



**J. RANCK**  
**ELECTRIC, INC.**

**Mt. Pleasant, Michigan**  
1993 Gover Parkway  
Mt. Pleasant, MI 48858  
Phone: (800) 792-3822  
Fax: (989) 775-8830

**MASTER SUBCONTRACT AGREEMENT**

This **MASTER SUBCONTRACT AGREEMENT** ("MSA") is made between,

**Contractor**

and

**Subcontractor**

**J. Ranck Electric, Inc.**  
**1993 Gover Parkway**  
**Mt. Pleasant, MI 48858**

This MSA shall provide the general terms and conditions under which the parties will conduct business together. Project Specific Addendum ("PSA") will be issued under said MSA for all future work and under such, will be held to the same terms and conditions set forth in the MSA. **See Attachment "A" for complete terms and conditions.**

It is expressly understood that the existence of this MSA does not impose any obligation on the Contractor to hire Subcontractor for any future Projects, nor does it impose any obligation on the Subcontractor to accept any future Projects. Should Contractor and Subcontractor mutually agree to work together on any future Projects, both parties must join in the execution of the aforementioned PSA, under the terms and conditions of this MSA.

This MSA shall remain in place for an initial period of \_\_\_\_\_ years, commencing on the date of execution of this MSA.

This Agreement is binding and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CONTRACTOR:**

**SUBCONTRACTOR:**

**J. RANCK ELECTRIC, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name & Title: Julie Smith, Contracts Administrator

Name & Title: \_\_\_\_\_

**Flint, Michigan**  
3015 Airpark Drive North, Flint, MI 48507 | Fax: (810) 424-9750  
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**ATTACHMENT "A"**  
**MASTER SUBCONTRACT AGREEMENT**  
**TERMS AND CONDITIONS**

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The following terms and conditions are incorporated by reference and made a part of this Master Subcontract Agreement (MSA):

**1. PERFORMANCE OF WORK** - Contractor and Subcontractor hereby agree that the Work (as particularly described in the body of this MSA shall be performed by Subcontractor in strict accordance with (i) the plans and specifications as well as any terms and conditions and addenda described in the body of this MSA as the same may be changed from time to time, (ii) the general contract between Owner and Contractor (the "General Contract"), and (iii) all of the provisions of this MSA. Subcontractor represents that it has carefully examined the plans and specifications and the location of the Work and is familiar with and has satisfied itself as to the nature, location and the amount of the Work, Subcontractor's access thereto and ability to perform the Work, the terms of this MSA and all incorporated documents, as well as the requirements of quality, quantity and availability of labor, materials, equipment, facilities and other items required for the performance of the Work and the climatic, physical and other conditions which may be encountered in the performance of the Work, and assumes all risks therefrom. "Work" includes any extension, modification, or amendment to the Work by change order or otherwise.

**2. CONTRACT DOCUMENTS** - Except to the extent inconsistent with this MSA and continuation sheets, the following documents (collectively referred to herein as the "Contract Documents") are incorporated by reference and made a part of this MSA:

- The General Contract together with the general, supplementary, special, and other conditions, and any general requirements thereof;
- The plans, specifications (including all addenda), drawings, clarifications and other technical data prepared for the job including all modifications incorporated prior to the date of this MSA;
- This Master Subcontract Agreement;
- These Terms and Conditions (Attachment "A");
- The Insurance Requirements (Attachment "B");
- The Safety Requirements (Attachment "C").
- The Payment Instructions (Attachment "D")
- The W-9 (Attachment "E")
- The Project Specific Addendum (Attachment "F")

This MSA does not include any terms and conditions stated in Subcontractor's bid or proposal, and any such terms and conditions are expressly rejected unless the Contractor specifically agrees in writing to incorporate them. The Contract Documents are to be construed together so that all of the work called for or indicated anywhere therein relating to the Work to be performed by Subcontractor is to be done by Subcontractor. In case of any conflicting provisions within the Contract Documents, the provision granting greater rights or remedies to the Contractor, or imposing the greater duty, standard, responsibility or obligation on Subcontractor, shall govern.

**3. CONTRACTUAL RELATIONSHIP** - Subcontractor is bound to Contractor by all the terms and conditions of the Contract Documents that apply to the Work and assumes toward Contractor all of the obligations and responsibilities that Contractor has to Owner with regard to the Work. Contractor has the same rights and remedies as against Subcontractor

as Owner has against Contractor. Subcontractor agrees that if any portion of the Work covered hereunder is further subcontracted, such additional subcontractor, of any tier, shall be identified in a separate and distinct contract for this job and such additional subcontractors shall be bound by the terms of this MSA so far as applicable to its Work, including but not limited to the insurance requirements set forth herein.

It is agreed that whenever the word "Architect" or "Engineer" is used herein, it means any other person to whom Owner or Contractor has delegated the authority to supervise and accept or reject the Work performed and the materials furnished by Subcontractor or Contractor under this Subcontract. The existence or exercise of such Architect's or Engineer's authority shall not lessen or impair any rights, power or discretion reserved to or by Contractor.

**4. ENTIRE AGREEMENT** - This MSA and all future Project Specific Addendums issued under the same, embodies the entire agreement between Contractor and Subcontractor. The parties shall not be bound by or be liable for any oral or written statements, representations, promises, inducements, or understandings of any nature or kind not set forth herein. No changes, amendments or modifications of any of the terms or conditions hereof shall be valid unless hereafter made in writing and signed by each party.

#### **5. PROJECT SPECIFIC ADDENDUMS**

Project Specific Addendums ("PSA") will be issued under this MSA for all future work and under such, will be held to the same terms and conditions set forth in the Master Agreement. As previously stated, such document is a part of the Contract Documents and upon joint execution of the PSA, will fully become a part of the MSA, as if attached to the MSA. Additionally, with the execution of each PSA, Subcontractor re-affirms that there has been no significant change in Safety Rating, Financial Standing and Insurance Coverage, since their initial Subcontractor Pre-Qualification Approval. Pertaining to General DOT work only, in addition to Project Specific Addendums, the State required Contract Form will also be required for use.

#### **6. REQUEST FOR INFORMATION**

Contractor may at anytime, with or without cause, during the term of this MSA and upon written directive, request additional information from Subcontractor regarding matters of, but not limited to, Safety, Financial and Insurance. Subcontractor, upon receipt of written request, will promptly supply any information requested within a 72 hour period. Based on the information supplied, Contractor may, if it so chooses, revoke Subcontractor's pre-qualified status, this MSA and any pending PSA's that, in the opinion of the Contractor, may be potentially negatively impacted by any changes in the Safety, Financial or Insurance status of Subcontractor.

**7. PROJECT SCHEDULE** - Subcontractor understands that time is of the essence in the performance of its Work. Subcontractor shall start the Work upon notice to proceed and shall execute and complete the Work promptly and diligently in timely accordance with the project schedule and milestones established by Contractor. Subcontractor is cautioned that schedules and milestones are subject to review, adjustment and/or revision by Contractor and, in such event, the revision(s) will be made available for Subcontractor's notice and review at the job site of Contractor. It is the sole responsibility of Subcontractor to attend job meetings and keep itself informed of any revisions, and to comply with and conform to any such revisions. Subcontractor shall perform the Work in such a manner so as not to interfere with or delay the work of Contractor, Owner, or any other contractor or subcontractor employed on the job, and shall not employ workers, means, materials or equipment which may cause strikes, work stoppages or any other disturbances by any workers employed on the job. If Subcontractor delays or threatens to delay the progress of the Work, Contractor may use its own forces or other subcontractors to avoid or remedy such delay, and charge the cost to Subcontractor. Subcontractor shall have all necessary personnel, equipment and materials available to commence work at least five days prior to the date specified for the commencement of the Work.

