

3.27 The Contractor shall assist in the resolution of problems or issues that arise following Final Completion.

3.28 The Contractor shall participate in a post construction evaluation one year after Final Completion to evaluate functional and operational effectiveness and efficiency.

SECTION 4 UNCOVERING WORK

4.1 If any Work that is to be inspected, tested or approved is covered by the Contractor without the written consent of Design Professional, it must, if required by Design Professional, be uncovered for observation. Uncovering Work as provided in this paragraph shall be at the Contractor's expense.

4.2 If Design Professional considers it necessary or advisable that covered Work be observed, inspected or tested, then the Contractor shall uncover or otherwise make available the portion of Work identified, furnishing all necessary labor, material and equipment. If it is determined that such Work was not in accordance with the Contract Documents, the Contractor shall pay all costs and damages associated with uncovering the Work and to replace or reconstruct the Work. If, however, the Work is in accordance with the Contract Documents, then Contractor shall be reimbursed for the costs incurred in uncovering and replacing or reconstructing the Work.

SECTION 5 SAFETY PROGRAMS; COMPLIANCE WITH LAWS; BACKGROUND CHECKS

5.1 Safety Programs.

A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with all Projects. The Contractor shall take all reasonable precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all persons on the site, all the materials and equipment to be incorporated into the construction, whether in storage or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of a Project.

B. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, codes and orders of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection.

C. The Contractor shall keep accurate and detailed records of all accidents involving damage or injury to persons or property and shall notify the Program Manager immediately of any such accident.

5.2 Compliance with Laws. Contractor represents and warrants that it and its directors, shareholders, officer, employees, agents and all permitted Subcontractors are currently in compliance, and will continue to be in compliance, with the provisions of all applicable Federal, state and local laws, including rules, regulations and orders, decree or direction of the U.S. or applicable foreign jurisdictions (collectively "laws") in performance of this Agreement, including but not limited to any laws pertaining:

A. to the employment of labor, hours of labor, health and safety, payment of wages, payment of taxes, employment eligibility status and verification (I-9); in this regard, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, national origin, age, physical or mental disability, veteran status or other unlawful criterion, and it shall comply with all applicable laws against discrimination. Verizon is a federal contractor. As a result, but only if applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. §§ 60-1.4(a) and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. Finally, but also only if applicable, **Contractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.** In addition Contractor shall comply with Exhibit G;

B. to the safeguarding, protection, privacy, security, encryption, unauthorized disclosure, breach notification and disposal of personal or similar information used, maintained, and/or accessed on Verizon's behalf including, without limitation, the Standards for Protection of Personal information of the Residents of the Commonwealth of Massachusetts (201 CMR 1700); California Civil Code §1798.82 and the Fair and Accurate Credit Transactions Act of 2003, Public Law 108-159;

C. if applicable, to the manufacturing, marketing, sale, service, use or distribution of medical applications or medical devices in the United States, including the following and any related amendments: (i) the Health Insurance Portability and Accountability Act ("HIPAA"); (ii) the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); (iii) the Federal Food, Drug and Cosmetic Act ("FDC Act"); (iv) orders, rulings, guidance documents, policies, regulations and requirements of the U.S. Department of Health and Human Services and the U.S. Food and Drug Administration adopted under HIPAA, the HITECH Act or the FDC Act; (v) the Federal Trade Commission Act; (vi) orders, rulings, guidance documents, policies, regulations and requirements of the U.S. Federal Trade Commission; and

D. to directly or indirectly, making, offering, causing to be made, accepting, requesting, suggesting, directing or otherwise inducing any bribe, payment, loan, commission, hospitality, gift of money, kick-back, inducement or anything of value or other advantage (individually or collectively "Bribery") to any official, employee, agent or instrumentality of any government, including legislative, administrative or judicial positions, or any public international organization or any other person, company or legal entity to gain any advantage for Verizon or Contractor, or which is in violation of any economic or trade sanctions, in connection with any transaction relating to this Agreement that could result in a violation of any laws relating to Bribery, including without limitation the Foreign Corrupt Practices Act and the U.K. Bribery Act 2010 ("U.K. Bribery"). Notwithstanding any other provisions in this Agreement, Verizon may suspend performance or terminate this Agreement immediately upon written notice, if Contractor breaches any of the terms set forth in this subsection. Following notice of such termination, Verizon shall not be responsible for any payments due under the Agreement, and shall not be required to complete any order or take any other action pursuant to this Agreement, if it has reasonable basis to believe that such payment, completion of order, or other action would violate any applicable law, including but not limited to the Foreign Corrupt Practices Act, or the UK Bribery.

