WITNESSETH:

1. Subcontractor and Contractor have entered or shall enter into a certain agreement (the "Trade Contract") for the construction of certain improvements and the renovation of certain other improvements (collectively, the "Improvements"), pursuant to a prime contract between Contractor and Owner, on a parcel of land located at _____ and known as the _____ project (collectively, the "Property"). The Property is owned or leased by Owner.

2. Contractor has posted a bond guaranteeing payment for labor and materials provided by subcontractors on the project (as defined in the Pennsylvania Mechanics' Lien Law, as amended).

3. By the terms of the Trade Contract and by this Instrument, Subcontractor has covenanted, promised and agreed and hereby covenants, promises and agrees that no mechanic's or materialmen's liens would be or will be filed or maintained against the Improvements or the estate or title of Owner in the Property, or any part thereof, or the appurtenances thereto, either by itself or anyone else for or on account of any work, labor or materials supplied in the performance of the Trade Contract, or under any supplemental contract or for extra work, or in the erection, construction or completion of the Improvements on the Property or any appurtenance thereto.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the Trade Contract and this Instrument, and intending to be legally bound hereby, Subcontractor agrees as follows:

1. Subcontractor is or may be a "Subcontractor" within the meaning of the Pennsylvania Mechanics' Lien Law, as amended (the "Act").

2. Subcontractor, for itself and anyone else acting or claiming through or under it, does hereby waive and relinquish all right to file a mechanics' lien, or notice of intention to file any lien, and does hereby covenant, promise and agree that no mechanics' lien or other lien of any kind whatsoever shall be filed or maintained against the Improvements or the estate or title of Owner in the Property or the appurtenances thereto, or any part thereof, by or in the name of Subcontractor, or any sub-subcontractor, materialman, consultant or laborer for work done or materials furnished in connection with the Trade Contract or by any other party acting through or under them or any of them for and about the Improvements or the Property or any part thereof.

3. This Instrument waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the Improvements to the same extent as to any work and labor done and materials furnished in connection with the Trade Contract.

4. THE FOLLOWING PARAGRAPH CONTAINS A WARRANT OF ATTORNEY FOR THE CONFESSION OF JUDGMENT AGAINST SUBCONTRACTOR AND ANYONE ACTING UNDER OR THROUGH SUBCONTRACTOR. In order to give Owner full power and authority to protect itself, the Improvements, the Property, the estate or title of Owner therein, and the appurtenances thereto, against any and all liens filed by Subcontractor or anyone acting under or through it in violation of the foregoing covenants, Subcontractor, knowingly and with the opportunity to consult with its counsel, hereby irrevocably authorizes and empowers any Attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as Attorney for it, them or any of them, in any such Court, and in its or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of the Subcontractor or of any sub-subcontractor or materialman, any and all lien or liens, filed in violation of the foregoing covenants, or cause to be filed and served in connection with such lien or liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by it or them, and to incorporate therein, as part of the record, the waiver and release contained in this Instrument, and for such act or acts this Instrument or a copy thereof shall be good and sufficient warrant and authority. A reference to the court, term and number in which and where this Instrument shall have been filed shall be conclusive evidence of the authority herein contained to warrant such action, and the Subcontractor, for itself and for them, hereby remises, releases and quit-claims all rights and all manner or errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.

5. This Instrument is made and may be filed with the Prothonotary or Clerk of the county in which the Property is

located in accordance with the requirements of the Act.

6. The provisions of this Instrument are severable. Any provisions of this Instrument which shall be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Subcontractor has executed this Instrument as of the date and year first above written.

SUBCONTRACTOR:

Attest: _____
Secretary

By: _____
(Signature)

Title: _____

Name: _____

(Corporate Seal)

: ss

On the _____ day of _____, 20____, before me, the subscriber, a notary public in and for the Commonwealth of Pennsylvania, personally appeared _____ (name of person signing on behalf of Subcontractor), who acknowledged him self to be the _____ (title of the person signing for the Subcontractor) of (the name of the _____ (the name of the company), a (corporation or general partnership or sole proprietorship), and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the (corporation or general partnership or sole proprietorship) by himself as such (title of person signing on behalf of the Subcontractor).