**8. EXTENSION OF TIME** - If Subcontractor is delayed in the Work by any cause beyond the control of and not due to any fault of Subcontractor or of any person providing any part of the Work under Subcontractor, then Subcontractor shall be entitled to an extension of time for a period equivalent to the time lost if, and only if, Subcontractor (1) notifies Contractor in writing of the cause of such delay within forty-eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay and has used all available means to minimize the consequences thereof. Subcontractor waives all rights with respect to any such delay for which such notice is not provided. Subcontractor shall not be entitled to any compensation or damages for any delay except to the extent that Contractor has actually recovered corresponding compensation or damages from Owner, after deduction of all costs incurred by Contractor in advancing the claim. Subcontractor waives all claims for lost profit, overhead, damages for loss of efficiency, and any other damages, costs or expenses in any way arising out of or related to the Work and this MSA for delays, acceleration, disruptions and interferences with the performance of the Work.

**9. CONTRACTOR'S EQUIPMENT** - Subcontractor agrees that Contractor's equipment and any operators of such equipment will be made available to Subcontractor only at Contractor's discretion. Subcontractor shall pay Contractor the established rates and charges, including overhead and fees, for the use of such equipment and operators.

**10. TAXES** - Unless stated otherwise in this MSA Subcontractor shall be responsible for and pay all sales or use taxes, excise taxes, social security taxes, unemployment compensation taxes, worker's compensation premiums, and other payroll taxes or contributions for unemployment insurance, old age retirement benefits, life pensions, annuities and similar benefits in respect to the material or labor furnished under this MSA which may now or hereafter be imposed by law or collective bargaining agreement. Subcontractor shall further comply with all laws, statutes, rules and regulations applicable to the compensation paid to its employees, and shall maintain suitable forms, books of account, and records. The compensation agreed to be paid to Subcontractor includes amounts for, and Subcontractor shall be liable for and shall indemnify, defend and save harmless Owner and Contractor from and against, all such taxes, contributions, and interest accrued and penalties imposed, and all taxes, excises, assessments, liabilities for unpaid back wages and benefits and any other charges, liabilities, or penalties imposed or levied by any government agencies or authority on or because of the Work, or any materials, equipment, services or supplies furnished or used in the performance of the Work.

**11. INSPECTION OF WORK** - The Work and all equipment and materials furnished and work performed in connection with it shall at all times be subject to inspection by Contractor, Owner and/or Architect/Engineer. Subcontractor shall, at its own expense, provide safe and proper facilities and all samples, documents, drawings and lists necessary for such inspection. If Subcontractor covers all or any portion of the Work prior to any inspection or test by Contractor, Owner or Architect/Engineer, all costs of any necessary uncovering or replacing shall be borne solely by Subcontractor. The failure to make such inspections, failure to discover defective workmanship, materials or equipment, or approval of payment or payment to Subcontractor for the Work, materials, or equipment, shall not be evidence of Contractor's acceptance of Subcontractor's performance of the Work. If any material, equipment, or any part of the Work is determined by Owner, Contractor or Architect, either during the performance of the Work, on final inspection, or during any applicable warranty period, to be defective or not complying with the plans and specification or other applicable Contract Document requirements, Contractor shall notify Subcontractor in writing that such material, equipment or Work is rejected. Thereupon, Subcontractor shall, at its own expense, immediately replace and correct such defective material, equipment or Work by making the same comply strictly with all plans and specifications and other applicable Contract Document requirements.

**12. RUBBISH REMOVAL** – Subcontractor shall each day or at such times as required by Contractor remove all rubbish and debris resulting from or caused by Subcontractor in the course of performing the Work. If not, removal of rubbish and debris will be performed by Contractor at Subcontractor's expense. The job at all times shall be maintained in an orderly and clean condition. Subcontractor shall leave the job, at the completion of Subcontractor's Work, free of all dirt and rubbish resulting from or caused by Subcontractor's Work and in a condition satisfactory to Contractor.

**13. LABOR CONDITIONS** - Subcontractor agrees, to the extent permissible under federal law and applicable state laws, to be bound by the terms and conditions of any labor agreements executed by Contractor and applicable to the Work to be done hereunder, including the terms and provisions of any such agreements providing for the assigning of Work or settlement of jurisdictional disputes. Subcontractor agrees that if any portion of the Work covered hereunder is further subcontracted, such additional subcontractor of any tier, shall be bound by and observe the provisions of this clause to the same extent as Subcontractor herein, and Subcontractor further agrees that a copy of this clause imposing such obligations upon further subcontractors shall be included in any further subcontract. Subcontractor's employees shall be skilled in their trade. Any employee of Subcontractor may be refused admittance to the site or may be requested to leave the site at any time by Contractor and Contractor shall not be required to have or to state any reason for the action. In the event any employee or employees of Subcontractor are so barred from the job, Subcontractor shall immediately replace such employee or employees with employees satisfactory to Contractor.

**14. EQUAL EMPLOYMENT OPPORTUNITY** - During the performance of this MSA Subcontractor agrees not to discriminate against any employee or applicant for employment in any manner prohibited by law and agrees to maintain compliance with all federal and state laws, regulations, executive orders, and lawful requirements with respect to equal opportunity, affirmative action, and nondiscrimination. Subcontractor agrees to execute all certificates of assurance required by Owner or Contractor. When so executed, such certificates of assurance are incorporated in this MSA. Subcontractor assumes all liability for failure to comply with the provisions of this Section and agrees to indemnify, defend and hold Owner and Contractor harmless from and against any and all damages, losses, costs and any other liabilities of any kind arising from or related to non-compliance. Unless exempt, Subcontractor agrees that, if the Contract Documents involve a federal construction contract or a federally assisted construction contract, the following MSA addenda shall as applicable be attached hereto and incorporated herein by reference:

- “Equal Opportunity Clause - Federal Contracts [41 CFR 60-1.4(a)]” is attached as MSA Addendum EEO(a). This clause applies to federal contracts in excess of \$10,000.
- “Equal Opportunity Clause - Federally Assisted Contracts [41 CFR 60-1.4(b)]” is attached as MSA Addendum EEO(b). This clause applies to federally assisted contracts in excess of \$10,000.
- “Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) [41 CFR 60-4.2(d)]” is attached as MSA Addendum EEO(c). This clause applies to federal contracts and federally assisted contracts in excess of \$10,000 and specifies goals (expressed as percentages) for minority/female participation in the contract.
- “Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) [41 CFR 60-4.3]” is attached as MSA Addendum EEO(d). This clause details Contractor and subcontractor's responsibilities related to equal employment opportunity on federal contracts and federally assisted contracts in excess of \$10,000.
- “Equal Opportunity for Workers With Disabilities [41 CFR 60-741.5]” is attached as MSA Addendum EEO(e). This clause applies to federal contracts only (federally assisted contracts are exempt) in excess of \$10,000.
- “Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era [41 CFR 60-250.5]” is attached as MSA Addendum EEO(f). This clause applies only to federal contracts (federally assisted contracts are exempt) in excess of \$25,000.
- “Equal Opportunity For Disabled Veterans, Recently Separated Veterans, Other Protected Veterans, And Armed Forces Service Medal Veterans [41 CFR 60-300.5(a)]” is attached as MSA Addendum EEO(g). This clause applies only to federal contracts in excess of \$100,000.

Subcontractor agrees to fully comply with each of the above referenced Addenda applicable to this MSA and to attach and make said Addenda a part of all of Subcontractor's subcontracts and purchase orders in excess of \$10,000, \$25,000, or \$100,000, as the case may be. Contractor has made a good faith effort to incorporate into this MSA all required notices

and provisions dealing with equal employment opportunity; however, Subcontractor agrees that it is responsible for its and all of its subcontractors' and vendors' compliance with all applicable statutes, ordinances and regulations that deal with equal employment opportunity regardless of whether or not the required provisions are physically attached to this Subcontract.

**15. APPLICABLE LAWS** - Subcontractor agrees that it will comply with all applicable federal, state and local laws, regulations, rules and ordinances, in producing the goods and supplies or performing the Work to be furnished hereunder, including but not limited to Contractor's safety policy and all applicable state and federal safety laws, standards, rules, and regulations. Subcontractor agrees to furnish Contractor, upon request, certificates of compliance in such form as Contractor may from time to time require.

