WORK AUTHORIZATION

MSA NO.

BETWEEN

(“CONTRACTOR")

AND

("SUBCONTRACTOR")

("SUBCONTRACTOR" Legal Name (If different from above))

DATED: ,

Subcontractor’s execution of these Work Authorizations shall constitute final and binding acceptance of these documents in their printed form. Any change to the printed form of these documents will be deemed void and ineffective to alter your acceptance of and obligation to perform in accordance with their printed terms and conditions.

NOTE: Depending on Project requirements, _____must either submit a certificate of insurance before you can begin work on site, refer to the Insurance Requirements Exhibit for specific insurance requirements, or be enrolled in the Rolling Owner Controlled Insurance Program before it can begin work on site. Please refer to the project specifications for more information.

WORK AUTHORIZATION	Effective Date: Job No.: Subcontract No.:
Contractor:	
	Telephone:
Subcontractor	
	Telephone:
Project & Location:	
	Telephone:
Owner:	
Owner's Representative:	
	Telephone: Email:

Contractor and Subcontractor agree as follows:

This Work Authorization is subject to and governed exclusively by the terms and conditions of the Master Subcontract Agreement effective on _____ by and between Contractor and Subcontractor. All terms defined in the Work Authorization shall have the same meaning as set forth in the Master Subcontract Agreement if used herein unless expressly provided otherwise in this Work Authorization. Conflicts between the terms of this Work Authorization, the Master Subcontract Agreement and any attachment hereto shall be resolved in favor of this Work Authorization.

By entering into this Work Authorization, Subcontractor acknowledges and agrees to exercise due diligence in investigating and determining that all employees of the Subcontractor, and anyone directly or indirectly employed by the Subcontractor, or anyone for whose acts the Subcontractor may be liable, has complied with all federal, state and local regulations, laws and ordinances as

necessary to certify compliance with Tex. Gov't Code § 22.0834; Tex. Admin. Code § 153.11001; and, all like statutes governing criminal background checks.

SECTION 1: Scope of Subcontract Work.

1.01 The Subcontract Work includes the following:

1.02 Plans Dated: See attached

1.03 Specifications: See attached

1.04 Addenda:

1.05 Subcontract Price Total (Lump Sum):
($)

For clarification purposes, the contract amount is broken down as follows:

$

1.06 Retainage: %

1.07 Allowable markup on changes: %

1.08 Scope of Work

The Subcontract Work includes, but is not limited to, the following:

STANDARD INCLUSIONS

1. Compliance with the Contractor's project safety program, record-keeping and work rules.
2. Daily clean-up and removal of debris to a designated on-site receptacle as directed by Superintendent.
3. Adequate personnel and/or extended work hours to meet the project schedule requirements.
4. Because of the fast-track schedule, ALL submittals are due no later than two weeks after the date of this contract, unless a specific date is listed below.
5. Weekly Sub meetings with Superintendent, attendance is mandatory.
6. Protection of other trades' finishes.
7. All material handling, stocking and protection of stored material.
8. Any other related work to insure a complete working system.
9. If Subcontractor will be providing a crane on a Bartlett Cocke project, the operator must have a current National Commission for the Certification of Crane Operators (NCCCO) certificate or license.
10. Supply all Operations and Maintenance Manuals (1) one week after approved submittals are received. The operations and maintenance manuals must be provided in electronic format (in addition to any requirements spelled out in the contract documents) and must be separated and tabbed per Bartlett Cocke requirements. Requirements for electronic copies of Operation and Maintenance Manuals are as follows:
    a) Each electronic copy shall include all information included in the corresponding printed copy.
    b) Submit each electronic copy on a separate Compact Disc (CD) or Digital Versatile Disc (DVD), unless
    c) another electronic data transfer method or format is specified in the Contract Documents.
    File Format:
        i) Files shall be in "portable document format" (PDF).
        ii) Files shall be electronically searchable.
        iii) Submit a separate file for each specification section document in the printed copy. The file name shall be the specification section and name as submitted.
        iv) Within each file, provide bookmarks for the following:
            (1) Each item and subsection listed in the corresponding printed copy document's table of contents.
            (2) Each figure.
            (3) Each table.
            (4) Each appendix.

PROJECT SPECIFIC INCLUSIONS

The following items are excluded from this Subcontract:

SECTION 2: Exhibits

This Work Authorization includes the attached Exhibits, each of which are incorporated by reference as if fully stated herein: EXECUTED as of the Effective Date first above written.

CONTRACTOR	***SUBCONTRACTOR***
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

EXHIBIT

To

WORK AUTHORIZATION

CONTRACTOR'S SUPPLEMENTAL SAFETY REQUIREMENTS

IN RE:

MSA NO.