WITNESS my hand and seal the day and year aforesaid.

(SEAL)

Notary Public

My Commission Expires:

Exhibit E-2

SUB-SUBCONTRACTOR/SUPPLIER WAIVER OF LIENS

THIS INSTRUMENT is executed this ___ day of _____, 20__ by, _____ ("Sub-Subcontractor/Supplier") having an office at _____, in favor of OWNER, _____ ("Owner") having an office at _____, _____ ("Contractor"), and _____ ("Subcontractor").

WITNESSETH:

1. Sub-subcontractor/Supplier and Subcontractor have entered or shall enter into a certain agreement (the "Sub-subcontract/Supply Contract") for the construction of certain improvements and the renovation of certain other improvements (collectively, the "Improvements"), pursuant to a Trade Contract between Subcontractor and Contractor, which in turn is pursuant to a prime contract between Contractor and Owner, on a parcel of land located at and known as the project (collectively, the "Property"). The Property is owned by Owner.

2. Contractor has posted a bond guaranteeing payment for labor and materials provided by subcontractors on the project (as defined in the Pennsylvania Mechanics' Lien Law, as amended).

3. By the terms of the Sub-subcontract/Supply Contract and by this Instrument, Sub-subcontractor/Supplier has covenanted, promised and agreed and hereby covenants, promises and agrees that no mechanic's or materialmen's liens would be or will be filed or maintained against the Improvements or the estate or title of Owner in the Property, or any part thereof, or the appurtenances thereto, either by itself or anyone else for or on account of any work, labor or materials supplied in the performance of the Sub-subcontract/Supply Contract, or under any supplemental contract or for extra work, or in the erection, construction or completion of the Improvements on the Property or any appurtenance thereto.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the Sub-subcontract/Supply Contract and this Instrument, and intending to be legally bound hereby, Sub-subcontractor/Supplier agrees as follows:

1. Sub-subcontractor/Supplier is or may be a "Subcontractor" within the meaning of the Pennsylvania Mechanics' Lien Law, as amended (the "Act").

2. Sub-subcontractor/Supplier, for itself and anyone else acting or claiming through or under it, does hereby waive and relinquish all right to file a mechanics' lien, or notice of intention to file any lien, and does hereby covenant, promise and agree that no mechanics' lien or other lien of any kind whatsoever shall be filed or maintained against the Improvements or the estate or title of Owner in the Property or the appurtenances thereto, or any part thereof, by or in the name of Sub-subcontractor/Supplier or any sub-subcontractor, materialman, consultant or laborer for work done or materials furnished in connection with the Sub-subcontract/Supply Contract or by any other party acting through or under them or any of them for and about the Improvements or the Property or any part thereof.

3. This Instrument waiving the right of lien shall be an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the erection, construction and completion of the Improvements to the same extent as to any work and labor done and materials furnished in connection with the Sub-subcontract/Supply Contract.

4. THE FOLLOWING PARAGRAPH CONTAINS A WARRANT OF ATTORNEY FOR THE CONFESSION OF JUDGMENT AGAINST SUB-SUBCONTRACTOR/SUPPLIER AND ANYONE ACTING UNDER OR THROUGH SUB-SUBCONTRACTOR/SUPPLIER. In order to give Owner full power and authority to protect itself, the Improvements, the Property, the estate or title of Owner therein, and the appurtenances thereto, against any and all liens filed by Sub-subcontractor/Supplier or anyone acting under or through it in violation of the foregoing covenants, Sub-subcontractor/Supplier, knowingly and with the opportunity to consult with its counsel, hereby irrevocably authorizes and empowers any Attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as Attorney for it, them or any of them, in any such Court, and in its or their name or names, to the extent permitted by law, mark satisfied of record at the cost and expense of the Sub-subcontractor/Supplier or of any sub-subcontractor or materialman, any and all lien or liens, filed in violation of the foregoing covenants, or cause to be filed and served in connection with such lien or liens any pleading or instrument, or any amendment to any pleading or instrument previously filed by it or them, and to incorporate therein, as part of the record, the waiver and release contained in this Instrument, and for such act or acts this Instrument or a copy thereof shall be good and sufficient warrant and authority. A reference to the court, term and number in which and where this Instrument shall have been filed shall be conclusive evidence of the authority