**16. INDEMNIFICATION**— To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Owner and Contractor and their agents and employees from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Subcontractor's operations performed under this Agreement and/or Subcontractor's use of Contractor's equipment or operations and caused or alleged to be caused, in whole or in part, by any act or omission of Subcontractor or anyone employed directly or indirectly by Subcontractor. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

It is also agreed that the contract price includes amounts for Subcontractor's payments of all royalties and costs arising from patents, trademarks and copyrights in any way involved in Subcontractor's Work. Subcontractor agrees to defend, indemnify and hold harmless Owner and Contractor and their agents and employees from claims, demands, causes of actions and liabilities of every kind and nature whatsoever, incurred by Owner, Contractor or their agents and employees as a result of or in connection with any claims or actions based upon infringement or alleged infringement by reason of the use of any patent or trademark or copyright reflected in any design, device, material or process furnished or employed under this MSA by Subcontractor.

Subcontractor's indemnity obligations shall apply regardless of any active and/or passive negligent act or omission of Owner or Contractor, or their agents or employees, but Subcontractor shall not be obligated to indemnify any party for claims arising from the sole negligence or willful misconduct of Owner or Contractor or their agents or employees, or arising solely by the designs provided by such parties. The indemnity set forth in this Section shall not be limited by insurance requirements or by any other provision of this Agreement.

**17. WARRANTY** - Subcontractor agrees to repair and/or replace, without cost to Owner or Contractor, any and all defective or non-conforming Work, including any resulting damage to any other portion of the project, existing or discovered within the warranty period applicable to Contractor under the General Contract with Owner. If no such period is stated in the Contract Documents, then Subcontractor's warranty shall be for the period of time Contractor is or might be liable under any applicable Statute of Limitations. Subcontractor warrants that all materials and equipment furnished by Subcontractor will be of first class quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects and that the Work will strictly conform with the requirements of the Contract Documents. Work not conforming to such requirements shall be considered defective. The warranty provided herein shall be in addition to and not in limitation of any other warranty or remedy required and/or arising pursuant to applicable law or by the Contract Documents.

**18. DEFAULT** - Subcontractor shall be in default if it fails or refuses to:

- Supply a sufficient number of properly skilled workers, or sufficient materials of proper quality;
- Staff or prosecute the Work diligently or maintain progress in accordance with the project schedule or milestones;
- Make prompt payment to all laborers, subcontractors and suppliers;

- Provide waivers of lien or other documents required under this MSA
- Correct, replace and/or re-execute faulty, damaged or defective Work;
- Supply or maintain required bonds or insurance;
- Comply promptly with a written directive issued by Contractor pursuant to this MSA
- Maintain satisfactory financial standing;
- Perform fully, in other respects, any or all of the requirements of this MSA or any of the other Contract Documents.
- Notify Contractor of any significant changes in Safety Rating, Financial Standing and Insurance Coverage.
- Maintain satisfactory Safety ratings, and/or exhibits any un-safe practices that Contractor may deem to be too great of a risk and the presence of which creates a sub-standard Safety environment for continued work.

In the event of any such default, Contractor shall be entitled to employ any or all of the following remedies:

- Require Subcontractor to increase manpower or equipment, work overtime, or work extra shifts, at Subcontractor's expense;
- Supplement or replace Subcontractor's forces with other manpower, materials or equipment, at Subcontractor's expense;
- Suspend Subcontractor's right to proceed with the Work, in whole or in part, for such time as Contractor deems advisable;
- Take possession of and use any materials, equipment, tools or appliances necessary to carry out the Work;
- Terminate all or any portion of this MSA for default;
- Pursue any other relief or remedy available under this MSA the Contract Documents, or applicable law.

Prior to relying on the remedies identified above, Contractor shall provide Subcontractor 72 hours written notice and opportunity to cure, unless circumstances make such notice impractical. In the event this MSA is terminated for default, Subcontractor shall not be entitled to receive any further payments under this MSA until Work under this MSA is completely finished and accepted by Contractor, Owner and/or Architect/Engineer. At that time, if the unpaid balance of the amount to be paid under this MSA exceeds the expenses incurred by Contractor finishing Subcontractor's Work, such excess shall be paid by Contractor to Subcontractor. If expenses incurred by Contractor exceed the unpaid balance, then Subcontractor shall pay to Contractor the amount by which such expenses exceed such unpaid balance.

If Contractor takes action under this Section and it is later determined that the termination of Subcontractor was improper, the termination shall be treated as a termination for convenience.

**19. TERMINATION** - Contractor reserves the right to terminate all or any part of this MSA at any time for its convenience, upon 72 hours written notice. In the event of a termination of this MSA for convenience, Contractor will pay Subcontractor for the Work properly performed to the effective date of termination, together with supplier termination charges or other demobilization expenses necessarily incurred by Subcontractor as a direct result of the termination, reduced by all amounts for which Subcontractor is liable or responsible to Contractor. Subcontractor shall only be entitled to profit or overhead on that portion of the Work actually performed and approved for payment to the date of termination together with retainages held upon payments made prior thereto. Subcontractor waives any claim for loss of anticipated profits or other damages if Contractor exercises this clause, including but not limited to incidental or consequential damages.

If Owner terminates the General Contract or any part which includes the Work, Contractor shall promptly notify Subcontractor in writing and, upon written notification, this MSA shall be terminated and Subcontractor shall immediately stop the Work, follow all of Contractor's instructions, and mitigate all costs. Contractor's liability to Subcontractor is limited to amounts recovered by Contractor from Owner on Subcontractor's behalf. In no event will Subcontractor be entitled to

recover anticipated profit or overhead on Work not performed, or any other damages, including but not limited to incidental or consequential damages.

It shall be an express condition precedent to any obligation on the part of Contractor to make payment to Subcontractor under this Section that Contractor shall have received payment from Owner.

**20. ASSIGNMENT** - This MSA shall not be assigned, sublet, delegated or further subcontracted by Subcontractor, in whole or in part, without the prior written consent of Contractor. If granted, any such written consent incorporates by reference all of the requirements of the Contract Documents and this Subcontract. Any such permitted assignment, subletting, delegation, or subcontracting shall not relieve Subcontractor of its obligations hereunder.

**21. PAYMENT** - Subcontractor agrees that as a condition precedent to Contractor's obligation to make any payment to Subcontractor under this MSA Contractor must receive payment for Subcontractor's Work from Owner. This includes but is not limited to the obligation of Contractor to make any progress or final payment, or any payment for extras, change orders or delays to the Work, or upon termination of this Subcontract. Subcontractor acknowledges that it relies solely on the credit of Owner, and not Contractor, for payment for the Work, and that Subcontractor has performed its own investigation of the ability of Owner to pay for the Work and has not relied on any investigation by or representation of Contractor with respect to such matters. If Contractor has provided payment or performance bonds, the obligation of Contractor and its surety under any of those bonds to make any payment to a claimant is similarly subject to the condition precedent of payment to Contractor by Owner. In the event that Contractor does not receive all or any part of the payment from Owner in respect to Subcontractor's Work, whether because of claimed defect, or deficiency in Subcontractor's Work, or for any other reason, Contractor shall not be liable to Subcontractor for any sums in respect thereto. Contractor may offset against any sums due Subcontractor hereunder the amount of any liquidated or unliquidated obligations of Subcontractor to Contractor, whether or not arising out of this Subcontract.