In the event of an unauthorized disclosure of personal or similar information or any other violation of the foregoing, Contractor shall provide notice of same by e-mail to security.issues@verizon.com within forty-eight (48) hours, and to the notice addressee set forth in the Notices Section of this Agreement by the means set forth therein. Contractor shall also procure any required permits or certificates necessary to perform its obligations under this Agreement. Contractor shall, in its contracts with all permitted Subcontractors and agents in the provision of services to Verizon, flow down the foregoing requirements of this Section.

Contractor and any approved Subcontractor shall indemnify, hold harmless and defend Verizon from and against all Claims arising out of or related to Contractor's noncompliance hereunder.

5.3 Background Checks.

5.3.1 For each of the employees that Contractor wishes to assign to perform services for Verizon, Contractor shall certify to Verizon that it has conducted (or caused to be conducted) a background check as described herein (collectively referred to as "background checking"). For purposes of this Section, "employee" shall include Contractor's employees and any of Contractor's contract personnel; and "assign" shall include training for services to be provided to Verizon, unless otherwise agreed to by Verizon.

5.3.1.1 Where permitted by law, the criminal history check shall consist of a Federal and state check for felony and misdemeanor criminal convictions (or the equivalent thereof under relevant law) in all locations where the assigned employee has resided, has been employed, or has attended school in the immediately preceding seven (7) years, and a check of U.S. Government Specially Designated National (OFAC) and export denial lists. This criminal history check shall include, to the extent available and permitted by law, a check for outstanding warrants and a check for pending felony charges in all such locations. Statewide county searches shall be performed in all states where such search mechanism is available without requiring specialized data (such as fingerprints or DNA), and the National Criminal File database shall also be searched.

5.3.1.2 The employee will be checked against the National/State Sex Offender Registry (<http://www.familywatchdog.us/> with no state selected) or the equivalent, to yield a national and all-states search.

5.3.1.3 Drug testing shall consist of an eleven-panel urine analysis drug screen used to test for the presence of marijuana, cocaine, amphetamines, PCP, opiates/metabolites, barbiturates, benzodiazepines, propoxyphene, methadone, methaqualone and MDMA/ecstasy. All specimens shall be tested at Department of Health and Human Services (DHHS)/Substance Abuse Mental Health Services Administration (SAMHSA)-certified labs, and the screening service shall include confirmation of all positive test results.

5.3.1.4 The highest college diploma, degree or certificate earned shall be verified.

5.3.1.5 Employment history shall be verified for the two (2) most recent employers for the previous five (5) years of employment and military service, or less if the employee was a full-time student during that period.

5.3.1.6 The name to which employee's Social Security Number is attributed shall be verified.

5.3.1.7 The employee's citizenship, most recent country of permanent residence, and legal right to work in the jurisdiction in which the employee will be performing services for Verizon shall be verified.

5.3.2 For any period of time encompassed in the foregoing background check requirement when the employee was resident outside of the United States, such background checking shall be conducted by a reputable investigative agency that conducts background checking in the relevant country(ies) for transnational technology firms comparable to Verizon, utilizing database checking, field checking and interviews as needed. The criminal convictions check shall include the equivalent, under relevant non-US law, of those convictions described in Section 5.3.1.1.

5.3.3 Contractor shall comply with all applicable laws in conducting the background check specified in this Section 5.3 including but not limited to securing from each employee who provides Services to Verizon such employee's written consent to perform the background checking specified in this Section 5.3 and to disclose the results thereof to Verizon upon Verizon's request. Without limitation of the foregoing, Contractor will make all written disclosures to and obtain written consent from each employee to obtain consumer reports as defined in and required by the Fair Credit Reporting Act. Contractor shall provide such results and written consent to Verizon upon request from Verizon. Contractor may be required to recertify on an annual basis that such background checks were performed. Contractor shall indemnify and hold Verizon harmless from any loss or damage arising from Contractor's violation of this Section.