BETWEEN

("CONTRACTOR")

AND

("SUBCONTRACTOR")

DATED:

A. Subcontractor warrants and represents to Contractor that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its forces for the purpose of enforcing compliance with these safety requirements in connection with Subcontractor's Work. Subcontractor acknowledges and agrees that Contractor does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect Subcontractor's Work activities for the purpose of enforcing compliance with these safety requirements.

B. Subcontractor shall be familiar with and shall abide by the safety rules and regulations of Contractor, Owner, and any governmental body having the authority to control the manner or method of carrying out the Work, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto. Subcontractor further agrees to require all of its employees, subcontractors and suppliers to comply with these requirements.

C. Subcontractor shall be responsible without limitation for complying with the provisions of OSHA Standard 1926.59 and/or other Laws relating to hazard communications or "right-to-know." Subcontractor shall ensure that Contractor is furnished with a copy of all current Material Safety Data Sheets required by the Hazardous Communication Standards for all Hazardous Substances, which Subcontractor will introduce to any Work location where Contractor's employees may be present. To the extent that Material Safety Data Sheets must be posted in Work locations where Subcontractor uses, or stores Hazardous Substances on any Work location subject to this Agreement, Subcontractor shall see that such Material Safety Data Sheets are prepared and posted as required by Laws. Subcontractor hereby warrants that any chemical or substance used or stored on any Work location subject to this Agreement that is unaccompanied by a Material Safety Data Sheet as required by OSHA is not hazardous.

D. Subcontractor shall observe and comply with all Laws with respect to environmental protection applicable to the Site and to Subcontractor's Work, including those Laws relating to the use of water, the release, discharge or disposal of wastes, the control of drainage, and the protection of vegetation, wildlife, habitats, or surroundings. Subcontractor shall also observe and comply with any environmental commitments made by Owner and Contractor in securing any permit or authorization for the Site.

E. Without limiting the foregoing, Subcontractor specifically shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to:

1. Ensure the use of required and approved appropriate personal protective equipment including but not limited to hardhats, safety glasses with side shields, proper clothing, Work shoes, fall protection devices, respiratory protection and other equipment that may be necessary.

2. Ensure that platforms and scaffolding conform to OSHA specifications and have decking, toe boards, mid- and top-rail, cross bracing, level pads and/or wheels and appropriate ladders for platform access. The construction and maintenance shall be supervised by a designated competent person. They shall be designed by a registered engineer when appropriate.

3. Provide for and ensure the use of continuous fall protection equipment when activities take place above 6'0" with a potential fall exposure or such lower elevations as may be established for the Site.

4. Provide competent persons designated in accordance with OSHA 29 CFR Part 1926 for all applications that

require that designation.

F. Without limiting the foregoing, Subcontractor and its Subcontractors shall:

1. Provide for and ensure the use of safety equipment in its Work in accordance with Contractor's and/or Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.

2. Conduct a weekly safety meeting with its employees and list the topics discussed with signatures of attendees. Such a list shall be made available to Contractor upon request. Subcontractor and Subcontractor's Subcontractors are invited to attend Contractor's safety meetings in lieu of their own but attendance at these weekly safety meetings is not intended to and shall not relieve Subcontractor of its duty to provide safety training to its employees in accordance with safety requirements of generally recognized industry standards, and any applicable Laws.

3. Provide Contractor's on-site management with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided. Subcontractor shall furnish its employees first aid or send first aid injuries to Subcontractor's designated doctor.

4. Within eight (8) hours from the time of accident (or such shorter period as Laws may require), advise Contractor of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Contractor with a written report of any such accident as well as a copy of all Insurance and Workers' Compensation Claims involving this Project.

5. Maintain clean Work areas and secure and protect all Work materials in accordance with safety requirements of generally recognized industry standards.

6. If it becomes necessary to have access to any openings or shafts or to remove handrails, Subcontractor shall ensure that the openings or shafts are protected in accordance with generally accepted practices and any applicable federal, state or local standards while the Work is in progress, and that any covers or handrails removed by the Subcontractor are replaced before leaving the area.

7. Dig and maintain all excavations in a manner consistent with OSHA guidelines under the supervision of a competent person.

8. Maintain and inspect all construction equipment, including cranes and other lifting equipment prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training (e.g., forklift training, scaffold training) is the responsibility of the Subcontractor.

9. Implement Lock Out/Tag Out procedures that are consistent with Contractor and/or Owner's procedures.

10. Coordinate Work adjacent to stored energy devices (e.g., overhead power lines or underground utilities) with the appropriate authorities.

G. Subcontractor agrees and acknowledges that the failure to perform or comply with any of the requirements set out in this Attachment shall constitute a default of Subcontractor's obligations under the Subcontract.