- Progress payments, less retention (if applicable), will be made to Subcontractor within ten days after receipt of payment by Contractor from Owner. Any final remaining percentage as well as final payment will be forwarded to Subcontractor within ten days of receipt by Contractor from Owner.
- If the contract price is based on units installed, Subcontractor acknowledges that it will be paid for units suitably installed and made part of the Work, within ten days after receipt of payment by Contractor from Owner. In no event will Contractor be liable for any payments to Subcontractor for units installed in excess of those approved and paid for by Owner. Subcontractor further agrees to accept as final the determination of Owner relative to units installed.
- As a condition precedent to payment to Subcontractor, with the second and each succeeding monthly request for payment, as well as the final payment, Subcontractor shall submit receipts and/or an affidavit and waivers of lien showing all payments made for labor and materials covered by the request for payment and on account of all Work covered in all previous requests for payment. Contractor may request additional information to substantiate the request for payment, including affidavits and waivers of lien from suppliers and other subcontractors at any tier. The request for payment is subject to approval by Contractor and Architect/Engineer.
- Final payment on this MSA shall be payable upon (i) completion and acceptance of the Work by Contractor, Owner and Architect/Engineer, (ii) submittal by Subcontractor to Contractor and Owner, in a form satisfactory to Contractor, of a general release of all claims against Contractor and/or Owner arising under or by virtue of this MSA (iii) Contractor's receipt of evidence satisfactory to Contractor that there are no claims, obligations or liens outstanding or unsatisfied for labor, materials, taxes or other items in connection with the Work, and (iv) satisfaction of all claims, demands and disputes, and all obligations and responsibilities of Subcontractor. Should there be any such claim before or after final payment is made, Subcontractor shall pay to Contractor (a) all monies that Contractor and/or Owner shall pay in connection with such claim and all costs and expenses, including legal fees, incurred in connection therewith; and (b) such additional amount as Contractor or Owner determine to be

sufficient to protect Contractor and Owner from such claim. Subcontractor's acceptance of final payment constitutes a waiver of all claims by Subcontractor relating to the Work, but does not relieve Subcontractor of liability for warranties or for nonconforming or defective work.

- It is agreed that in the event Contractor shall incur any cost or expense of any nature preparing for prosecution of any claim against Owner or in the defense of any claim by Owner, whether by means of negotiations, arbitration, or legal action, arising out of Owner's failure to or refusal to pay Contractor for Work done by Subcontractor under or arising out of this MSA Subcontractor shall be liable and shall promptly reimburse Contractor for all such costs and expenses including actual attorney fees.
- If any person claims a lien against the project with respect to the Work, or if Contractor believes that a claim of lien may be filed, due to nonpayment by Subcontractor or by any person providing any part of the Work under Subcontractor, or if Subcontractor or any person providing any part of the Work under Subcontractor damages any part of the project, or if Subcontractor fails to perform this MSA in any way, Contractor may retain from any payment due an amount which it deems sufficient to (i) satisfy any such lien, (ii) correct any such nonpayment, damage, or failure, and (iii) compensate Contractor and Owner for all damages and expenses, including actual attorney fees, which may be sustained or incurred by either of them in connection therewith, and to apply the amount retained to such purposes. If any subcontractor, laborer or supplier files a construction lien against the project or project site which arises out of or is in connection with the Work, Subcontractor shall cause such lien to be satisfied, removed or discharged at its own expense within ten (10) days from the date of filing. If Subcontractor fails to do so, Contractor may at Subcontractor's cost, secure the discharge of such lien, by payment or otherwise, and Subcontractor shall within ten (10) days of demand pay to Contractor all amounts (including actual attorney fees) paid or incurred by Contractor.

No payment by Contractor to Subcontractor shall be construed to be an acceptance of nonconforming Work, nor shall any payment release Subcontractor from any of its obligations under this Subcontract.

Anything to the contrary herein notwithstanding, Contractor shall comply with the payment requirements set forth in any applicable federal, state or local law.

**22. INSURANCE** - Subcontractor will comply with the insurance requirements set forth in Attachment "B". Before any Work is started, certificates of insurance indicating the required coverages must be supplied to Contractor. Receipt of a non-conforming insurance certificate by Contractor without objection, or Contractor's failure to collect an insurance certificate, does not constitute acceptance of non-conforming insurance or a waiver of the insurance requirements.

**23. SAFETY** - Subcontractor is fully responsible for, and shall ensure, the safety of all persons and property in connection with the Work and agrees to fully comply with Contractor safety requirements as specified in Attachment "C" to this Subcontract. Subcontractor will cooperate with Contractor on any overall safety program for the project (including prevention and reporting of substance abuse) and on request will submit its own safety program to Contractor for review and approval. Subcontractor shall provide a safe workplace and shall otherwise take all precautions for the safety of subordinate parties and persons and property in or near the premises where Work is being performed, and will provide any requested safety information. Subcontractor shall actively undertake the prevention of accidents or injury to persons or property in or near the premises where Work is being performed, and shall promptly report to Contractor and be fully responsible for, any unsafe conditions relating to the Work. Subcontractor is required to implement provisions of the right-to-know law, legally in effect, before using on the project site any material listed in the right-to-know substance list. Subcontractor will furnish Contractor a copy of the material safety data sheet for that substance and have a copy of it available for employees and properly label all containers with hazardous chemicals that are brought on the job site or are used in the performance of this MSA as well as otherwise comply with all lawful requirements.

**24. CHANGE ORDERS, ADDITIONS AND DEDUCTIONS.** Contractor has the right to make changes, additions and/or deletions in the Work upon written order to Subcontractor. The value of the Work to be changed, added or deleted shall be stated in the written order and shall be added to or deducted from the contract price. The value of the Work to be changed, added or deleted shall be determined by the lump sum or unit prices, if any, stipulated for such work. Subcontractor agrees and understands that any claim for any increase in the contract price must be agreed to in advance by Contractor in writing. Subcontractor shall give Contractor advance written notice of any such claims, including a complete breakdown of anticipated costs.

**25. DISPUTE RESOLUTION** - Subcontractor shall give Contractor written notice of a claim against Contractor within seven (7) calendar days of the date when Subcontractor knew of the facts giving rise to the event on which the claim is based; otherwise, such claim shall not be valid. Contractor and Subcontractor shall endeavor to resolve their disputes by mediation which shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Claims, disputes or other matters in question arising out of or related to the Contract Documents that are not resolved by mediation shall, at Contractor's option, be decided (i) by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, in which case the award rendered in arbitration shall be final and binding to all parties, (ii) in the manner and forum pursuant to which disputes between Owner and Contractor are to be resolved under the terms of the General Contract, or (iii) according to law. Contractor has the right to join Subcontractor as a party in any dispute resolution procedure between Owner and Contractor where the issues in dispute are related to the Work or performance of Subcontractor. Subcontractor waives its right to trial by jury in any court proceeding.

**26. NOTICES** – Any notice or payment required or permitted to be made or given by either party hereto pursuant to this Agreement will be deemed delivered on the date of issuance if sent by such party to the other party by certified mail, return receipt requested, commercial courier, personal delivery, or a similar reliable delivery method with proof of delivery, addressed to the addresses set forth in this MSA or to such other address as a party shall designate by written notice given to the other party, or by electronic mail or facsimile.

**27. GENERAL PROVISIONS** – (i) The failure of Contractor to enforce at any time any of the provisions of this MSA or to require at any time performance by Subcontractor of any of the provisions, shall not be construed to be a waiver of, nor in any way to affect the validity of this MSA or any part of it or the right of Contractor to thereafter enforce each and every provision. (ii) This MSA constitutes the entire understanding of the parties and supersedes any prior proposal or agreement, and shall not be modified, amended or revoked except in writing executed by both Contractor and Subcontractor. (iii) No failure or delay on the part of either party to exercise any right shall operate as a waiver of any breach or right, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any other remedies at law or in equity. (iv) This MSA shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflicts of law provisions. (v) If any provision of this MSA shall be prohibited by or invalid under applicable law, then such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this MSA or the application of such provision to other provisions or circumstances. (vi) The headings at the beginning of each Section are inserted only for convenience and shall not be construed as a part of this MSA or any of the terms and conditions hereof, or as a limitation of the scope of the particular Sections to which they refer.

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## ATTACHMENT "B"

### SUBCONTRACTOR INSURANCE REQUIREMENTS

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#### **GENERAL REQUIREMENTS**

Policies of insurance to be written by an insurance carrier licensed in the state where the work is being performed, and one that is reasonably acceptable to J. Ranck Electric.

Subcontractor will furnish, **before any work is started**, certificates of insurance indicating the required coverage specified below. Receipt by J. Ranck Electric of non-conforming certificates of insurance without objection, or J. Ranck Electric's failure to collect a certificate of insurance, shall not waive or alter the Subcontractor's duty to comply with the insurance requirements. **SEE THE ATTACHED "SAMPLE" INSURANCE CERTIFICATE FOR REFERENCE.**

Subcontractor waives all rights against J. Ranck Electric, Owner and all other additional insureds for recovery of damages to the extent these damages are covered by insurance required below (waiver of subrogation).