5.3.4 Without prior review with and consent of Verizon, Contractor shall not assign any employee to provide services to Verizon if such employee:

5.3.4.1 has been convicted of a felony or misdemeanor (or the equivalent thereof under relevant law) within the last seven (7) years which, following a review under applicable law and applying the guidelines set forth in Exhibit G, Contractor concludes the circumstances of which are directly job-related to the assignment at Verizon and therefore makes the employee unsuitable for that assignment at Verizon, or for whom a warrant is outstanding, or for whom a felony or misdemeanor charge is currently pending, or is on a U.S. Government Specially Designated National or export denial list. The foregoing shall not apply to a minor traffic violation (a moving traffic violation other than reckless driving, hit and run, driving to endanger, vehicular homicide, driving while intoxicated or other criminal offense involving gross negligence, recklessness, intentional or willful misconduct while operating a motor vehicle), to a conviction that has been legally expunged, or to a conviction for a misdemeanor that occurred while the employee was under the age of twenty-one (21) years; or

5.3.4.2 is on the national or any state Sex Offender Registry which, following a review under applicable law and applying the guidelines set forth in Exhibit G, Contractor concludes the circumstances of which are directly job-related to the assignment at Verizon and therefore makes the employee unsuitable for that assignment at Verizon; or

5.3.4.3 has a confirmed positive test result from the drug screening in Subsection 5.3.1.3; or

5.3.4.4 does not have the legal right to work in the jurisdiction in which the employee will be performing services for Verizon.

5.3.5 Contractor shall certify to Verizon that Contractor has caused the foregoing background checking to be performed for each employee assigned to provide service for Verizon within thirty (30) days of the Effective Date; further, Contractor shall annually certify no later than the anniversary of the Effective Date that it has met the foregoing background checking requirements for all employees then assigned to provide Service for Verizon. Such certifications shall be sent via electronic mail to Verizon's in accordance with the Notice provision in the Agreement.

5.3.6 Without prior review and consent of Verizon, if an employee has been previously assigned to provide Services for Verizon and ceases to provide such Services for more than forty-five (45) days the felony and misdemeanor conviction check, database checks and right-to-work check specified in Subsection 5.3.1 shall be repeated for said employee prior to resumption of providing Service for Verizon.

5.3.7 Contractor shall, in its contracts with all permitted Subcontractors and agents in the provision of services to Verizon, flow down the foregoing requirements. Such flow down shall include the requirement that such Subcontractors and agents secure consent, from each employee providing services to

Verizon and, to perform the background checking. Further, Verizon shall be permitted to audit any Subcontractor or agent to verify compliance with the foregoing contractual requirements and to disclose the results thereof to Verizon at Verizon's request.

5.3.8 Contractor shall, in its contracts with all permitted Subcontractors and agents in the provision of services to Verizon, flow down the foregoing requirements. Such flow down shall include the requirement that such Subcontractors and agents secure consent, from each employee providing services to Verizon, to perform the background checking and to disclose the results thereof to Verizon at Verizon's request.

SECTION 6 GUARANTY AND WARRANTY

6.1 The Contractor warrants that all materials and equipment furnished under this Agreement will be new, unless otherwise specified, that all work will be of good quality, free from improper workmanship and defective materials, and that the completed work shall be adequate for the purposes intended and will conform to the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. This warranty does not include defects caused by Verizon-directed modifications not executed by the Contractor, abuse, improper maintenance or normal wear and tear under normal usage.

6.2 The Contractor shall correct all work performed by it under this Agreement which proves to be defective in material or workmanship within a period of one year from the date of Substantial Completion of the Project or a designated portion thereof or such longer period of time as may be specified elsewhere in the Contract Documents. If any part of the work is found during the guarantee period not to comply with the Contract Documents, the guarantee period on the noncomplying work shall commence on the date such part of the work is corrected. Any warranty or guarantee obtained by the Contractor from a Subcontractor, Supplier, manufacturer, or other firm shall be deemed to have been obtained for the benefit of Verizon.

SECTION 7 CONTRACT TIME AND SCHEDULE

7.1 The Contractor shall complete each Project within the Contract Time. Time is of the essence for completing each Project.

7.2 The Contractor shall promptly after being awarded a Project prepare and submit to Design Professional for approval a construction schedule for completion of the Work within the Contract Time and consistent with other milestones, if any, set forth in the Authorization to Proceed. The schedule shall be revised at intervals appropriate to the progress of the Work or as directed by the Design Professional and Program Manager.

7.3 The Contractor shall prepare and keep current a schedule of submittals which is coordinated with the construction schedule and which allows the Design Professional reasonable time to review submittals.

SECTION 8 RIGHTS AND RESPONSIBILITIES