herein contained to warrant such action, and the Sub-subcontractor/Supplier, for itself and for them, hereby remises, releases and quit-claims all rights and all manner or errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.

5. This Instrument is made and may be filed with the Prothonotary or Clerk of the county in which the Property is located in accordance with the requirements of the Act.

6. The provisions of this Instrument are severable. Any provisions of this Instrument which shall be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Sub-subcontractor/Supplier has executed this Instrument as of the date and year first above written.

SUB-SUBCONTRACTOR/SUPPLIER:

Attest: _____
Secretary

By: _____
(Signature)

Title: _____

Name: _____

(Corporate Seal)

: SS

On the _____ day of _____, 20____, before me, the subscriber, a notary public in and for the Commonwealth of Pennsylvania, personally appeared _____(name of person signing on behalf of Sub-contractor/Supplier), who acknowledged himself to be the (title of the person signing for the Sub-subcontractor/Supplier) of _____ (the name of the company), a _____(corporation or general partnership or sole proprietorship), and that he/she, being authorized to do so, executed the foregoing _____ instrument for the purposes therein contained by signing the name of the _____ (corporation or general partnership or sole proprietorship) by himself as such _____ (title of person signing on behalf of the Sub-subcontractor/Supplier).

WITNESS my hand and seal the day and year aforesaid.

(SEAL)

Notary Public

My Commission Expires:

Exhibit F Standard Safety Requirements

It is a requirement that all subcontractors, sub-subcontractors and their material suppliers comply with the Safety Program and regulations set forth by the Contractor and Owner including all OSHA and Industry Safety Standards. Safety is the concern and responsibility of everyone.

Accident prevention is a significant part of everyone's job. It is important that the tools, machines, material and buildings in which one works are maintained properly to eliminate hazards, which can cause injuries to the workers and the general public.

The Subcontractor is contractually obligated to comply with and train all workers and employees of the following:

1. Strict compliance with all Owner, Contractor and site-specific Requirements is the responsibility of the Subcontractor.
2. Every Subcontractor, Sub-subcontractor, and Supplier must comply with Federal State and Local safety codes at all times.
3. Violation of any of these rules or any OSHA regulation will be sufficient grounds for immediate removal from the project dependent upon the seriousness and/or repetition of the violation. It is required that all subcontractors train their employees properly, and their workers follow the best safe work practices of their trade. The Subcontractor is responsible for any violations or citations issued by OSHA, any Regulatory Commission, Federal, State or Local Agency. All violation fines will be issued as a Deduct Change Order and are not negotiable.
4. The Subcontractor shall submit a copy of their written safety program and their SDS sheets to the Contractor prior to their start of Work and maintain current copies of the same on site at all times while working.
5. The Subcontractor shall submit their company's Interstate Workers' Compensation Experience Modification Rate (EMR) for the past 2 years to the Contractor prior to the start of Work and upon request.
6. The Subcontractor must employ a competent person who is their designated Safety Representative. This person will attend all mandatory safety meeting by the Contractor, and is responsible for their employees. A Copy of their credentials is required to be submitted. A subcontractor whose contract value meets or exceeds \$5mm in value, has more than 25 workers on site, or are considered a high hazard trade must have a full time Safety Representative on site, whose responsibilities are limited to safety oversight and monitoring. This person will report directly to the Contractor Safety Manager or Superintendent on the project. The professional criteria for a Safety Representative is as follows:
 - a. Minimum 3 years of experience in safety and loss prevention specific to their trade.
 - b. Minimum 30hr OSHA Construction Safety Training within the past 5 years.
 - c. Minimum current First Aid/CPR/AED Training.
7. The Subcontractor must provide an adequate first aid kit for their employees in a conspicuous location(s) at all times while working on site.
8. Report any unsafe practice and unsafe condition to your supervisor; abide by the Safety Regulations at all times. All injuries, no matter how slight, must be reported to your supervisor immediately on the day of occurrence. An accident report must be filed within 2 hours of the occurrence. Failure to properly report an incident and to file an accident report within the specified time period may delay or jeopardize a claim for medical treatment and/or benefits provided under any federal, state, or local laws and regulations. Failure to investigate accidents and injuries may also contribute to reoccurrence. The Subcontractor must report all incidents and accidents to the Contractor upon occurrence. Any report that is not filed on time may result in a \$5,000 penalty to the offending subcontractor.
9. Submitting false or fraudulent information when reporting an accident or injury is unlawful and will be cause for dismissal and possible litigation to the extent of the law.
10. All site personnel must attend a minimum of one toolbox meeting per week that is relevant to the work at hand. Documentation relevant to the meetings must be presented to the project Superintendent weekly, with the names and signatures of all employees in attendance.
11. All Personal Protective Equipment (PPE), including but not limited to hard hats, safety glasses, work boots, respirators, fall protection and hearing protection, shall be furnished by the Subcontractor and shall be used as required. Hard hats must be worn at all times, including to and from the building.