EXHIBIT

To

WORK AUTHORIZATION

CONTRACTOR'S SUPPLEMENTAL QUALITY REQUIREMENTS

IN RE:

MSA NO.

BETWEEN

("CONTRACTOR")

AND

("SUBCONTRACTOR")

DATED:

A. Subcontractor warrants and represents to Contractor that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its forces for the purpose of enforcing compliance with these quality requirements in connection with Subcontractor's Work. Subcontractor acknowledges and agrees that Contractor does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect Subcontractor's Work activities for the purpose of enforcing compliance with these quality requirements.

B. Subcontractor shall be familiar with and shall comply with the requirements of the Contract Documents, including but not limited to drawings, specifications, approved submittals, shop drawings, manufacturer installation instructions, applicable building codes, and generally recognized industry standards. Subcontractor further agrees to require all of its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall promptly notify Contractor of any conflicts, discrepancies, omissions, or inconsistencies discovered in the Contract Documents prior to proceeding with the affected Work.

C. Subcontractor shall be responsible for ensuring that all materials, equipment, and workmanship incorporated into the Work conform to the Contract Documents and applicable industry standards. Subcontractor shall ensure that only materials and equipment that have been properly submitted and approved through the submittal process are incorporated into the Work.

D. Subcontractor shall implement and maintain a quality control process sufficient to ensure that all Work performed complies with the Contract Documents.
Such quality control process shall include, but not be limited to:
    1. Inspection of Work in progress and completed Work.
    2. Verification that materials and equipment installed match approved submittals.
    3. Coordination with Contractor, Owner, inspectors, and testing agencies for required inspections and testing.
    4. Documentation of inspections and corrective actions.

Subcontractor shall maintain records of quality inspections and shall make such records available to Contractor upon request.

E. Subcontractor shall cooperate fully with Contractor, Owner, architects, engineers, inspectors, and testing agencies in connection with inspections and testing of the Work.
Subcontractor shall:
    1. Provide reasonable access to the Work for inspection and testing.
    2. Notify Contractor when Work is ready for inspection.
    3. Provide assistance necessary for testing agencies to perform required testing.
    4. Diligently correct any nonconforming work.

Any additional inspections or testing required as a result of defective or nonconforming Work shall be performed at Subcontractor's expense.

F. Subcontractor shall comply with the Project Site-Specific Quality Control Plan where applicable. Such plan may establish additional project-specific quality procedures, inspection requirements, documentation requirements, coordination procedures, and other quality control measures applicable to the Project. Subcontractor shall review the Site-Specific Quality Control Plan prior to commencing Work and shall ensure that its employees, subcontractors, and suppliers comply with all applicable requirements contained therein. Compliance with the Site-Specific Quality Control Plan shall not relieve Subcontractor of its responsibility to perform Work in accordance with the Contract Documents.

G. Subcontractor shall promptly correct any Work that does not conform to the requirements of the Contract Documents. If Subcontractor fails to correct nonconforming Work within a reasonable time after notice from Contractor, Contractor may correct the Work or remove and replace the Work, and the cost thereof shall be borne by Subcontractor.

H. Subcontractor shall protect its Work and the Work of others from damage caused by its operations until final acceptance of the Project. Subcontractor shall repair or replace any Work damaged by its operations at no additional cost to Contractor or Owner.

I. Subcontractor shall provide all required project closeout documentation including, but not limited to:
   - Warranties
   - Operation and maintenance manuals
   - As-built drawings
   - Test reports and certifications
   - Other documentation required by the Contract Documents

   Failure to provide required documentation may delay final payment.

J. Without limiting the foregoing, Subcontractor and its Subcontractors shall:
   1. Perform Work in accordance with the Contract Documents and generally recognized industry standards.
   2. Use qualified personnel who are properly trained for the Work being performed.
   3. Coordinate Work with other trades to avoid conflicts, damage to completed Work, or rework.
   4. Promptly correct deficiencies identified by Contractor, Owner, Architect, or inspectors.
   5. Maintain clean and orderly Work areas to support proper installation and protection of materials and Work.

K. Subcontractor agrees and acknowledges that the failure to perform or comply with any of the requirements set out in this Exhibit shall constitute a default of Subcontractor's obligations under the Subcontract.

EXHIBIT

To

WORK AUTHORIZATION

INSURANCE REQUIREMENTS

IN RE:

MSA NO.