Certificates of insurance shall provide for thirty (30) day notice of cancellation.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY** – Subcontractor to maintain Workers Compensation Insurance covering Subcontractor's statutory obligations in the state where the work is being performed, and Employers Liability Insurance coverage with limits of liability of \$500,000 per incident. Where applicable, U.S. Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.

**COMMERCIAL GENERAL LIABILITY (CGL)** – Subcontractor to maintain Commercial General Liability insurance written on an OCCURRENCE policy form with limits of liability as indicated:

- General Aggregate \$2,000,000
- Products/Completed Operations \$2,000,000
- Personal / Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

The general aggregate limit will apply separately to each project.

CGL coverage will be written on ISO Occurrence form CG 00 01 10 01 or more recent or substitute form **providing equivalent coverage** and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

J. Ranck Electric, Owner and all other parties required of J. Ranck Electric shall be included as insureds on the CGL, using the following endorsement(s):

- ISO Additional Insured Endorsement CG 20 10 11 85; or,
- ISO Additional Insured Endorsements CG 20 10 10 01 and CG 20 37 10 01; or,
- ISO Additional Insured Endorsements CG 20 33 10 01 and CG 20 37 10 01; or,
- An endorsement providing **equivalent coverage to the additional insureds.**

This insurance for the additional insureds shall apply as **primary and non-contributing insurance before any other insurance or self-insurance**, including any deductible, maintained by, or provided to, the additional insured.

Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and each additional insured for at least three (3) years after completion of the Work.

**AUTOMOBILE LIABILITY** – Subcontractor to maintain Automobile Liability Insurance with a limit of \$1,000,000 combined single limit per accident covering Subcontractor’s owned, non-owned, and hired automobiles.

**COMMERCIAL UMBRELLA LIABILITY** – Subcontractor to maintain Excess (Umbrella) Liability Insurance with limits of \$2,000,000. This coverage must include as insureds all entities that are named as additional insureds on the CGL policy.

**SUPPLEMENTAL INSURANCE**– if required, Subcontractor to provide the following coverage:

- Watercraft Protection and Indemnity Liability Insurance – if any of the work is to be performed on or over navigable waterways or involves the use of any vessel.
- Railroad Protective Liability Insurance – if any of the work is on or within 50 feet of any railroad or affects railroad property.
- Professional Liability Insurance – if design services are provided, \$5,000,000 limit per claim and \$5,000,000 aggregate is required.
- Pollution Liability Insurance - if environmental services are required. Environmental services include any abatement, removal, remediation, transporting or disposal of a “hazardous material”, or any assessments or consulting relating to same. Limits of liability of \$5,000,000 per occurrence and \$5,000,000 aggregate is required. This insurance must be written on an occurrence policy form.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Agency Name Address City, State ZIP	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Subcontractor Name Address City, State ZIP	INSURER A: Insurance Carrier A	
	INSURER B: Insurance Carrier B	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		Y				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Y				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

J. Ranck Electric, Inc. the owner, and all other parties as required by the contract are named as additional insured on a primary and non-contributing basis. Additional insured endorsement is attached.

**CERTIFICATE HOLDER****CANCELLATION**

J. Ranck Electric, Inc. 1993 Gover Parkway Mt. Pleasant, MI 48858	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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## ATTACHMENT "C" SAFETY REQUIREMENTS

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J. Ranck Electric, Inc. is dedicated to providing a safe and healthy work environment for all of its employees, **Subcontractors**, and customers. All **Subcontractor** employees shall follow operating practices that will safeguard all employees, the public and company operations. We believe all accidents are preventable. Therefore, we will make every effort to prevent accidents and comply with all established safety and health laws and regulations.

The J. Ranck Electric Project Foreman shall meet with **all Subcontractors** when they arrive at the job site and review these rules before beginning work.

Safety is a "TEAM EFFORT" and all personnel are responsible for looking out for their safety as well as the safety of others. People who do not work in a safe manner are a serious threat to the safety of themselves, their fellow workers, and to the overall project. Workers are required to follow the safety direction of the foreman and/or safety director via employee orientations, various safety meetings, notices or memorandums, and verbal instructions. **Subcontractor** employees shall:

- Understand and comply with all applicable regulations, standards, and requirements;
- Follow safe work and conduct practices at all times;
- Use the appropriate tools and equipment required for the job in the way they were meant to be used;
- Operate machinery and equipment only if qualified and authorized to do so;
- Wear required personal protective equipment and clothing;
- Remove from service any defective or malfunctioning tools, equipment, structures, and protective clothing; refuse to perform work that may cause imminent danger to one's self or others;
- Report all unsafe conditions or conduct immediately to the Project Foreman, Project Manager, or Safety Director;
- Keep the work place tidy and safe
- Document a daily work plan and review with work crew, utilize JSA form (attached) or similar. Work plan must include work to be performed, identify hazards, and identify controls to be used. Must be updated and reviewed upon scope change.
- Report any near misses, injuries, illnesses, or property damage immediately
- Report to work in a condition to perform his/her job in a safe, competent manner.

All unsafe acts performed by **Subcontractors** shall be addressed and corrected immediately. All work shall be stopped if an unsafe act causes imminent danger to workers, the public or company operations.

Prior to performing any work on site the following must be submitted to J. Ranck Electric:

- Company Safety Program
- Jobsite Safety Summary (attached)

All incidents involving bodily injury and/or property damage on the project site will be reported immediately to the Project Foreman, Project Manager, or Safety Director.

Any questions regarding these requirements can be taken to J. Ranck Electric's Safety Director.



**J. RANCK**  
ELECTRIC, INC.

**Mt. Pleasant, Michigan**  
1993 Gover Parkway  
Mt. Pleasant, MI 48858  
Phone: (800) 792-3822  
Fax: (989) 775-8830

**JOBSITE SAFETY SUMMARY**

Primary Subcontractor Jobsite Contact: \_\_\_\_\_

Subcontractor Safety Contact: \_\_\_\_\_

Subcontractor Manager Contact: \_\_\_\_\_

Subcontractor In Case Of Emergency: \_\_\_\_\_

Jobsite Address: \_\_\_\_\_

Hospital Address: \_\_\_\_\_

Confined Space?  Yes  No If yes, please attach procedure.

High Energy Hot Work?  Yes  No Fire Protection? \_\_\_\_\_

Roadway Work?  Yes  No Projective Measures? \_\_\_\_\_

Excavation?  Yes  No MISS DIG or Other: \_\_\_\_\_

Fall Hazards?  Yes  No Fall Protection Plan? \_\_\_\_\_

**Subcontract employees will wear a hardhat at all times while on a J. Ranck Electric Project.**

(Subcontractor) \_\_\_\_\_ commits to the above items and agrees to follow the processes set forth with the understanding that failure to do so may cause injury to your employees or others. Negligence in these matters and any other JRE rule could result in termination of contract. We commit to protecting personal safety, the environment, and property of J. Ranck Electric and clients'.

Representative Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Flint, Michigan**  
3015 Airpark Drive North, Flint, MI 48507 | Fax: (810) 424-9750

**Sault Ste. Marie, Michigan**  
511 Ashmun, Suite 201, Sault Ste. Marie, MI 49783 | Fax: (906) 632-7014

**WEBSITE: WWW.JRANCK.COM**



# DAILY JSA (Job Safety Analysis) Safety Plan

**DATE:** \_\_\_\_\_

**JOB NUMBER:** \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_

**LIST ALL THE STEPS OF THE JOB**      **IDENTIFY ALL SPECIFIC HAZARDS FOUND**      **HOW WILL YOU CONTROL THE HAZARDS?**      **EMERGENCY NUMBERS**

1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

PHONE: \_\_\_\_\_  
 FIRE: \_\_\_\_\_  
 AMBULANCE: \_\_\_\_\_

**EVACUATION ROUTE**  
 What is your evacuation route and assembly point?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SIGNATURES:**

FOREMAN: \_\_\_\_\_

CREW MEMBERS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**COMMENTS:**

**OFFICE ONLY**  
 Date Received \_\_\_\_\_

USE BACK OF FORM IF ADDITIONAL SPACE IS REQUIRED



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## ATTACHMENT "D"

### PAYMENT PROCESSING INSTRUCTIONS

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We understand the critical nature of maintaining cash flow on projects, and that as a Subcontractor you are entitled to the timely payment of your invoices. To facilitate timely payment, it is important that the following guidelines are understood prior to your initial billing. Failure to adhere to these requirements may delay payment.

