
**SUBCONTRACT
AGREEMENT**

This AGREEMENT made this _____ day of _____ in the year Two
Thousand and _____ by and between:

hereinafter called the Subcontractor, and UNITED INSULATED STRUCTURES CORP.,
hereinafter called the Contractor.

WITNESSETH, That the Subcontractor and Contractor for the consideration hereinafter named
agree as follows:

ARTICLE I

PROJECT DESCRIPTION AND CONTRACT DOCUMENTS

The Subcontractor agrees to furnish all material and perform all work as described in Article II hereof for the project known as _____

for UNITED INSULATED STRUCTURES CORP., 5430 St. Charles Road, Berkeley, Illinois 60163, at _____

in accordance with this Agreement, the Agreement between the Owner and Contractor, and in accordance with the General Conditions of the Contract and Drawings and Specifications and Addenda (attached as Exhibit A) prepared by _____

hereinafter called the Architect or Owner's authorized agent, all of which documents, signed by the parties thereto or identified by the Architect or Owner's authorized agent, form a part of a Contract _____

between the Contractor and the Owner dated _____, and hereby become a part of this Subcontract; and, are herein referred to as the Contract Documents.

Subcontractor agrees to be bound to the Contractor by the terms of the Contract Documents and this Agreement, and assume toward the Contractor all obligations and responsibilities that the Contractor, by those documents, assumed toward the Owners, as applicable to this Subcontract. Subcontractor agrees to bind any sub-subcontractors to all of the terms and conditions of the Contract Documents.

ARTICLE II

SUBCONTRACT WORK

The Subcontractor will furnish all materials and labor, including all necessary tools and equipment; and fully construct, and in a good substantial, thorough and workmanlike manner perform, and in every respect complete: All _____

in accordance with the attached Exhibit B.

All work shall be done subject to the final approval of the Architect or Owner's authorized agent, and his decision in matters relating to artistic effect shall be final, if within the terms of the Contract Documents.

ARTICLE III

TIME

Time is of the essence of this Subcontract, and the Subcontractor agrees to commence and to complete the work as described in Article II as follows:

Subcontractor agrees to furnish periodic progress reports of the work as mutually agreed including the progress of materials or equipment under this Agreement that may be in the course of preparation of manufacture. All claims for extensions of time shall be made promptly

to the Contractor in accordance with the terms and provisions of the Contract Documents. No extension of time will be recognized without the written consent of the Contractor and the approval of the Architect or the Owner's Authorized Representative.

ARTICLE IV

CONTRACT PRICE

The Contractor agrees to pay the Subcontractor for the performance of this work the sum of:

_____ (\$ _____)

in current funds, subject to additions and deductions for changes as may be agreed upon in writing, and to make monthly payments on account thereof in accordance with Article V of this Agreement.

No changes in the contract price shall be made except in accordance with the provisions of Article XI of this Subcontract.

Subcontractor agrees that the Contract Price includes all applicable Federal, State and local taxes on all materials, labor, and services furnished by Subcontractor and all taxes arising out of Subcontractor's operations under the Contract Documents, which may be imposed upon or collectible from the Owner or Contractor or become a lien against Owner's or Contractor's property, including but not limited to the Site or the work or any portion thereof. Such taxes shall include, but not be limited to, Occupational, Sales, Use, Excise, Old Age, Employer, Lease, Benefit and Unemployment Taxes and customs, duties and all income taxes and other taxes now in force or hereafter enacted prior to Final Acceptance of the work.

ARTICLE V

PAYMENT PROCEDURES

Progress payments of the Contract price shall be made as follows: Subcontractor shall submit to Contractor monthly applications for payment in accordance with the requirements of the Contract Documents. Subcontractor shall, before the first application, submit to the Contractor a schedule of values of the various parts of the work aggregating the total sum of the Contract made out in such detail as Subcontractor and the Contractor may agree upon, or as required by the Owner, and, if required, supported by such evidence as to its correctness as the Contractor may direct. This schedule, when approved by the Contractor shall be used as the basis for certificates for payment, unless it be found to be in error. In applying for payment the Subcontractor shall submit a statement based upon this schedule.