BETWEEN

("CONTRACTOR")

AND

("SUBCONTRACTOR")

DATED:

1.01 Commencing on the Effective Date of the MSA, Subcontractor shall, at its own expense, purchase, maintain and keep in full force and effect such lines of insurance coverage as will protect Owner and Contractor from claims which may arise out of or result from Subcontractor's Work, regardless of whether the Subcontract Work was performed by Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable (including at a minimum the following minimum insurance coverages and limits; provided, however, if other Contract Documents, or the Work Authorization executed for a specific project, require insurance coverage or minimum limits that are greater than those listed below in this Exhibit, the minimum limits therein shall control and shall be provided by Subcontractor):

A. Statutory Workers' Compensation and Employers' Liability covering all Subcontractor's jobsite employees, including a waiver of subrogation in favor of Owner and Contractor, with applicable statutory limits, naming Contractor as the Alternate Employer, and at least Employer's Liability coverage of.
Required Limits – Statutory limits, with Employers' Liability Coverage as follows:

Bodily Injury by Accident	$1,000,000.00
Bodily Injury by Disease Each Employee	$1,000,000.00
Bodily Injury by Disease Policy Limit	$1,000,000.00

B. Commercial General Liability Insurance, written on an occurrence basis with minimum limits of coverage not less than those indicated below, written on an ISO CG 00 01 12 04 coverage form, or a form identical thereto, and shall include Contractor and Owner as additional insureds on its CGL policy on a combination of unmodified ISO endorsements CG 20 10 10 01 and CG 20 37 10 01, or their equivalent. Such policies shall contain no endorsements or policy forms reducing, limiting or excluding in any way the scope of coverage afforded under such form, including without limitation any endorsements/forms excluding or limiting coverage for the following:

(a) Liability assumed by Subcontractor under a written agreement, including any contractual liability limitation endorsement restricting coverage to only liability that would exist in the absence of a contract, such as the ISO CG 21 39 or its equivalent, or any amendment of insured contract definition endorsement such as the ISO CG 24 26 or its equivalent;

(b) Explosion, collapse, underground property damage, blasting, blowouts, cratering, or the like, including any Explosion, Collapse And Underground Property Damage Hazard endorsement such as the ISO CG 21 42 or ISO CG 21 43 endorsements, or their equivalent;

(c) Cross-liability between insureds;

(d) Injury to independent contractors and employees of independent contractors;

(e) Any exclusion relating to damage to work performed by Subcontractors on behalf of Geotechnical Engineer such as the ISO CG 22 94 or ISO CG 22 95, or their equivalent;

(f) Any type of classification or business description limitation endorsement;

(g) Any type of endorsement excluding coverage for construction defects in the completed operations phase;

(h) Any type of endorsement modifying the employer's liability exclusion;

(i) Any type of habitational or residential exclusion;

(j) Any type of punitive, exemplary or multiplied damages exclusion; and,

(k) Any type of subsidence exclusion if the Subcontractor is engaged in any type of earth movement work, including but not limited to soil compaction, fill, or installation of storm or sewer drains.

The CGL policy shall at a minimum include the following coverages:

(i) Bodily injury and Property damage on an "Occurrence" basis;

(ii) Premises & Operations Liability;

(iii) Products/Completed Operations Liability to be maintained until the expiration of Subcontractor's maximum period of exposure to liability for the Subcontract Work pursuant to the Texas statute of repose, in Tex. Civ. Practice & Remedies Code, 16.009;

(iv) Personal and Advertising Injury Liability; and

(v) Electronic Data Liability coverage under an endorsement equal to ISO CG 04 37 with a minimum sublimit of liability equal to the minimum amount required hereunder for the CGL policy.

Minimum CGL limits of coverage:

Each Occurrence	$1,000,000.00
General Aggregate, endorsed to include a per-project aggregate	$2,000,000.00
Products and Completed Operations Aggregate	$2,000,000.00

If the limits of coverage required above are below the actual limits of coverage in Subcontractor's primary commercial liability insurance policy, the above required limits of coverage shall be deemed to be automatically increased to the amount of such higher actual limits to avoid a gap in coverage that would preclude coverage under the excess/umbrella policy for failure of the underlying policy to exhaust its policy limits.

C. Business Automobile Insurance providing for bodily injury and property damage, on per occurrence basis, written on a standard form covering all owned, non-owned, and hired automobiles, with an endorsement naming Owner and Contractor as additional insured.:

Combined Single Limit BI & PD	$1,000,000.00 Per Occurrence/Aggregate

D. Excess Liability Coverage, following form, over Employers' Liability, Commercial General Liability, Business Automobile Liability coverages, that provides coverage no less broad than the coverage in the underlying policies with its coverage limits beginning at the amount of the limits of each of these primary policies, and limits in addition to those provided by the primary policy coverages, Certificate must include an endorsement naming Owner and Contractor as additional insured with the limits shown below.