Exhibit F

Standard Safety Requirements

12. Wear task appropriate gloves when handling metal or other items that have sharp or sheared edges and to protect hands from chemical agents and during activities having the potential for producing hand injuries.
 13. A tee shirt with sleeves is the minimum acceptable during hot weather. Loose fitting clothing can be hazardous. Shorts are prohibited, long trousers are required.
 14. Be alert at all times to the conditions and work processes in your area and surrounding areas, including weather conditions and the presence of other workers and equipment so that you can foresee and avoid possible hazards.
 15. Obey all commonsense rules, signs, marking and instructions. Make sure you are familiar with those that apply directly to you. If you don't know – ASK!
 16. Throwing or dropping materials from an upper elevation will be grounds for immediate and permanent dismissal from the project. Proper controlled lifting and lowering procedures will be used at all times.
 17. Keep clear of all operating equipment. Avoid pinch points and blind areas. Be alert to avoid swinging or suspended loads. Do not work or take a position under suspended loads. Install barricading or the appropriate flagging to warn other personnel in the area of overhead work or the other hazards.
 18. Subcontractor shall train their employees and workers in the safe and proper use of safety harnesses, lanyards, and the associated fall protection equipment as dictated by the work task being performed; such as work from elevated work locations, telescopic man lifts, a suspended scaffold, above an impalement hazard or other severe hazard etc.
 19. Only authorized, qualified and supervised personnel are permitted to operate equipment, vehicles, valves, electrical switches and similar machinery.
 20. Riding loads, slings, the ball, crane hook or other material hoisting equipment is prohibited and is grounds for immediate dismissal.
 21. Ladders shall be used only for the purpose for which they were designed; do not use a stepladder as a straight ladder or use extension ladder sections separately. Ladders shall be maintained free of oil, grease, and other slipping hazards and shall be inspected for structural defects prior to use. Non self-supporting ladders shall be used at the proper angle and shall be tied-off or otherwise secured to prevent accidental displacement.
 22. All scaffolds shall be erected, inspected and maintained in accordance with the manufacturer's recommended safe work practices. The competent person must pay particular attention to the suitability and stability of the footing, the structural soundness of any anchorage points required, and the proper installation of the decking, guardrails and toe boards. A competent person must be on site for daily inspection, installation and dismantling operations.
 23. Inspect all tools and equipment prior to each use. Always use the proper tools and equipment for the job; do not modify or redesign the tool to fit the job. Do not attempt to repair tools or equipment, instead report any defect to your supervisor. Remove damaged tools and equipment from service and use defect tags.
 24. Compressed gas cylinders shall be secured and/or stored in a secure and upright positions. Flashback arrestors are required on all gauges. When not in use, and cylinders are empty, in storage or are moved at any time, the valve protection caps shall be in place and secured. Empty cylinders shall be removed from the work area to the designated storage area, secured and marked accordingly.
 25. When welding or burning, use proper goggles or face shield; welding gloves; ensure flash shield/barriers are in place, if needed; and wind-up welding leads and hoses after use and/or at the end of the day.
 26. Keep all machinery guards, guardrails, midrails and other protective devices in place at all times.
 27. Subcontractor must provide fire protection equipment and fire watch person for all hot work on site.
 28. Maintain good housekeeping at all times. Keep waste, debris and rubbish cleaned up. Place lunch papers, cups, cans and other litter in trash receptacles. Discard and/or store oily rags and similar combustible materials in metal container suited for that purpose. The Subcontractor shall be responsible for the cost of all housekeeping relating to their Work.
 29. A Confined Space Entry Permit shall be requested, processed, issued and posted prior to employee entry into any confined space.
 30. Smoking is prohibited in most areas of the construction site. Smoking will only be allowed in designated areas.
-