Ninety (90%) percent of all labor and material which has been placed in position and for which payment has been made by the Owner to Contractor, shall be paid within seven (7) days after Contractor receives payment from the Owner. The amount of the payment shall be equal to the percentage of completion certified by the Owner or his Authorized Agent for work of this Subcontractor and allowed the Contractor on account of this Subcontractor's work to the extent of the Subcontractor's interest therein. Contractor authorizes the Subcontractor to obtain directly from the Architect or the Owner's Authorized Agent evidence of percentages of completion certified on his account.

The Subcontractor, at least 30 days before each progress pay falls due, shall submit the Contractor an application for payment. The Subcontractor will sign a request form with waivers showing suppliers, plus his own material and labor. No Subcontractors shall be paid for any work except where waivers or partial waivers support the amount requested.

The Subcontractor understands his payment requests will be submitted by Contractor to Owner and/or Owner's agent or Architect for approval and payment, Subcontractor shall not be entitled to or receive any payment or payments or any portion of any payment of payments requested unless and until Contractor has first received said approval and Contractor has first received said payment from Owner for Subcontractor's work.

Applications for monthly progress payments shall be submitted to the Contractor on or before the first (1st) day of each month for work completed during the preceding month.

Final payment shall be due when the work described in this Subcontract is fully completed and performed in accordance with the Contract Documents and Contractor has received final payment from Owner for the Subcontract work. Before issuance of final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, material bills and all known indebtedness connected with the Subcontractor's work have been satisfied.

ARTICLE VI

PERFORMANCE AND PAYMENT BONDS

NOT REQUIRED

ARTICLE VII

TEMPORARY SITE FACILITIES

CONTRACT DOCUMENTS

ARTICLE VIII

JOB CONDITIONS

Subcontractor will comply with conditions as set forth in Contract Documents, and any reasonably additional conditions which may be imposed in writing to facilitate the orderly administration of the entire project.

ARTICLE IX

INDEMNITY

The Subcontractor shall defend, indemnify, and hold harmless the Contractor, Owner, Architect, and Engineer, and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss, or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than

the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Subcontractor, and Sub-subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Contractor, Owner, Architect, or Engineer, or any of their agents or employees, by any employee of the Subcontractor, any Sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way, by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor of any Sub-subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The obligations of the Subcontractor under this paragraph shall not extend to the liability of the Architect or Engineer, his agents or employees, arising out of: (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect or Engineer, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

The Subcontractor shall in all respects comply with any and all safety standard regulations, statutes, and ordinances which impose any duty or obligation upon the Subcontractor with respect to the performance of any part of the work hereby undertaken by the Subcontractor; and the Subcontractor agrees to do and perform any and all acts required by any safety standard, regulations, statutes or ordinances to be performed by the Subcontractor with respect to such work. The Subcontractor hereby agrees to hold the Contractor, Owner, Architect, and Engineer harmless and to indemnify them against and to reimburse them for any loss, damage, fines, costs or expenses together with reasonable attorneys' fee, which the Contractor, Owner, Architect or Engineer might or may incur by reason of the failure of the Subcontractor to observe and comply with any and all safety standard, regulations, statutes, and ordinances, including any OSHA fines against the Contractor that are the result of any Subcontractor's negligence to adhere to any and all safety standards, regulations, statutes and ordinances, either owner, local, state or federal.

ARTICLE X

INSURANCE

1. **LIABILITY INSURANCE**

1.1 Each Subcontractor and/or Sub-subcontractors of any tier shall maintain the following insurance in amounts not less than those specified below:

(i) Worker's Compensation

(a) Statutory in accordance with the laws of the state with jurisdiction, including Voluntary Compensation, Broad Form All States Endorsement, US Longshoremen's and Harbor Workers' Coverage and Maritime Coverage.

(b) Above to include employer's liability insurance at a limit of not less than \$500,000.00.

(ii) Commercial General Liability

(a) Bodily Injury and Property Damage Liability in an amount not less than \$1,000,000.00 each occurrence and \$2,000,000.00 in the aggregate.

(b) If the policy is written on a general aggregate form, the general aggregate limit shall apply separately to this project.

(c) Above to include Blanket Contractual Liability, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Personal Injury (Employees Exclusion deleted), and "X", "C" and "U" Exclusions deleted.

(iii) Commercial Automobile Liability

(a) Bodily Injury and Property Damage Liability in an amount not less than \$1,000,000.00 each occurrence and in the aggregate.