Excess Liability Coverage	$2,000,000.00 Per Occurrence/Aggregate

E. Pollution Liability Coverage shall be provided by Subcontractor if the Work to be performed includes environmental or remediation and shall have the limits of coverage shown below, providing occurrence based coverage for all claims, liabilities, damages, costs, fees, and expenses of any kind or character, including but not limited to claims for bodily injury or death, property damage, environmental or natural resource damage, and any civil fines, fees, civil assessments or civil penalties or punitive, exemplary or multiplied damages assessed by any governmental department, agency, commission or court, arising out of any Pollution Condition(s) (as defined below) that is in any way related to Subcontractor's operations, actions or inactions, or completed operations associated with any Work performed by Subcontractor Personnel. Coverage must be maintained for a minimum of twenty-four (24) months after the date that a Certificate of Final Completion is issued, or if the Contract is terminated for any reason, for a minimum of twenty-four (24) months following the date of termination. If coverage is written on a Claims Made & Reported Policy form, the policy retroactive date shall be no later than the Contract Effective Date. Such insurance shall name Owner and Contractor, including their affiliates, shareholders, directors, officers, members, employees and agents as additional insureds.

The Pollution Liability policy shall provide coverage for "sudden & accidental" and gradual occurrences arising from the Work performed under this Contract. Additionally, Subcontractor's Comprehensive

Automobile Liability policy shall either be endorsed to provide coverage under the ISO CA9948 endorsement (Broadened Pollution Liability Coverage) and Motor Carrier Endorsement (MCS-90), or the Subcontractor's Pollution Liability policy shall be endorsed to provide transportation coverage beyond the boundaries of the job site, if Subcontractor's activities involve hauling excavated spoil.

The Contractor's Pollution Liability policy shall also include the following coverages:

(a) Coverage for bodily injury to include physical injury, sickness, disease, death, mental anguish and emotional distress sustained by any person;
(b) Coverage for all costs that are related to or that arise out of or from the investigation or adjustment of any claim or in connection with any court, arbitration, mediation, state administrative hearing, or other proceeding of any kind, including attorney's fees, expert witness fees, costs, charges and expenses of any kind or character, that arise out of or that are related to a Pollution Condition(s); and
(c) If non-owned disposal sites are used for disposal of wastes, these sites shall be specifically covered under the Pollution Liability policy.

"Pollution Condition(s)" means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, sewage, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

Pollution Liability $1,000,000.00 Per Occurrence/Aggregate

F. Professional Liability Coverage shall be provided by Subcontractor if the Subcontract Work to be performed includes architectural or engineering services, in which case Subcontractor shall provide insurance in the amount of $1,000,000 per claim made and in aggregate, to protect Owner and Contractor from liability arising from errors and omissions in the performance of professional design or engineering services by Subcontractor, its agents, employees or consultants. This insurance must be endorsed to cover the indemnities contained in this MSA and shall not include any type of exclusion or limitation of coverage applicable to claims arising from: (i) bodily injury or property damage where coverage is provided on behalf of design professionals or subcontractors; (ii) habitational or residential operations; (iii) pollution, mold and/or microbial matter and/or fungus and/or biological substance; (iv) punitive, exemplary or multiplied damages; (v) professional liability of the Subcontractor arising out of professional negligence of Subcontractor Personnel; or (vi) design/build services with minimum limits of:

Professional Liability $1,000,000.00 Per Claim/ Aggregate

1.02 Each of Subcontractor's liability insurance policies (excluding only Subcontractor's workers' compensation/employers' liability and professional liability policies), shall be endorsed to provide that they are primary to and non-contributing with, any other insurance carried by, or for the benefit of the Contractor and Owner. Insurance may be provided under a single limit policy, or two or more policies with combined limits for the required amount of coverage. Subcontractor's Commercial General Liability primary policies shall include a per-project aggregate endorsement. If any insurance Subcontractor furnishes shall be, or become at risk of being, reduced diminished or exhausted by claims thereon, Subcontractor agrees to supplement, increase and/or replace such insurance with other insurance to ensure that Subcontractor has available at all times the coverage required hereunder.

1.03 Subcontractor's workers' compensation, employers' liability, commercial automobile liability, CGL, excess liability, professional liability, pollution liability and builder's risk insurance policies shall be endorsed to waive all rights of subrogation in favor of the Contractor and Owner. With respect to all such policies, Subcontractor waives any and all rights of recovery or subrogation against the Contractor and Owner.