#### **MSA DOCUMENTS**

- All required MSA and future PSA documents must be properly executed by Subcontractor and returned to J. Ranck Electric, at [contracts@jranck.com](mailto:contracts@jranck.com).

#### **INSURANCE CERTIFICATE(S)**

- Evidence of currently in-force insurance as required by the MSA (see Attachment B) with all required parties listed as additional insured must be in the possession of J. Ranck Electric.

#### **REQUESTS FOR PAYMENT**

- An invoice must be received before or on the date specified in the PSA issued under the MSA for inclusion in J. Ranck Electric's billing to the customer. Invoices must be sent to [ap@jranck.com](mailto:ap@jranck.com).
  - ***Exception: Unit-price work with the State Department of Transportation does not require an invoice to be submitted for payment processing.***
- If the invoice is not received by the specified date, it will not be included and will have to be re-submitted the subsequent month. Please make sure your invoice is sent by the date indicated on the individual PSA issued under the MSA agreement.
- The J. Ranck Electric project manager will review the billing. If for whatever reason there are discrepancies with the billing, you will be notified via e-mail or fax. Any questions pertaining to invoice revision or rejection should be addressed with the J. Ranck Electric project manager.

#### **SWORN STATEMENT / WAIVERS**

- Payment to laborers, subcontractors and suppliers will be verified by means of a notarized sworn statement prior to payment being released.
- A current sworn statement verifying payment of laborers, subcontractors and major suppliers must be received by the office prior to release of each check.
- Sworn statement will conform to J. Ranck Electric requirements. A sample sworn statement and instructions on how it must be completed are attached. An electronic version of the form is available (contact [contracts@jranck.com](mailto:contracts@jranck.com))
- Prior to release of each check, any laborers, subcontractors and major suppliers that indicated a balance due on the prior month sworn statement will require a waiver of lien indicating that balance due has been paid. Failure to do so will result in your payment being delayed until such time as a waiver can be produced and verified.

#### **CERTIFIED PAYROLL**

- If this project requires certified payroll to be completed and submitted by your company, reporting must be current.

#### **OTHER**

- Failure to comply with MSA terms and conditions may also delay payment.
- All required close-out requirements to include submittals, certifications, warranties, as-built drawings, spare parts, etc. Must be received by J. Ranck Electric prior to final payment.

## INSTRUCTIONS FOR COMPLETION OF SWORN STATEMENTS AND WAIVERS OF LIEN

J. Ranck Electric, Inc. requires properly completed Sworn Statements and Lien Waivers with the submission of invoices for payment. A basic explanation of these documents and instruction for completion of the same has been provided for your reference.

1. A **Sworn Statement** is an itemized list of all subcontractors, major material supplies and laborers who will, or have, provided improvements, materials and/or labor and is an accounting of all monies due to them. All Sworn Statements are to be signed by an appropriate company representative, dated and notarized. A completed sample Sworn Statement has been included for reference, as well as a blank Sworn Statement for use. In addition, electronic copies of Sworn Statements are available for your use upon request.
2. **Waivers** are given by a contractor, subcontractor or supplier whenever payment is made. In simple terms, it is a receipt for payment. It relinquishes the lien rights of the contractor, subcontractor or supplier, either in full, if full payment is received; or in part, if partial payment was received. Waivers are legal documents and must use proscribed wording. To be sure that appropriate documents are being used J. Ranck Electric, Inc. only accepts two kinds of waivers, a sample of each has been included for reference and use:

**Partial Unconditional Waivers:** This document acknowledges partial payment to a subcontractor, supplier and/or laborer and only waives lien rights up to the amount of the payment listed on said waiver through the date indicated on said waiver.

**Full Unconditional Waivers:** This document acknowledges payment in full and fully relinquishes all lien rights of said subcontractor, supplier and/or laborer.

Please note that submission of the waivers mentioned above are required for any items listed in the "Amount Already Paid" column of a Sworn Statement. Items listed in the "Amount Currently Owing" column on a current draw request would not require waiver forms at the time of submission. However, upon the submission of the next draw request those amounts previously shown in the "Amount Currently Owing" column, would then be moved to the "Amount Already Paid" column. The appropriate waivers would then be expected as proof of payment at that time. If appropriate waivers are not submitted with each Sworn Statement, your draw request/invoice will be rejected and will not be processed until appropriate waivers are submitted.

3. **Checks and Balances** - All figures listed in each column of the Sworn Statement should add up to the totals at the bottom. The "Amount Already Paid" column, plus the "Amount Currently Owing" column, plus the "Balance to Complete" column, should all add up to the "Total Contract Price" column. At any time, should these items not balance out; additional review will be required, resulting in a delay in processing of payment. Therefore, it is very important that the information supplied on the Sworn Statement is accurate.

# SWORN STATEMENT

STATE OF MI

} §

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ (deponent), being sworn, states the following:

\_\_\_\_\_ (company name) is the (contractor) (subcontractor) for the improvement to the following real property in \_\_\_\_\_, County Michigan, described as follows:

(legal description of property)

The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor) has (contracted)(subcontracted) for performance under the contract with the owner or lessee of the property, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names.

Name, Address & Phone Number of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owning	Balance to Complete	Amount of Laborer WAgEs Due but Unpaid	Amount of Laborer Fringe Benefits and Withholdings Due but Unpaid
<b>TOTALS:</b>							

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.

I make this statement as the (contractor)(subcontractor) or as Agent of the (contractor)(subcontractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

**WARNING TO OWNER OR LESSEE:** AN OWNER OF THE PROPERTY SHALL NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED. IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THE SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, TO THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTOR A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

\_\_\_\_\_  
DEPONENT SIGNATURE:

**WARNING TO DEPONENT:** A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .

Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

# SWORN STATEMENT

STATE OF MI } §  
 COUNTY OF \_\_\_\_\_

COUNTY IN WHICH THE DOCUMENT IS BEING EXECUTED SHOULD BE LISTED HERE.

ISABELLA

AN APPROPRIATE COMPANY REPRESENTATIVE, TITLE AND COMPANY NAME MUST BE LISTED.

**JOHN SMITH, CFO** (deponent), being sworn, states the following.

**123 ELECTRIC COMPANY** (company name) is the (contractor) (subcontractor) for the improvement to the following real property in **ISABELLA**, County Michigan, described as follows:

PROPER LEGAL DESCRIPTION OF THE PROJECT SHOULD BE LISTED, AS WELL AS THE COUNTY.

**LOT 7, INDUSTRIAL PARK SOUTH, ISABELLA COUNTY, MICHIGAN**  
 (legal description of property)

The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted)(subcontracted) for performance under the contract with the owner or lessee of the property, and the amounts as of the date of this statement are correctly and fully set forth opposite their names.

ALL SUBCONTRACTORS AND MAJOR SUPPLIERS MUST BE LISTED. THIS INCLUDES YOUR COMPANY.

Name, Address & Phone Number of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owing	Balance to Complete	Amount of Laborer Wages Due but Unpaid	Amount of Laborer Fringe Benefits and Withholdings Due but Unpaid
ACME LUMBER 123 MAIN ST., ACME, MI 12345 PH: 989-555-1234	MATERIAL	\$5,000.00	\$1,000.00	\$2,000.00	\$2,000.00		
SMITH PLUMBING 456 SOUTH ST., ACME, MI 12345 PH: 989-555-4578	MATERIAL & LABOR	\$10,000.00		\$5,000.00	\$5,000.00	\$500.00	\$50.00
123 ELECTRIC COMPANY 789 MAIN ST., ACME, MI 12345 PH: 989-555-9101	MATERIAL & LABOR	\$50,000.00		\$25,000.00	\$25,000.00		
<b>TOTALS:</b>		<b>\$65,000.00</b>	<b>\$1,000.00</b>	<b>\$32,000.00</b>	<b>\$32,000.00</b>		

TOTAL SHOULD MATCH TOTAL AMOUNT OF EXECUTED SUBCONTRACT.