(b) Above to include Employer's Owned, non-owned and hired auto coverage.

1.2 Each Contractor, Subcontractor and/or Sub-subcontractor of any tier shall have the following manuscript endorsement specifically endorsed to their Commercial General Liability Policy, as required in Section 1.1 (ii), and to any Umbrella Liability or Excess Liability policies covering this project.

It is hereby agreed and understood that the "Persons Insured" provision is amended to include: United Insulated Structures Corp., _____

_____ and other

such persons as the Owner may designate prior to the occurrence of any claim, but only with respect to liability arising out of the operations performed for such additional insureds by or on behalf of the named

insured. It is further agreed that the coverage afforded to the additional insureds shall exclude indemnification of the Architect for claims arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

It is further understood that all insurance provided to the additional insureds listed above shall be on a "primary/noncontributory basis" for both General Liability and Umbrella Liability. The coverage for the additional insured applies to both ongoing and completed operations. Any insurance carried by the additional insureds above shall be excess to that carried by any Contractor, Subcontractor or Sub-subcontractor.

- 1.3 Each Subcontractor and Sub-subcontractor of any tier shall furnish General Contractor, before commencing work, Certificates of Insurance evidencing compliance with the minimum requirements listed above. Each Certificate shall state that the insurance evidenced by such Certificate will not be cancelled or reduced without thirty (30) days' prior written notice to the General Contractor.

Commencement of work by Subcontractor and/or Sub-subcontractor of any tier prior to providing Certificates of Insurance listed above, shall not constitute a waiver of the requirements that the Subcontractor and/or Sub-subcontractor procure insurance as outlined in this Subcontract.

2. PROPERTY INSURANCE

- 2.1 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire work at the site to the full insurable value hereof. This property insurance shall be written on the standard completed value forms. This insurance shall include the interests of the Owner, General Contractor and each Subcontractor and Sub-subcontractor in the work and shall insure against Fire, Extended Coverage and All Risk Perils.
- 2.2 The Owner shall file a copy of the policy with the General Contractor before an exposure to loss may occur.
- 2.3 The Owner, General Contractor, Subcontractors and all Sub-subcontractors of any tier waive all rights against each other for damage caused by fire or other perils and for the loss of use thereof to the extent covered by insurance provided under Paragraph 2.1, except such rights as they may have to the proceeds of such insurance.
- 2.4 Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interest may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 2.6. Any and all costs incurred to repair and continue the work shall be paid without delay by the Owner.
- 2.5 If the Owner finds it necessary to occupy or use a portion of the work prior to substantial completion, such occupancy shall not commence prior to a time mutually agreed to by the Owner and General Contractor. In the event of such

occupancy, the property insurance carrier shall be notified by the Owner prior to occupancy.

- 2.6 The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within five (5) days after the occurrence of loss to the Owner's exercise of this power, and if such objection to be made, arbitrators shall be chosen. The Owner as trustee shall, in that case, make settlement with the insurers in accordance with the directions of such arbitrators. If distribution of the insurance proceeds by arbitration is required, the arbitrators will direct such distribution.
- 2.7 Neither the General Contractor nor the Owner shall be responsible for nor shall they insure the property of each Subcontractor and/or Sub-subcontractor, including, but not limited to, tools and equipment, located at the jobsite which is not intended to be incorporated into the work. Each Subcontractor, and Sub-subcontractors of any tier, shall be responsible for providing Fire, Theft or other insurance to protect their interests and the interest of the Owner in materials in transit or in storage off the site, until such materials are incorporated in the work.
- 2.8 The General Contractor shall maintain Contractors Equipment Floater Insurance for owned or leased equipment under its care, custody and control as required for the performance of General Contractor's duties. Such insurance shall be for the sole benefit of the General Contractor and shall not relieve the Subcontractors or Sub-subcontractors of their responsibilities of maintaining insurance as required in Paragraph 2.7.
- 2.9 The Owner, at its option, may purchase and maintain such insurance as will insure it against loss of use of its property or boiler and machinery due to fire or other hazards, however caused.