1.04 The Contractor and Owner shall be included as additional insureds without limitation on all policies required herein (except workers' compensation, employers' liability and professional liability policies), under the form of an additional insured endorsement providing the maximum protection to Contractor allowed by applicable law, except as otherwise expressly stated herein, and the schedule in all additional insured endorsements shall confer blanket additional insured status under the policies to any person or organization for whom Subcontractor has agreed in a contract or agreement that such person or organization be added as an additional insured. Subcontractor represents and warrants that:

(a) Subcontractor's policies of liability insurance, including Subcontractor's commercial general liability, commercial automobile liability, and excess liability insurance policies have been endorsed to cover the Contractor and Owner as additional insureds to the maximum extent permitted by applicable law, or as otherwise set forth herein, with respect to liability arising out of the Subcontract Work performed by or for Subcontractor, including ongoing and completed operations in connection with this Contract (and such coverage provides for the protection of each insured against claims of liability by another insured, under a severability of interests clause).

(b) Such policies of insurance have also been endorsed to cover as an additional insured any third party to the extent required by the Contract Documents.

(c) Such endorsements provide as to each additional insured, at a minimum, coverage to the limits of each such policy for at least each Claim to the same extent that Subcontractor is obligated to indemnify and defend the additional insured as an Indemnified Party under the Contract.

(d) Access to originals or certified copies of required insurance policies have been provided to Contractor for review.

(e) Attached hereto are true and correct copies of the following:

(i) current certificates of insurance describing each of the policies of insurance required hereunder; and

(ii) all policy endorsements required hereunder.

1.05 All policies shall be endorsed to require thirty (30) days' notice of cancellation to the Contractor (except for cancellation resulting from non-payment of premiums) and ten (10) days' notice of cancellation to Contractor in the event of non-payment of premiums by Subcontractor. Subcontractor shall not cause or permit its insurance to be canceled, reduced, restricted, limited, or invalidated.

1.06 Contractor shall have the right to provide, or to permit Owner to provide, a Builders' Risk Insurance policy naming Subcontractor as an insured and covering the Subcontract Work (not Subcontractor's or its employees tools and construction equipment) against loss or damage as therein provided. If Owner or Contractor provide Builders' Risk Insurance, Subcontractor represents and warrants that its pricing for this MSA excludes any cost or charge to insure the Subcontract Work against the risk of loss or damage. Subcontractor will protect the Subcontract Work against loss or damage from and after the time Owner gives Subcontractor notice to proceed with the Subcontract Work, and continuing until the Subcontract Work is finally accepted and Subcontractor has demobilized its forces and equipment from the Project site. Subcontractor shall be liable for and assume the risk of any damage or loss to the Subcontract Work or the Work of others on the Project that is not covered by such insurance, including any deductible charges associated with such damage or loss, if it (1) occurs while Subcontractor bears such risk of loss; (2) is caused by defects in the Subcontract Work; or (3) is caused by the fault or negligence of Subcontractor. If neither Contractor nor Owner provides Builders' Risk insurance for the Project, including the Subcontract Work, then Subcontractor shall be deemed advised that it shall furnish a policy to insure the Subcontract Work for its full insurable value against risk of loss or damage while Subcontractor bears risk of loss under this MSA and name Contractor and Owner as named insureds on such policy, which shall be subject to Contractor's review and approval and the reasonable cost of which coverage shall be reimbursed by Contractor under a Change Order. Subcontractor waives, and shall cause its insurers to waive, all rights of subrogation that Subcontractor or its insurers may have against Contractor and any other party that Subcontractor is required to indemnify under this MSA. Nothing herein shall be construed to limit in any way Subcontractor's obligations to remedy and correct defects under this MSA.

1.07 All Subcontractor's insurance shall be issued by insurance carriers licensed to do business in Texas at the time the policy is issued and rated by A.M. Best Company as A-VIII or better, confirmed by one or more insurance certificates conforming to the following requirements:

(a) Certificates of insurance shall be prepared on an Acord 25 (2016/03) form;

(b) Certificates shall designate Contractor as certificate holder, together with Contractor's mailing address;

(c) The named insured's name must match Subcontractor's name as shown in this Agreement;

(d) Certificates shall list each insurance company producing each form of coverage, together with the applicable policy number and policy date;

(e) Certificates shall include the name, address, phone number, fax number and email address of the issuing producer , and the signature of the authorized representative of the producer;

(f) Certificates for all applicable policies shall attach copies of all applicable additional insured endorsements;

(g) Certificates shall disclose the amount of any deductible or self-insured retention in excess of $25,000;

(h) Certificates of applicable policies shall disclose any designated construction project(s) general aggregate limit (Contractor reserves the right to require notice of replenishment and placement of supplemental coverage if any aggregate limit is exhausted during the applicable policy period);

(i) Certificates shall attach all primary and non-contributory endorsements required herein;

(j) Certificates shall attach waivers of subrogation applicable to all coverages required herein;

(k) Certificates shall attach copies of all notice of cancellation terms from all policies required herein;

(l) For Pollution Liability and Professional Liability policies, include in writing on the certificate the coverage form under which the respective line of coverage is written – either: Claims-made form; if the coverage form declared on the Certificate is the Claims-made form, the "Retroactive-date" for this line of coverage must also be included on the Certificate as well; or Occurrence basis – no additional wording required.