Exhibit F Standard Safety Requirements

31. The possession of firearms, explosives, or other weapons while on the job site is prohibited.
32. The use, during working hours or being under the influence of controlled substances, other than prescriptions issued by license medical personnel is prohibited. All site workers must notify their supervisor when utilizing prescribed controlled substances. The Subcontractor and all workers are required to comply with the Contractor's Policy on Drugs and Alcohol Abuse. Anyone who is in blatant disregard to the policy will be removed from the project, and may not return without a drug-free test result.
33. Fighting, assaulting, and physically or verbally abusing any employee is prohibited and is cause for dismissal. In addition, there will be zero tolerance for horse play, harassment or cat calling. Discriminating against or harassing another employee or the public, because of their race, creed, color, sex, national origin, age or physical handicap is cause for dismissal.
34. Parking on site will be at the sole and absolute discretion of the Contractor and if allowed, shall be only in areas designated by the Project Superintendent. Each person shall indemnify and hold harmless the Contractor from any and all liabilities associated with the use of any parking facilities provided by the Contractor. All Subcontractor personnel must plan to park offsite.
35. Deliberate destruction, defacing, marking, abusing or theft of any property is prohibited.
36. Misuse or removal from the premises without proper authorization of: any employee lists, blueprints, company records, confidential information of any nature, equipment, tools, and material is prohibited and cause for dismissal.
37. Violation of any posted safety rules or failure to use such safety devices and/or PPE as required by law and/or the Contractor, will be grounds for disciplinary action.



Exhibit F Standard Safety Requirements

Zero Tolerance for Fall Exposures FALL PROTECTION AND PREVENTION POLICY

Each employee of the subcontractor, direct hire and tiered subcontractor by review of this document is made aware of his or her obligation to comply with the safety rules and regulations governing, training of employees, the installation, inspection maintenance and proper use of the required fall protection systems and personal fall protection equipment. Each employer shall provide and require each employee to wear and properly use APPROVED safety harnesses, lanyards and associated equipment when the work task dictates, such as but not limited to; working in/operating aerial lift. When performing work on a walking/working surface as described in OSHA Subpart M Fall Protection, 1926.500, the required protection method per Subpart M will be implemented as well as that required by the Owner's policies, all applicable regulations and standards, and company safe work practices.

This policy shall be strictly adhered to and enforced to the extent that any employee found NOT using approved safety harnesses, lanyards and all other fall protection equipment and/or devices as required shall be subject to disciplinary action up to and including immediate termination.

Any worker found damaging, altering or removing any part of a guardrail system without previous permission, or not properly replacing the system to its proper condition is grounds for removal from project. All cost for repair or replacement of the system will be a deduct change order to the employer of the responsible worker.