ARTICLE XI

CHANGES IN THE CONTRACT WORK AND THE CONTRACT PRICE

Without invalidating this Agreement the Contractor may at any time, or from time to time order additions, deletions or revisions in the Contract work. Such changes shall be specifically ordered in writing by the Contractor. The Subcontractor, prior to commencement of any revised work, shall submit promptly to the Contractor written copies of the cost or credit proposal for such revised work in a manner consistent with the Contract Documents. No revised work shall be commenced by Subcontractor until Contractor has issued a written Change Order for said work.

No change in the work whether by way of alteration or addition to the work shall be the basis of any addition to any amounts due under this Contract unless or until such alteration or addition has been authorized by a written Change Order executed and issued in strict compliance with the requirements of the Contract Documents. This requirement is of the essence hereof.

Accordingly, no course of conduct or dealings between the parties, nor expressed or implied acceptance of alterations or additions, and no claim that Contractor or the Owner has been unjustly enriched by any alteration or addition to the work, whether or not there is in fact any such unjust enrichment, shall be the basis of any claim to an increase in any amounts due under this Contract.

ARTICLE XII

GENERAL CONDITIONS

(1) Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(2) Subcontractor shall follow all OSHA (Occupational Safety and Health Act) regulations. The safety rules and regulations contained herein are not all inclusive. All OSHA and other legal standards not specifically referenced in the Safety, Article XIII, rules and regulations shall apply when applicable.

(3) Subcontractor shall pay for all materials and labor used in, or in connection with, the performance of this Contract, through the period covered by previous payments received from the Contractor and furnish satisfactory evidence when requested by the Contractor, to verify compliance with the above requirements.

(4) Subcontractor shall take necessary precautions to properly protect the finished work of other trades.

(5) Subcontractor shall comply with all statutory and/or contractual safety requirements applying to his work and/or initiated by the Contractor, and shall report within three (3) days to the Contractor any injury to the Subcontractor's employees at the site of the project.

(6) Subcontractor shall not assign this Subcontract or any amounts due or to become due hereunder or subcontract the whole or any portions of this Contract without the prior written consent of the Contractor.

(7) Subcontractor shall guarantee his work against all defects of materials and/or workmanship as called for in the Contract Documents, or if no guarantee is called for, then for a period of one (1) year from the date of acceptance of the Subcontractor's work by the Owner.

(8) Subcontractor shall perform the work in accordance with the construction schedules, and does hereby agree that if the Subcontractor should neglect to prosecute the work diligently and properly or fail to perform any provision of this contract, the Contractor after three (3) days written notice to the Subcontractor, may, without prejudice to any other remedy he may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Subcontractor, provided however, that if such action is based upon faulty workmanship, the Architect or Owner's Authorized Agent, shall first have determined that the workmanship and/or materials is defective. If the costs incurred by Contractor shall exceed the balance due or to become due Subcontractor, Subcontractor shall pay such excess costs to Contractor on demand.

(9) Subcontractor agrees that the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

(10) Subcontractor shall cooperate with the Contractor and other Subcontractors whose work might interfere with the Subcontractor's work and to participate in the preparation of coordinated drawings in areas of congestion as required by the Contract Documents, specifically noting and advising the Contractor of any such interference.

(11) Subcontractor shall cooperate with the Contractor in scheduling his work so as not to conflict or interfere with the work of others. To promptly submit shop drawings and samples, as required in order to carry on said work efficiently and at speed that will not cause delay in the

progress of the Contractor's work or other branches of the work carried on by other Subcontractors.

(12) Subcontractor shall comply with all federal, state, and local laws and ordinances applying to the building or structure and to comply and give adequate notices relating to the work to proper authorities and to secure and pay for all necessary licenses or permits to carry on the work described in the Contract Documents as applicable to this Subcontract.

(13) Subcontractor shall reimburse Contractor for all costs and expenses, including reasonable attorneys' fees, incurred by Contractor in enforcing the terms and provisions of this Agreement whether by institution of litigation or otherwise.

(14) Subcontractor shall carry on the work and maintain the progress schedule during all disputes or disagreements with Contractor. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the parties may otherwise agree in writing.

(15) The Subcontractor shall at all time keep the premises free from accumulation of waste materials or rubbish arising out of the operations of this Subcontract. Unless otherwise provided, the Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors.