The contractor has not procured or subcontracted with any person other than those set forth and owes no money for the improvement other than the sums set forth.

I make this statement as the (contractor)(subcontractor) (owner) (lessee) of the property and his or her agents that the property is free from all construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

ANY AMOUNTS LISTED IN THIS COLUMN SHOULD HAVE ACCOMPANYING SIGNED UNCONDITIONAL WAIVERS IN SUPPORT OF AMOUNTS LISTED. IN THIS CASE A PARTIAL UNCONDITIONAL WAIVER OF LIEN IN THE AMOUNT OF \$1,000, FROM ACME LUMBER WOULD BE REQUIRED.

THIS TOTAL SHOULD MATCH TOTAL AMOUNT OF CURRENT DRAW REQUEST.

THIS COLUMN SHOULD REFLECT THE TOTAL BALANCE TO COMPLETE ON CONTRACT.

WARNING TO OWNER OR LESSEE: AN OWNER OF THE PROPERTY OR LESSEE OF THE PROPERTY MUST RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED. IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THE SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, TO THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTOR A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

*John Smith*

DEPONENT SIGNATURE: JOHN SMITH, CFO, 123 ELECTRIC CO.

WARNING TO DEPONENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

SIGNATURE OF DEPONENT NAMED ABOVE IS REQUIRED. THE NAME OF SIGNOR SHOULD BE PRINTED CLEARLY BELOW THE SIGNATURE.

Subscribed and sworn to before me this 27<sup>th</sup> day of August, 2015.

*Julie W. Smith*  
 Notary Public, ISABELLA County, Michigan  
 My Commission Expires: 10/7/20

NOTARY INFORMATION AND SIGNATURE IS REQUIRED.

## PARTIAL UNCONDITIONAL WAIVER

[My / Our] contract with 123 ELECTRIC COMPANY to provide Labor/Material for the improvement of the property described as LOT 7, INDUSTRIAL PARK SOUTH, ISABELLA COUNTY, and hereby waive [my / our] construction lien to the amount of \$ 1,000.00, for [labor / materials] provided through . This waiver, together with all previous waivers, if any, [does / does not] cover all amounts due to [me / us] for contract improvements provided through the date shown above.

ACME LUMBER COMPANY

Company Name



Signature of lien claimant

Signed on: 8/27/15

Address: 123 Main Street

Acme, MI 12345

Telephone: (989) 555-9101

# FULL UNCONDITIONAL WAIVER

[My / Our] contract with \_\_\_\_\_ to provide **Labor/Material** for the improvement of the property described as \_\_\_\_\_ having been fully paid and satisfied, all [my / our] construction lien rights against such property are hereby waived and released.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of lien claimant

Signed on: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

SAMPLE

## PARTIAL UNCONDITIONAL WAIVER

[My / Our] contract with \_\_\_\_\_ to provide **Labor/Material** for the improvement of the property described as as \_\_\_\_\_, and hereby waive [my / our] construction lien to the amount of \$ \_\_\_\_\_, for [labor / materials] provided through \_\_\_\_\_. This waiver, together with all previous waivers, if any, [does / does not] cover all amounts due to [me / us] for contract improvements provided through the date shown above.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of lien claimant

Signed on: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

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**ATTACHMENT "E"**  
**W-9**

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*(See Next Page)*

SAMPLE



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**ATTACHMENT "F"**  
**PROJECT SPECIFIC ADDENDUM**

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*(See Next Section)*

SAMPLE



**J. RANCK**  
ELECTRIC, INC.

**Mt. Pleasant, Michigan**

1993 Gover Parkway

Mt. Pleasant, MI 48858

Phone: (800) 792-3822

Fax: (989) 775-8830

**PROJECT SPECIFIC ADDENDUM (PSA)  
ISSUED UNDER MASTER SUBCONTRACT AGREEMENT (MSA)**

*Upon review and execution of this Project Specific Addendum (PSA) please return to Contracts Administrator at [contracts@jranck.com](mailto:contracts@jranck.com).*

Subcontractor Name:	_____	PSA #:	_____
Mailing Address:	_____	Date:	_____
City, State ZIP:	_____	Job #:	_____
Phone:	_____	Job Name:	_____
Fax:	_____	Location:	_____

**Price:** \_\_\_\_\_ **Dollars:** \_\_\_\_\_

**Description of Work:**

\_\_\_\_\_

Acceptance of this Project Specific Addendum (PSA) constitutes an agreement to perform the above indicated work at the above indicated price. Acceptance also constitutes an agreement to abide by the same TERMS AND CONDITIONS OF THE MASTER SUBCONTRACT AGREEMENT (MSA) under which this PSA is being issued. Upon execution this PSA fully becomes a part of the MSA. Subcontractor hereby re-affirms that they have not had any significant changes in Safety Rating, Financial Standing and Insurance Coverages since the execution of the original MSA.

If applicable, please complete and return Attachment A-OFCCP Requirements. PRIOR TO COMMENCING WORK, SUBCONTRACTOR MUST PROVIDE PROOF OF WORKERS COMPENSATION AND GENERAL LIABILITY INSURANCE. See Attachment B- Insurance Requirements from Master Subcontract. Please complete and return Attachment C- Jobsite Safety Summary and Job Safety Analysis Forms. **ALL DOCUMENTATION AND PROPER CERTIFICATION CAN BE EMAILED TO [CONTRACTS@JLANCK.COM](mailto:CONTRACTS@JLANCK.COM).**

Request for payment must be remitted to [ap@jranck.com](mailto:ap@jranck.com). To ensure there are no delays in processing your invoice, make sure you reference the PSA number on the invoice.

**ACCEPTED:**

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**J. RANCK ELECTRIC, INC.**

Signature: \_\_\_\_\_

Name/Title: Julie Webster Smith - Contracts Administrator

Date: \_\_\_\_\_

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**ATTACHMENT "A" TO PROJECT SPECIFIC ADDENDUM  
OFCCP REQUIREMENTS**

***NOTE: THIS FORM IS ONLY TO BE COMPLETED ON FEDERALLY FUNDED JOBS IF PSA IS OVER \$10,000***

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**Job Number:** \_\_\_\_\_

**Job Name:** \_\_\_\_\_

**Job Location (City/State):** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**City/State/Zip Code:** \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_

**PSA Date:** \_\_\_\_\_

**PSA Amount:** \_\_\_\_\_

**Subcontractor TIN:** \_\_\_\_\_

**Estimated Start Date:** \_\_\_\_\_

**Estimated Completion Date:** \_\_\_\_\_

**Federal Contract Number:** \_\_\_\_\_

**PSA #:** \_\_\_\_\_

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## ATTACHMENT "B" TO PROJECT SPECIFIC ADDENDUM SUBCONTRACTOR INSURANCE REQUIREMENTS

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### **GENERAL REQUIREMENTS**

Polices of insurance to be written by an insurance carrier licensed in the state where the work is being performed, and one that is reasonably acceptable to J. Ranck Electric.

Subcontractor will furnish, **before any work is started**, certificates of insurance indicating the required coverage specified below. Receipt by J. Ranck Electric of non-conforming certificates of insurance without objection, or J. Ranck Electric's failure to collect a certificate of insurance, shall not waive or alter the Subcontractor's duty to comply with the insurance requirements. **SEE THE ATTACHED "SAMPLE" INSURANCE CERTIFICATE FOR REFERENCE.**

Subcontractor waives all rights against J. Ranck Electric, Owner and all other additional insureds for recovery of damages to the extent these damages are covered by insurance required below (waiver of subrogation).

Certificates of insurance shall provide for thirty (30) day notice of cancellation.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY** – Subcontractor to maintain Workers Compensation Insurance covering Subcontractor's statutory obligations in the state where the work is being performed, and Employers Liability Insurance coverage with limits of liability of \$500,000 per incident. Where applicable, U.S. Longshore and Harborworkers Compensation Act endorsement shall be attached to the policy.