Each employee of a subcontractor, direct hire and tiered subcontractor shall utilize fall protection practices as per OSHA Standards or Owner's Directives, whichever is more stringent.

All regulatory standards (i.e. OSHA, etc.), Owner contractual requirements and safe work procedures will be strictly enforced. In the event one standard requires greater protection, the most stringent enforcement requirement shall be met.

This may require more than one fall protection system or a combination of prevention or protective measures. This may require, under certain conditions that a fall protection plan be written, specialized training be conducted for each task, and several other additional requirements be met prior to the commencement of work. Worker training will be each employer's responsibility.

Dale Corp. expects the cooperation of all involved in the monitoring, supervision, training and enforcing of work-place safety. If there is any uncertainty of a practice or condition, with regards to safety, Dale Corp. has trained personnel who will assist you before a condition becomes unsafe.

Safety Is Everyone's Responsibility!

Subcontractor

Date

Signed



APPLICATION AND CERTIFICATE FOR PAYMENT

TO **DALE CORP.** PROJECT: APPLICATION NO.: Distribution to:
 70 Limekiln Pike LOCATION: PERIOD TO: OWNER
 Glenside, PA 19038 PROJECT NOS.: ARCHITECT
 FROM: CONTRACT DATE: CONTRACTOR

CONTRACT FOR: INVOICE DATE: INVOICE NUMBER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** _____
2. **Net change by Change Orders** _____
3. **CONTRACT SUM TO DATE (Line 1 ± 2)** _____
4. **TOTAL COMPLETED & STORED TO DATE** _____
(Column G on G703)
5. **RETAINAGE:**
 - a. _____ % of Completed Work _____
(Columns D + E on G703)
 - b. _____ % of Stored Material _____
(Column F on G703)

Total Retainage (Line 5a + 5b or
Total in column I of G703) _____
6. **TOTAL EARNED LESS RETAINAGE** _____
(Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** _____
(Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE**
9. **BALANCE TO FINISH, INCLUDING RETAINAGE** _____
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: _____ Date: _____

State of: _____
 County of: _____
 Subscribed and sworn to before me this _____ day of _____, _____

Notary Public: _____
 My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on- site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to amount certified.)

ARCHITECT:
 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Exhibit H

SUBCONTRACTOR CHANGE ORDER REQUEST APPLICATION

PROJECT NAME: _____ C.O.R. NO.: _____
PROJECT NO: _____
SUBCONTRACTOR: _____ DATE: _____
DESCRIPTION OF CHANGE: _____

Subcontractor Direct Costs

Additive Costs

A Labor
B Material
C Equipment
D Subtotal of Additive Cost

Deductive Costs (use minus sign to denote negative figures)

E Labor
F Material
G Equipment
H Subtotal of Deductive Cost

I Subcontractor's Total Direct Cost (D+H)

J Subcontractor's Mark-up

Line "J" mark-up is calculated in accordance with allowable Subcontract percentages and applied to the line "I" subtotal.

K Total General Contractor Direct Costs + Mark-up (Line I + J)

ADJUSTMENT TO TIME FOR PERFORMANCE: In connection with the change(s) noted above, Subcontractor agrees that its time for performance under the Subcontract will be adjusted as follows (insert "X" on applicable line and complete as applicable):

Subcontractor's time for performance of the Work is [](increased) [](decreased) by (___) days.

Note: Include detailed breakdown of material, labor and equipment cost for each trade.

Note: This application is NOT a commitment to payment

By executing this Change Order, Subcontractor attests that the Subcontract adjustment provided herein is adequate and constitutes compensation in full for all costs, claims, markup, and expenses, direct or indirect, attributable to this or any other prior Change Orders.

To the best of my knowledge and belief, I certify that all costs listed above are correct.

Subcontractor Signature

Date

Dale Corp.