(16) The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Contract Documents. Any such claim which will affect or become part of a claim which the Contractor is required to make under the Contract Documents within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Contract Documents. Such claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

(17) Contractor shall not issue or give any instructions, orders, or directions directly to employees or workmen of the Subcontractor other than to the persons designated as the authorized representative(s) of the Subcontractor.

(18) Contractor shall make no demand for liquidated damages in any sum in excess of such amount as may be specifically named in the Contract Documents, provided however, no liquidated damages shall be assessed for delays or causes attributable to other Subcontractors or arising outside the scope of this Subcontract.

(19) Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first ten (10) days of the calendar month following that in which the claim originated.

(20) The failure of either party hereto to require the strict performance or observance on the part of the other party of any provision of this Agreement shall not be deemed a waiver of said party's right to demand the subsequent strict performance of said provision or the timely performance of any other provision hereof. The failure to strictly enforce a party's rights hereunder in the event of the other party's default in any terms, covenant or provision of this Agreement on any given occasion shall not be deemed a waiver or release of the right to enforce those rights on any subsequent occasion.

(21) This Subcontract is solely for the benefit of those signatories hereto.

(22) Subcontractor acknowledges that Contractor is a party to various collective bargaining agreements pursuant to which Contractor is responsible for payment of Fringe Benefit hours on all persons engaged in bargaining work on Contractor's jobs, including employees of any subcontractors who perform such bargaining work whether or not they are covered by any bargaining agreement. Subcontractor therefore covenants and agrees to defend and hold Contractor harmless from and against any claims for fringe benefits for hours worked by employees of subcontractor or others engaged by Subcontractor for the performance of any subcontract work. Contractor may, at Contractor's option, require Subcontractor to furnish a surety bond in the amount of 125% of the estimated fringe benefits which may become due upon the work to be performed pursuant to this subcontract.

ARTICLE XIII

SAFETY

Subcontractor is responsible for the following rules and regulations. Please note, these OSHA and other legal standards are not all inclusive. All OSHA and other legal standards not specifically referenced in these rules and regulations shall apply when applicable.

A. It shall be the responsibility of all Subcontractors to initiate and maintain such programs as may be necessary to comply with requirements set forth by the Occupational Safety & Health Administration and any other local, state and federal regulations.

B. Frequent and regular inspections of the job site shall be made by a competent onsite safety representative designated by the Subcontractor. Unsafe acts and/or conditions noted during inspections shall be corrected immediately.

C. The Subcontractor shall instruct each employee onsite in the recognition and avoidance of unsafe acts and/or conditions applicable to work environment to control or eliminate injury or illness.

D. The Subcontractor is responsible for providing and requiring the use of appropriate personal protective equipment in all operations where there is an exposure to hazardous conditions.

E. The Subcontractor is responsible for notifying United Insulated Structures Corp. of any hazardous chemicals or substances that they bring or cause to have brought onto the site. The Subcontractor shall provide United Insulated Structures Corp. with a copy of the Material Safety Data Sheet (MSDS) for the chemical or substance and the Subcontractor shall retain a copy of the MSDS onsite for their own reference. The legal storage, use and disposal of wastes of any hazardous chemicals or substances is the responsibility of the Subcontractor.

F. The Subcontractor is responsible for the development of a fire protection and prevention program conforming to OSHA and NFPA standards. The Subcontractor shall also comply with all fire and safety rules and regulations established on the projects.

G. OSHA standards will serve as the minimum safety requirements for the project. Any site safety regulations which exceed the minimum standards established by OSHA shall be incorporated in the individual Subcontractor's safety program.

H. Clothing Requirements:

Shirts shall be worn at all times. Sleeveless shirts and tank tops are not permitted.

Long pants are required.

Sandals, tennis shoes, or any other soft cloth shoe will not be permitted.

Loose fitting clothes or jewelry shall not be worn around moving machinery, grinding operation, etc.

Hair that could come in contact with, or be caught in machinery, shall be protected by a hard hat or hair net.

I. Personal Protective Equipment

Approved hard hats meeting specifications contained in the American National Standards Institute (ANSI), Z89.1-1981 and/or Z89.2-1971 are required.

Proper eye and face protection shall be worn when engaged in, or assisting, such operations as welding, burning, chipping, grinding, handling chemicals and pouring concrete. Safety glasses with side shields will be the minimum type of eye protection.

