



Exhibit E

Addendum to Subcontractor Work Order/Contract

Hard Hats: Hard hats are **MANDATORY** until there are no overhead hazards (i.e. ceiling tiles are dropped.)

Cleanup: Construction cleanup, debris cleanup and removal from jobsite throughout the course of construction is each subcontractor's responsibility (as provided in section 4 (i) of the contract) unless otherwise noted. If debris is not removed to the satisfaction of the project superintendent, debris will be removed and charged to subcontractor.

Path of Travel/Common Area Cleanup: It is the responsibility of each subcontractor, specifically each tradesman, to protect the existing finishes along the path of travel and to **IMMEDIATELY** clean his/her debris from the building common areas or the path of travel. Debris includes, but is not limited to, footprints, cart tacks, sawdust, and droppings from stocking and/or off-haul. If debris is not removed to the satisfaction of the project superintendent, debris will be removed and charged to subcontractor.

Stocking/Off haul: Unless otherwise directed, all stocking and off haul within occupied buildings must be performed between 6:00 pm and 8:00 am Monday thru Friday or on weekends.

Loud Tasks: Unless otherwise directed, all tasks which generate loud noise, specifically noise which tends to reverberate thru buildings, such as pounding on the floor or deck above, shooting of pins, rotor-hammering, core drilling, installing carpet tack strip must be performed between 6:00 pm and 8:00 am Monday thru Friday or on weekends.

Odor Generating Tasks: Superintendent must be notified at least 72 hours in advance, prior to performing any tasks involving chemical products known to generate strong odors. In addition these tasks must be performed between 6:00 p.m. and 8:00 am Monday thru Friday or on weekends. Examples of such tasks include, but not limited to, application of oil base paints, application of aerosol paints or adhesives.

Food: Absolutely **NO FOOD** of any type will be permitted on job sites within occupied buildings. This includes, but is not limited to coffee, soda, and candy.

Fire/Life Safety: Superintendent must be notified at least 72 hours in advance, prior to performing tasks which may effect the fire/life safety system of an occupied building. Examples include, but not limited to, work directly on the fire/life safety system, work involving lobby doors monitored by the fire/life safety system, fire protection work.

Service Interruption: Superintendent must be notified at least 72 hours in advance, or as required by building/facility management's rules and regulations of the need to shutoff any services that could impact building operation, (i.e. power, water HVAC, elevator) the approximate time of disconnection, the areas affected, and the approximate time of return to service.

Operating Equipment: All personnel operating equipment that requires a license must carry on them a valid license to operate such equipment.

Safety: Subcontractor will comply with all federal, state, local, OSHA, and building/facility rules and regulations (as provided in section 4 (u) of the contract). If subcontractor's work, equipment, material methods of work, or working conditions do not appear safe to contractor, contractor may do whatever contractor deems necessary to remedy the unsafe condition and avoid delay in the progress of the work. Any and all costs or expense incurred by contractor shall be charged to subcontractor. Upon request by contractor, subcontractor agrees to provide within five (5) working days evidence satisfactory to contractor that (1) before commencing work on the jobsite, subcontractor's employees and agents have received appropriate training and certification for any operations performed on the jobsite and; (2) required jobsite safety meetings and jobsite inspections have been performed.

Change Orders: Requests for change orders **must be submitted** to McLarney Construction **within ten days of authorization to proceed**. Failure to do so shall be an abandonment and waiver by subcontractor of any claims therefore.

Delivery Time: Delivery time of labor and materials is based on the construction schedule (Exhibit "D"). McLarney Construction will determine the exact start dates. (The day when a sub trade starts their task could fluctuate on the schedule, but the time allowed for the task will not. Please confirm with the project superintendent.)

Submittals: If submittals are required, please provide five (5) copies of all submittals to our office within five (5) days from receipt of this contract agreement.

As-Builts: When providing as-builts, please submit one (1) blueline and three (3) CD's, warranty documentation, equipment manuals and any other documentation required within ten (10) days of project completion notification.

Punch List: All punch list work must be completed and signed off within five working days from notice, or as specifically noted otherwise on the punch list document. If not completed and signed off within five days, or as specifically noted otherwise on the punch list documents, McLarney Construction will complete said work and charge your account accordingly. If delays occur that preclude you from completing this work, you must notify McLarney Construction immediately for further resolve.

INITIAL