Date

Exhibit I
SUBCONTRACTOR'S PARTIAL RELEASE AND WAIVER OF LIENS

FROM: _____ (“Subcontractor”)
TO: Dale Corp. (“Contractor”)
PROJECT: _____
OWNER: _____
AMOUNT OF CURRENT PAYMENT: \$ _____

BACKGROUND

A. Contractor and Owner are parties to that certain contract for construction dated _____ (the “Contract”) with respect to the construction or renovation of certain improvements as more particularly described in the Contract (the “Improvements”) to be constructed on that parcel of land located at _____ (the “Property”) (the Improvements and the Property are sometimes collectively referred to as the “Project”).

B. Subcontractor and Contractor are parties to that certain subcontract for construction dated _____ (the “Subcontract”), pursuant to which Subcontractor agreed to complete the work described in the Subcontract for the amounts and upon the terms and conditions set forth in the Subcontract and, by reference and incorporation, the Contract.

C. In accordance with the terms of the Subcontract, and upon application by Subcontractor for each progress payment from Contractor during the course of construction, Subcontractor has agreed to provide to Contractor and Owner a Partial Release and Waiver of Liens (the “Partial Release”), pursuant to which, and upon consideration of such payments made to Subcontractor, Subcontractor has agreed to waive, release and relinquish all liens and claims which Subcontractor has or may have with respect to the Improvements and the Property for the time periods, work and payments hereinafter described.

NOW THEREFORE, for and in consideration of payment received and for other good and valuable consideration, and intending to be legally bound, Subcontractor agrees as follows:

1. In consideration of the amounts and sums previously received, and contingent upon the Contractor making the Current Payment referenced above to the Subcontractor, the undersigned does hereby forever waive and release all construction lien rights, stop notices, equitable liens and labor and material bond rights that Subcontractor may have against Owner, Contractor, their affiliates and subsidiaries, and lenders, on account of labor and/or materials, subcontract work, equipment or other work, rentals, services or supplies heretofore furnished in and for the construction, design, improvement, alteration, additions to or repair of the above described Project to the extent of the payment described.

2. In further consideration of the payment made or to be made as above set forth, and to induce Contractor to make said payment, the undersigned agrees to defend and hold harmless the Owner, Contractor and/or lender, if any, and/or the principal and surety, if any, from any claim or claims hereinafter made by the undersigned and/or its material suppliers, subcontractors or employees, servants, agents or assigns of such persons against the Project. The undersigned agrees to indemnify or reimburse all persons so relying upon

this Partial Release for any and all sums, including attorney's fees and costs, which may be incurred as the result of any such claims.

3. It is acknowledged that the designation of the above Project constitutes an adequate description of the Property and Improvements for which the undersigned has received consideration for this Partial Release. It is further warranted and represented that all such claims against the undersigned or the undersigned's subcontractors and/or material suppliers have been paid or that arrangements, satisfactory to the Owner and Contractor, have been made for such payments.

4. It is acknowledged that this Partial Release is for the benefit of and may be relied upon by the Owner, the Contractor, any construction lender and the principal and surety on any labor and material bond for the Project.

5. In addition to the foregoing, this instrument shall constitute a complete release of all debts, rights, claims, damages and demands of the undersigned against the Contractor, Owner and surety, if any, in law or in equity arising out of or pertaining to the Project that the undersigned may have, whether known or unknown, through the date of this Partial Release. To the extent that there are claims that the undersigned wishes to reserve and except out of this Partial Release they are detailed with specificity on the reverse side of this Partial Release. By permitting such a listing, Contractor in no way waives the notice or change order obligations of the undersigned as set forth in the subcontract.

IN WITNESS WHEREOF and intending to be legally bound, the Subcontractor has caused this Partial Release to be executed and delivered as of the day and year first written above.

_____ Subcontractor Name

By: _____

Name:

Title:

COMMONWEALTH OF _____ :

: SS

COUNTY OF _____ :

On the ___ day of _____, 20__ before me, the subscriber, a notary public in the State and County aforesaid, personally appeared _____, who acknowledged himself to be the _____ of _____, and that he/she, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by her/himself as the officer thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

EXHIBIT J

SUBCONTRACTOR/SUPPLIER'S FINAL RELEASE AND WAIVER OF LIENS AND CLAIMS

Subcontractor/Supplier:

Project:

Contractor: Dale Corp.