OSHA approved hearing and respiratory equipment shall be worn when required. The selection, fitting and maintenance requirements of OSHA shall be met by the Subcontractor.

A safety harness shall be worn by all employees when working six feet or more above the ground when no other type of fall protection device is provided. The lanyard shall be securely attached to the employee 100% of the time and shall allow a maximum fall distance of six feet. A safety harness shall also be worn and attached to the tie-off rail when working out of extensible and articulating boom platforms or suspended scaffolding.

Seat belts shall be worn by all employees operating any motor vehicle and any equipment with rollover protection structures while on the project.

Safety nets shall be provided when steel connection is more than 25 feet above the ground where the use of other fall protection devices is impractical.

J. Signs, Signals and Barricades

Signs, signals and barricades shall be visible at all times where a hazard exists.

Signs, signals and barricades shall be removed when the hazard no longer exists.

K. Rigging Equipment

Rigging equipment shall be inspected by a designated, competent Subcontractor employee prior to initial use on the project and monthly thereafter to ensure that it is safe.

Damaged rigging equipment shall be removed from service immediately.

L. Hand and Power Tools

All hand and power tools, whether furnished by the employer, or by the employee, shall be maintained in a safe condition.

Subcontractors shall not issue nor permit the use of unsafe hand or power tools.

Only properly trained employees shall operate power-actuated tools. Certification records, employee certification cards, or equivalent certification documentation shall be maintained by the Subcontractor on each employee using power-actuated tools on the project.

All grinding machines shall conform to OSHA and ANSI requirements.

M. Compressed Gas Cylinders

Compressed gas cylinders shall be secured in an upright position at all times. Location of cylinder storage areas must be approved by United Insulated Structures Corp.

When transporting, moving and storing cylinders, valve protection caps shall be in place and secured.

Cylinders shall not be hoisted by magnets or choker slings. Valve protection caps shall not be used for hoisting cylinders.

Cylinders shall be kept away from sparks, hot slag and flames, or be adequately protected.

Cylinders shall not be placed where they can become part of an electrical circuit.

Cylinders shall be labeled as to the nature of their contents.

Oxygen cylinders in storage shall be separated from fuel gas cylinders or combustible materials a minimum of 20 feet, or by a non-combustible barrier at least five feet high having a fire resistant rating of at least one-half hour. Empty cylinders shall be segregated from full cylinders.

“NO SMOKING” signs shall be posted at storage areas and signs shall clearly indicate contents of cylinders.

Anti-flash back valves are required on all oxygen and acetylene lines.

N. Scaffolds

Footings or anchorage for any scaffold shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement.

No unstable objects such as concrete blocks shall be used to support scaffolds or planks.

Any part of a scaffold weakened or damaged shall be repaired or replaced immediately.

All scaffold planking shall be free of knots and cracks and shall completely cover the work platform.

Scaffold planks shall be laid tight, cleated at both ends or overlapped a minimum of 12 inches and nailed or bolted to prevent movement. Overlaps to occur directly above scaffold supports.

Safe access shall be provided to the scaffold platform. Specifically, a ladder with a safe means of access to the platform from the ladder.

Scaffolds shall be equipped with a top rail made of lumber not less than 2 x 4 inches (or equivalent strength), 42 inches high; a 21 inch high midrail, made of lumber not less than 1 x 6 inches (or equivalent strength); and toeboards shall be installed on all open sides and ends of scaffold platforms 10 or more feet above the ground or floor.

Employees working on suspended scaffolds shall wear safety harnesses with lanyards attached to an independent lifeline.

O. Cranes and Derricks

All cranes and derricks shall be certified as being in safe operating condition by the Subcontractor prior to using the crane or derrick onsite. This certification shall be maintained by the Subcontractor.

All crane operators shall be certified by a competent person who is capable of identifying existing and predictable hazards in the surroundings and working conditions which are unsanitary, hazardous, or dangerous to employees and who has authorization to take prompt corrective measures to eliminate them. Certification records shall be maintained onsite and made available to United Insulated Structures Corp. upon request.

The swing radius of the crane shall be barricaded.

Hand signals prescribed by ANSI shall be posted at the operator's station. Manufacturer's specifications shall be observed.