(m) Name(s) of the Project(s) as described in this Contract shall be listed in the certificate;

(n) The Contractor's Project/Contract number(s) along with its descriptor caption must be included in the Description of Operations section located in the bottom half of the certificate forms.

1.08 With respect to any coverage maintained on a "claims-made" policy form, Subcontractor shall maintain such coverage for three (3) years following termination of this Agreement or completion of all Subcontract Work associated with the MSA, whichever is later; Coverage shall include a retroactive date based on the Project's first contract for design/professional services provided that, if a "claims-made" policy is maintained, the retroactive date must precede the date of commencement of Work under this Agreement.

1.09 Nothing herein shall reduce or alter any obligation of Subcontractor's duty to indemnify, defend or hold harmless the Indemnified Parties identified in the Contract. Subcontractor's obligations for loss or damage arising out of Subcontract Work are not limited to the types or amounts of insurance set forth herein.

1.10 To the extent Applicable Law allows recovery of attorneys' fees in any action or proceeding commenced to enforce the rights of any member of Contractor and Owner as an additional insured under this Contract, Subcontractor agrees to pay Contractor as the prevailing party in any such action, in addition to any other relief granted, the actual reasonable attorney fees the Contractor has paid or is obligated to pay, and all costs and expenses to enforce such rights, not merely recoverable costs. This provision is independent and severable from any other provision of this Contract and shall be enforceable as a separate agreement.

1.11 Within 24 hours of a written request by Contractor, Subcontract shall submit for independent review by Contractor's consultants, true and complete copies of Subcontractor's policies of insurance in electronic form.

1.12 Subcontractor represents and warrants it has carefully reviewed its insurance program with its legal and risk advisors and has determined its insurance policies comply with the insurance requirements in this Agreement, and further acknowledges a continuing obligation to ensure its insurance policies remain compliant herewith. In addition, upon conducting such review, if Contractor's consultants determine Subcontractor's insurance policies contain deficiencies that cause such policies to fail to comply with the requirements of this Agreement, Subcontractor agrees to reimburse Contractor for all costs and fees of its consultants incurred in attempting to resolve such policy deficiencies by modification or special endorsement thereof. Contractor's review of Subcontractor's policies of insurance shall in no way excuse Subcontractor from any of the requirements set forth herein. In the event Contractor enters into contract with the Subcontractor before any such deficiencies are resolved, Contractor does not waive, but explicitly reserves, the right to bring, after (i) the occurrence of any loss or damage for which insurance is required hereunder, or (ii) after the denial of a claim for coverage for such loss or damage, an action or Claim against Subcontractor to recover directly from Subcontractor any damages, including attorneys fees and other costs, Contractor incurs as a result of Subcontractor's failure to secure and maintain the insurance required hereunder. Subcontractor acknowledges and agrees that any period of limitations shall not begin to run or, alternatively, shall be tolled until the time of the later of such occurrence or denial.

1.13 Contractor shall not be under any duty to advise Subcontractor in the event that Subcontractor's insurance is not in compliance with the MSA. Subcontractor shall require all Subcontractor's lower tier subcontractors to carry the types and limits of insurance coverage set forth herein. Excepting only Workers' Compensation and Professional Liability insurance policies, Subcontractor shall cause all lower tier subcontractors to include Owner and Contractor as an additional insured under each policy of insurance maintained by Subcontractor's lower tier subcontractors. Subcontractor will require evidence of this insurance and additional insured status to be provided by all lower tier subcontractors prior to their commencement of any work or entering onto any site in connection with the Project, and copies of this evidence shall be provided to Contractor by Subcontractor.

1.14 Subcontractor is responsible for all deductibles and any self-insured retentions under all lines of insurance coverage required by the MSA.

1.15 The stated policy limits of each line of insurance coverage required herein are minimum only and it shall be the Subcontractor's

responsibility to determine what policy limits in excess of such minimum limits are adequate, and the length of time each line of insurance coverage shall be maintained beyond any lengths of time set forth herein; insurance policy limits are not a limit of the Subcontractor's liability.

1.16 Subcontractor and its lower tier subcontractors shall not commence the shipment of equipment or materials or commence the Subcontract Work at the Project until all of the insurance coverages required of Subcontractor are in force and the necessary certificates and statements pursuant to this Exhibit have been received and approved by Contractor.