Owner:

Amount:

Date:

1. Subcontractor/Supplier for and in consideration of the Amount stated above (hereinafter "Final Payment"), receipt of which Final Payment is hereby acknowledged, does hereby forever release and waive all mechanics' lien rights, notices, claims, and liens, and all equitable lien rights, notices, claims, and liens, and all other rights, claims, demands, and causes of action, whether legal or equitable (collectively, "Liens and Claims") against the Owner, the Contractor, their respective sureties and lenders (collectively, "Construction Entities"), the real property upon which the project is located, all buildings, improvements, and the lots of ground appurtenant thereto (collectively, the "Project"), which Subcontractor/Supplier had, has or in the future may have with respect to all labor, work, services, materials, equipment, fixtures, supplies, rentals, and subcontract work furnished (collectively, "Work"), provided for the erection, construction, alteration, repair, and improvement of the Project.
2. This Final Release and Waiver of Liens and Claims ("Final Release"), given for and in consideration of the Final Payment and other good and valuable consideration, is an express warrant, acknowledgment, and representation from Subcontractor/Supplier that there are no other costs, expenses, fees, charges, changes, claims, demands, change orders, or change order requests that arise out of or relate to Subcontractor/Supplier's Work at the Project. Subcontractor/Supplier further warrants, acknowledges, and represents that the Final Payment includes all additional and extra costs, expenses, fees, charges, changes, claims, demands, change orders, and change order requests that were, are, or could in the future could be, due from the Construction Entities for Subcontractor/Supplier's Work on the Project.
3. It is expressly warranted, acknowledged, represented, and agreed that the above identification of the Project constitutes a sufficient description of the Project for which the Subcontractor/Supplier has performed its Work and has received consideration for this Final Release.
4. It is expressly warranted, acknowledged, represented, and agreed that all Liens and Claims, whether actual or potential, against the Construction Entities, the Contractor's subcontractors, sub-subcontractors, and all suppliers of materials, equipment, and fixtures, and the Project have, as of the date of this Final Release, been paid in full. Subcontractor/Supplier shall indemnify and hold harmless the Released Parties from any claims, liens or damages claimed by its subcontractors, materials suppliers, or employees that are alleged to have accrued prior to the date of this Final Release, and shall pay all expenses incurred in defending such claims, including but not limited to reasonable attorneys' fees. If any of Subcontractor/Supplier's subcontractors, materials suppliers, or employees file a Mechanic's Lien prior to the date of this Final Release, Subcontractor/Supplier shall immediately cause the lien discharged by either paying the lien claimant or posting a bond of 200% the lien amount, a letter of credit or other suitable collateral security to discharge the lien.
5. It is expressly warranted, acknowledged, represented, and agreed that this Final Release is for the benefit of, and may be relied upon by, any or all of the Construction Entities, and that the Construction Entities have fully and completely satisfied all, if any, of their respective duties and obligations to the Subcontractor/Supplier, whether by contract or at law or in equity, for Subcontractor/Supplier's Work

EXHIBIT J

**SUBCONTRACTOR/SUPPLIER'S FINAL RELEASE
AND WAIVER OF LIENS AND CLAIMS**

on the Project; provided, however, that this Final Release shall not, and shall not be construed to, create any third party rights in the Subcontractor/Supplier against the Owner or any sureties or lenders.

INTENDING TO BE LEGALLY BOUND HEREBY:

Subcontractor/Supplier:

By: _____

Name:

Title:

Date: _____, 200__ .

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF :

On the ___ day of _____, 20__ before me, the subscriber, a notary public in the State and County aforesaid, personally appeared _____, who acknowledged himself to be the _____ of _____, and that he/she, as such being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as the officer thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