Equipment shall not be operated where any of the equipment or load will come within 10 feet of electrical distribution or transmission lines.

No person shall ride the headache ball, hook or load being handled by the crane.

Equipment shall not be lubricated while in use.

Rated load capacities, recommended operating speeds, special hazard warning, specific hand signal diagram and special instructions shall be visible to the operator while at the Control Station.

Employees shall not be allowed to work under the load of cranes.

Cranes and derricks will be inspected prior to use and at monthly intervals. Records of these inspections shall be maintained onsite by the Subcontractor and copies shall be made available to United Insulated Structures Corp., by the Subcontractor, upon request.

P. Equipment and Motor Vehicles

All equipment must be inspected daily before use by the operator. Formal inspections must also be made at 30-day intervals with proper documentation maintained onsite by the Subcontractor and copies shall be made available to United Insulated Structures Corp. upon request.

Defective equipment shall be repaired or removed from service immediately.

All rubber-tired self-propelled scrapers, rubber-tired front-end loaders, rubber-tired dozers, wheel-type agricultural and industrial tractors, crawler tractors, crawler-type loaders and motor graders shall be equipped with rollover protective structures and seat belts.

All equipment with an obstructed view to the rear must have a reverse signal alarm audible above the surrounding noise level or must have a flagman.

All cracked and broken glass shall be replaced before bringing vehicles on the jobsite. If glass is broken or damaged onsite and if damage is severe enough to cause a potential safety problem, the machine will be stopped until such damage has been repaired.

Vehicles used to transport employees shall have seats firmly secured and adequate for the number of employees to be carried and all passengers shall be properly seated. Standing on the back of moving vehicles is prohibited.

Locations for storage of all fuels, lubrications, starting fluids, etc. shall be approved by United Insulated Structures Corp.

Q. Electrical

All electrical work, installation and wire capacities shall be in accordance with the pertinent provisions of the National Electrical Code, ANSI and OSHA.

Each Subcontractor shall develop a ground fault program in accordance with requirements established by OSHA. In the absence of ground fault protection, each Subcontractor will establish a monthly assured grounding program to include color coding. The codes used on this project are (PLEASE NOTE: The cycle of colors repeats every 6 months):

January - Yellow	July - Yellow
February - White	August - White
March - Brown	September - Brown
April - Green	October - Green
May - Red	November - Red
June - Blue	December - Blue

All temporary power panels shall have covers installed at all times.

R. Ladders

The use of ladders with broken or missing rungs or steps, broken or split rails or other defective construction is prohibited.

Ladders shall extend no less than 36 inches above landing and be secured to prevent displacement.

Portable ladders must be equipped with safety shoes.

Wooden ladders shall not be painted.

Metal ladders shall not be used where they can become part of an electrical circuit.

S. Floor and Wall Openings and Stairways:

Floor and wall openings shall be guarded by a standard guardrail and toeboard, or adequately covered.

Guardrails must be sufficient strength to support 200 pounds of pressure when applied at midspan of the guardrail parallel with the floor and perpendicular to the guardrail.

Covers must be adequately secured to prevent displacement and have "DANGER" signs attached identifying the hazard.

Every flight of stairs having four or more risers shall be equipped with standard stair railings. Stairs are not to be used until risers and railings are securely installed. Treads will be poured as soon as possible where poured treads apply.

Debris and other loose material shall not be allowed on stairways or at access points to stairway. Debris shall not be allowed to accumulate in stairwells.

T. Excavations and Trenching:

Prior to opening any excavation or trench, each Subcontractor must notify United Insulated Structures Corp.'s Site Superintendent or Project Engineer. In addition, each Subcontractor shall contact other necessary personnel to determine whether underground installations (i.e., sewer, telephone, fuel, electric lines, etc.) may be encountered and where they are located.

Excavations and trenches shall be inspected by a competent Subcontractor Representative each day and after every rainfall to determine if they are safe.

All banks 5 feet high or more shall be sloped to the angle of repose (the greatest angle above the horizontal plane at which a material will lie without sliding), or shall be adequately shored.

Ladders or steps shall be provided in all trenches 4 feet or more in depth. Ladders or steps shall be located to require no more than 25 feet of lateral travel before having access or egress.

Material excavated shall be stored at least 2 feet from the edge of the excavation or trench and shall be barricaded to prevent material from falling into the excavation.