**COMMERCIAL GENERAL LIABILITY (CGL)** – Subcontractor to maintain Commercial General Liability insurance written on an OCCURRENCE policy form with limits of liability as indicated:

- General Aggregate \$2,000,000
- Products/Completed Operations \$2,000,000
- Personal / Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

The general aggregate limit will apply separately to each project.

CGL coverage will be written on ISO Occurrence form CG 00 01 10 01 or more recent or substitute form **providing equivalent coverage** and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

J. Ranck Electric, Owner and all other parties required of J. Ranck Electric shall be included as insureds on the CGL, using the following endorsement(s):

- ISO Additional Insured Endorsement CG 20 10 11 85; or,
- ISO Additional Insured Endorsements CG 20 10 10 01 and CG 20 37 10 01; or,
- ISO Additional Insured Endorsements CG 20 33 10 01 and CG 20 37 10 01; or,
- An endorsement providing **equivalent coverage to the additional insureds.**

This insurance for the additional insureds shall apply as **primary and non-contributing insurance before any other insurance or self-insurance**, including any deductible, maintained by, or provided to, the additional insured.

Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain completed operations coverage for itself and each additional insured for at least three (3) years after completion of the Work.

**AUTOMOBILE LIABILITY** – Subcontractor to maintain Automobile Liability Insurance with a limit of \$1,000,000 combined single limit per accident covering Subcontractor’s owned, non-owned, and hired automobiles.

**COMMERCIAL UMBRELLA LIABILITY** – Subcontractor to maintain Excess (Umbrella) Liability Insurance with limits of \$2,000,000. This coverage must include as insureds all entities that are named as additional insureds on the CGL policy.

**SUPPLEMENTAL INSURANCE**– if required, Subcontractor to provide the following coverage:

- Watercraft Protection and Indemnity Liability Insurance – if any of the work is to be performed on or over navigable waterways or involves the use of any vessel.
- Railroad Protective Liability Insurance – if any of the work is on or within 50 feet of any railroad or affects railroad property.
- Professional Liability Insurance – if design services are provided, \$5,000,000 limit per claim and \$5,000,000 aggregate is required.
- Pollution Liability Insurance - if environmental services are required. Environmental services include any abatement, removal, remediation, transporting or disposal of a “hazardous material”, or any assessments or consulting relating to same. Limits of liability of \$5,000,000 per occurrence and \$5,000,000 aggregate is required. This insurance must be written on an occurrence policy form.

SAMPLE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Agency Name Address City, State ZIP	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A: Insurance Carrier A	NAIC #
<b>INSURED</b> Subcontractor Name Address City, State ZIP	INSURER B: Insurance Carrier B	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		Y				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Y				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

J. Ranck Electric, Inc. the owner, and all other parties as required by the contract are named as additional insured on a primary and non-contributing basis. Additional insured endorsement is attached.

**CERTIFICATE HOLDER****CANCELLATION**

J. Ranck Electric, Inc. 1993 Gover Parkway Mt. Pleasant, MI 48858	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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## ATTACHMENT “C” TO PROJECT SPECIFIC ADDENDUM JOBSITE SAFETY AND JOB SAFETY ANALYSIS FORMS

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J. Ranck Electric, Inc. is dedicated to providing a safe and healthy work environment for all of its employees, **Subcontractors**, and customers. All **Subcontractor** employees shall follow operating practices that will safeguard all employees, the public and company operations. We believe all accidents are preventable. Therefore, we will make every effort to prevent accidents and comply with all established safety and health laws and regulations.

The J. Ranck Electric Project Foreman shall meet with **all Subcontractors** when they arrive at the job site and review these rules before beginning work.

Safety is a “TEAM EFFORT” and all personnel are responsible for looking out for their safety as well as the safety of others. People who do not work in a safe manner are a serious threat to the safety of themselves, their fellow workers, and to the overall project. Workers are required to follow the safety direction of the foreman and/or safety director via employee orientations, various safety meetings, notices or memorandums, and verbal instructions. **Subcontractor** employees shall:

- Understand and comply with all applicable regulations, standards, and requirements;
- Follow safe work and conduct practices at all times;
- Use the appropriate tools and equipment required for the job in the way they were meant to be used;
- Operate machinery and equipment only if qualified and authorized to do so;
- Wear required personal protective equipment and clothing;
- Remove from service any defective or malfunctioning tools, equipment, structures, and protective clothing; refuse to perform work that may cause imminent danger to one’s self or others;
- Report all unsafe conditions or conduct immediately to the Project Foreman, Project Manager, or Safety Director;
- Keep the work place tidy and safe
- Document a daily work plan and review with work crew, utilize JSA form (attached) or similar. Work plan must include work to be performed, identify hazards, and identify controls to be used. Must be updated and reviewed upon scope change.
- Report any near misses, injuries, illnesses, or property damage immediately
- Report to work in a condition to perform his/her job in a safe, competent manner.

All unsafe acts performed by **Subcontractors** shall be addressed and corrected immediately. All work shall be stopped if an unsafe act causes imminent danger to workers, the public or company operations.

Prior to performing any work on site the following must be submitted to J. Ranck Electric:

Company Safety Program  
Jobsite Safety Summary (attached)

All incidents involving bodily injury and/or property damage on the project site will be reported immediately to the Project Foreman, Project Manager, or Safety Director.

Any questions regarding these requirements can be taken to J. Ranck Electric’s Safety Director.



**J. RANCK**  
ELECTRIC, INC.

**Mt. Pleasant, Michigan**

1993 Gover Parkway

Mt. Pleasant, MI 48858

Phone: (800) 792-3822

Fax: (989) 775-8830

**JOBSITE SAFETY SUMMARY**

Primary Subcontractor Jobsite Contact: \_\_\_\_\_

Subcontractor Safety Contact: \_\_\_\_\_

Subcontractor Manager Contact: \_\_\_\_\_

Subcontractor In Case Of Emergency: \_\_\_\_\_

Jobsite Address: \_\_\_\_\_

Hospital Address: \_\_\_\_\_

Confined Space?  Yes  No If yes, please attach procedure.

High Energy Hot Work?  Yes  No Fire Protection? \_\_\_\_\_

Roadway Work?  Yes  No Projective Measures? \_\_\_\_\_

Excavation?  Yes  No MISS DIG or Other: \_\_\_\_\_

Fall Hazards?  Yes  No Fall Protection Plan? \_\_\_\_\_

**Subcontract employees will wear a hardhat at all times while on a J. Ranck Electric Project.**

(Subcontractor) \_\_\_\_\_ commits to the above items and agrees to follow the processes set forth with the understanding that failure to do so may cause injury to your employees or others. Negligence in these matters and any other JRE rule could result in termination of contract. We commit to protecting personal safety, the environment, and property of J. Ranck Electric and clients'.

Representative Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Flint, Michigan**

3015 Airpark Drive North, Flint, MI 48507 | Fax: (810) 424-9750

**Sault Ste. Marie, Michigan**

511 Ashmun, Suite 201, Sault Ste. Marie, MI 49783 | Fax: (906) 632-7014

**WEBSITE: WWW.JRANCK.COM**



# DAILY JSA (Job Safety Analysis) Safety Plan

**DATE:** \_\_\_\_\_

**JOB NUMBER:** \_\_\_\_\_

**Subcontractor:** \_\_\_\_\_

**LIST ALL THE STEPS OF THE JOB**      **IDENTIFY ALL SPECIFIC HAZARDS FOUND**      **HOW WILL YOU CONTROL THE HAZARDS?**      **EMERGENCY NUMBERS**

1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

PHONE: \_\_\_\_\_  
 FIRE: \_\_\_\_\_  
 AMBULANCE: \_\_\_\_\_

**EVACUATION ROUTE**  
 What is your evacuation route and assembly point?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SIGNATURES:**

FOREMAN: \_\_\_\_\_

CREW MEMBERS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**COMMENTS:**

**OFFICE ONLY**  
 Date Received \_\_\_\_\_

USE BACK OF FORM IF ADDITIONAL SPACE IS REQUIRED