1.17 Subcontractor shall not commence the Subcontract Work until Subcontractor has obtained all required insurance and until such insurance has been accepted by Contractor's Approval. Contractor's approval of Subcontractor's insurance shall not relieve or decrease the liability of Subcontractor hereunder. Contractor shall have no duty to pay or perform under the Subcontract until all certificates of insurance and required insurance policies have been confirmed by Contractor's advisors to comply with the requirements set forth herein. Subcontractor's failure to fulfill these insurance requirements shall not be a basis for any adjustment to Subcontractor's compensation or schedule. Contractor reserves the right to terminate this Subcontract for convenience without any expense or liability in the event Subcontractor fails to secure all insurance required herein within ten (10) days of Subcontractor's execution of a Work Authorization.

1.18 If Subcontractor fails to obtain or renew the insurance required herein and to provide Contractor with acceptable evidence thereof, Contractor shall have the right, but not the obligation, to: (1) procure such insurance and reduce the Contract amount by the cost thereof; and/or (2) deem the Subcontractor's failure to do so as a material breach of this Subcontract. Within five (5) calendar days of any cancellation or non-renewal of any required line of insurance coverage, the Subcontractor shall provide Contractor a replacement certificate of insurance with all applicable endorsements included therewith. Contractor shall have the right, in its sole discretion, to suspend the Subcontractor's performance or terminate this Subcontract should there be a lapse in coverage at any time during this Subcontract. In addition to any other remedies available to Contractor, Contractor shall have the right, upon the Subcontractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, to withhold any payment(s) which become due to the Subcontractor hereunder until the Subcontractor demonstrates compliance with the requirements of the Subcontract.

EXHIBIT

To

WORK AUTHORIZATION

USE OF CONTRACTOR SCAFFOLD AND/OR EQUIPMENT

IN RE:

MSA NO.

BETWEEN

("CONTRACTOR") AND

("SUBCONTRACTOR")

DATED:

Warranty

Subcontractor's personnel may not utilize Contractor's tools, equipment, vehicles, appliances or scaffolding (whether owned or leased by Contractor) **("Contractor Equipment")** unless this Exhibit to the Work Authorization has been executed. Except as may be specifically set forth in the Work Authorization Contractor has no obligation to lend Contractor Equipment to Subcontractor. If Subcontractor borrows any Contractor Equipment, such arrangement shall be a nonexclusive revocable license, and not a lease, subject to all terms and conditions of the Master Services Agreement. Subcontractor acknowledges and agrees that: (a) Subcontractor has inspected such Contractor Equipment and accepts such Contractor Equipment in its "AS IS" condition with all faults, and without representation or warranty by Contractor of any kind; (b) Subcontractor represents and warrants that the individual(s) assigned to utilize such Contractor Equipment are properly trained and experienced in the set-up, erection, operation and use of Contractor Equipment, and further represents and warrants that such individuals recognize the hazards associated with the use and/or operation of such Contractor Equipment; (c) Subcontractor assumes full responsibility for the safety and protection of Contractor Equipment; (d) Subcontractor assumes any and all risk and liability related to the use of Contractor Equipment, including liability for injury (including death) or property damage resulting from the use of Contractor Equipment; (e)
Subcontractor agrees to return Contractor Equipment to Contractor in the same condition as when it was borrowed, or, if repairs are necessary, to cause such repairs to be performed at Subcontractor's expense before Contractor Equipment is returned; and (f) Subcontractor agrees that Contractor shall not be liable for, and Subcontractor hereby releases Contractor from, any Claims related to Subcontractor's possession, handling, transportation or use of Contractor Equipment, including, but not limited to injuries to any of Subcontractor's (or its Sub-Subcontractor's) employees, agents, representatives or invitees.

Indemnity

Subcontractor shall defend, indemnify and hold harmless Contractor from and against any claim, cause of action, cost, expense and liability of every kind and nature (including attorney's fees) resulting in, or alleged to result in, injury (including death) or property damage (including without limitation to Contractor's Equipment) arising out of, or alleged to arise out of, Subcontractor's possession, handling, transportation or use of Contractor's Equipment.

THIS AGREEMENT IS EXECUTED as of the day and date set forth hereinabove.

Contractor	Subcontractor
By:	By:
Printed Name: Title: Date:	Printed Name: Title: Date:

EXHIBIT

To

WORK AUTHORIZATION

SCHEDULE

IN RE:

MSA NO.

BETWEEN

("CONTRACTOR")

AND

("SUBCONTRACTOR")

DATED:

Notwithstanding anything herein to the contrary, the following clauses, covenants shall be incorporated into the Work Authorization.

See attached project schedule.