All trenches and excavation shall be properly barricaded to prevent persons from walking into them.

All walkways or ramps crossing over excavations shall be securely fastened and equipped with standard guardrails.

U. Steel Erection

At no time shall there be more than four floors or 25 feet of unfinished bolting or welding above the foundation or uppermost permanently secured floors.

A temporary and/or permanent floor shall be maintained within 2 stories or 30 feet, whichever is less, below and directly under that portion of each tier of beams on which any work is being performed.

Planking or metal decking in temporary floors shall be of proper strength and thickness to carry the working load. Decking shall be secured to prevent movement.

Standard guardrails and toeboards shall be installed around open sides of permanent floors. During structural steel assembly, safety railings (cable) of 1/2 inch diameter shall be installed approximately 42 inches high, recessed into interior of floor around all temporary floors.

Where fall distance exceeds 25 feet, scaffolds, ladders, catch platforms, or harnesses with lanyards attached to lifelines or other substantial objects shall be used. If the use of these are impractical, safety nets shall be provided.

Tag lines shall be controlling loads.

Containers shall be provided for storing or carrying bolts or rivets. When bolts, driftpins, or rivet heads are being removed, a means shall be provided to prevent accidental displacement.

During the final placing of solid web structural members, the load shall not be released from the hoisting line until the members are secured with not less than two bolts, or equivalent, at each connection.

A safe means of access to the level being worked shall be maintained. Climbing and sliding columns are not considered safe access.

V. Confined Areas or Spaces

All Subcontractors shall develop an entry procedure to be used when employees are required to enter confined areas or spaces. Such areas include storage tanks, process vessels, bins, boilers, ventilation or exhaust ducts, sewers, underground utility vaults, tunnels, pipelines, open-topped pits, basements and temporary wood framing covered with plastic.

All employees required to enter confined areas or space shall be instructed as to the nature of hazards involved, necessary precautions to be taken, and in the use of protective and emergency equipment required.

Before employees are permitted entry into any confined areas or spaces, the atmosphere within the space shall be tested to determine the oxygen level and concentrations of flammable vapors, gases, and toxic contaminants. The Subcontractor, needing access to the confined area, shall furnish the testing equipment and a person competent in the use of the testing equipment.

When welding, cutting or heating in confined areas or spaces, ventilation shall be provided. When sufficient ventilation cannot be provided without blocking the means of access, employees shall be protected by air line respirators and an employee shall be stationed outside the confined area to maintain communication with those working and to aid them in an emergency.

W. Housekeeping

During the course of construction, all debris and scrap material shall be kept away from the work area.

Containers shall be provided by the Subcontractor for collection and separation of waste, trash, oily and used rags and other refuse.

Garbage and other waste shall be disposed of at frequent and regular intervals in a manner approved by United Insulated Structures Corp.

The Subcontractor shall notify United Insulated Structures Corp. of any hazardous waste they will generate while on the project. The Subcontractor has the direct responsibility of maintaining proper storage of these wastes while onsite and will verify to United Insulated Structures Corp. in writing that the wastes have been disposed of in a legal manner.

The Subcontractor will not pour, bury, burn, or in any way dispose of a chemical on the work site without the permission of United Insulated Structures Corp. or the Client.

ARTICLE XIV

EXECUTION

IN WITNESS WHEREOF the parties hereto have executed this Agreement under seal, the day and year first above written.

NAME) _____ Subcontractor (PLEASE PRINT OR TYPE
Attest: _____

(Seal) _____ Signature _____

Name (PLEASE PRINT OR TYPE NAME)

Title (PLEASE PRINT OR TYPE TITLE)

Attest: _____ United Insulated Structures Corp.
Contractor _____

(Seal) _____ Signature _____

Peter Heraty
Name (PLEASE PRINT OR TYPE NAME)

President
Title (PLEASE PRINT OR TYPE TITLE)

PLEASE NOTE THAT THIS DOCUMENT CONSISTS OF THE FOLLOWING:

Subcontract Agreement	Pages 1 - 19
Exhibit A	Pages
Exhibit B	Pages

IT IS IMPERATIVE THAT EACH PAGE OF THIS DOCUMENT BE INITIALED AND DATED AS STATED IN OUR COVER LETTER.