

Contractor and Contractor, and any items defined as "Contract Documents" or "Subcontract Documents" in such Agreements. If Contractor is a subcontractor to a Prime Contractor as identified in the introductory section of this Subcontract, the term "Owner" as hereinafter used in this Subcontract shall be construed, depending on the context of such reference, to mean "Owner and Prime Contractor" or "Owner or Prime Contractor".

1.2 The Contract Documents include, without limitation, general, supplementary and other Conditions of the Contract, Drawings, Plans, Specifications, the Project Manual, accepted alternates, all Addenda issued prior to execution of this Subcontract, subcontract cover letter, schedules, and all Modifications issued subsequent hereto. Subcontractor agrees to be bound to Contractor by all of the terms of the Contract Documents and, with respect to the Work, to assume toward Contractor all of the obligations and the responsibilities that Contractor by those instruments assumes toward the Owner or other third parties. Subcontractor further agrees that Contractor shall, in addition to other rights and remedies provided by the Subcontract, have the same rights and remedies against Subcontractor that the Owner or any other third party has against Contractor under the Contract Documents. In the event that the Subcontractor has performed any of the Work prior to the date of this Subcontract, pursuant to authorizations to proceed, letters of intent or otherwise, this Subcontract and the Contract Documents shall govern such prior Work, to the same extent as though such Work was performed after the date hereof.

1.3 All drawings, specifications and other items defined herein as Contract Documents that have been prepared for the Project and furnished to Contractor by or on behalf of the Owner or other third party are without any representation or warranty by Contractor as to the acceptability, accuracy or suitability thereof for the Work. Contractor shall only be liable to Subcontractor to the extent Owner is first adjudged liable to Contractor as provided for in the Contract Documents for any, deficiencies, errors and omissions therein.

1.4 The Subcontractor shall perform no portion of the Work at any time without Contract Documents and, where required, approved Shop Drawings, Product Data, Samples or other approved submittals. The Contractor, Owner and Architect may render interpretations and decisions concerning the proper execution or progress of the Work, and any such interpretation, if given in good faith and made in reference to one or more terms or provisions of the Contract Documents, shall resolve and take precedence over any ambiguity or other inconsistency within, between or among the Contract Documents.

1.5 The Subcontractor shall keep at the Project site, for the Contractor's ready reference, one up-to-date copy of the Contract Documents, in good order and marked currently to record all changes made during construction. At completion of the Work, Subcontractor shall deliver to the Contractor as-built drawings showing the final completion of the Work and all changes made during construction of the Work.

1.6 The minimum quality and fitness of products and workmanship shall be based on the requirements that all Work shall conform with the quality levels established by the Contract Documents and any decisions as to the acceptability of products or workmanship shall rest with the Contractor and such other parties as provided by the Contract Documents. What is or has been usual or customary in a given trade or on other projects shall not limit, qualify or reduce the standards of quality, fitness and/or performance of products and workmanship established by or inferable from the Contract Documents.

1.7 The Contract Documents shall be deemed to include and require all items and aspects of labor, material, equipment, services and transportation incidental to or necessary for the proper execution and completion of the Work as it relates to the Project. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not specifically covered in the Contract Documents or which is subject to question and interpretation because of conflicts, duplications or ambiguities may, at Contractor's option, be required of Subcontractor if it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the results intended by this Subcontract.

1.8 This Subcontract and the other Contract Documents shall be read to complement each other. In the event of an irreconcilable conflict within or between the terms thereof, the term(s) which give greater rights to the Contractor or describe the Work hereunder in more qualitative or quantitative respects shall govern, at the option of Contractor, without regard to the party or person who drafted the instrument containing such term.

1.9 The captions, titles and Paragraph headings used in this Subcontract are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Subcontract or any Paragraph, article or provision therein.

1.10 This Subcontract and the Contract Documents contain the entire integrated agreement between the parties and supercede all prior negotiations, representations or agreements, either written or oral, as between the parties with respect to the subject matter of this Subcontract. No agreement hereafter made shall be effective to change, modify or discharge this Subcontract, in whole or in part, unless such agreement is in writing and signed by both Contractor and Subcontractor, except that Contractor shall have the right to order changes in the Work by written order as set forth in Article 6.

1.11 This Subcontract may be subject to the approval of Subcontractor by the Owner. The Subcontractor is not entitled to any termination expenses under Article 11 hereof if the Owner disapproves the Subcontractor.

ARTICLE 2
THE WORK

2.1 The Work to be performed by Subcontractor is described generally in the introductory section of this Subcontract above, entitled "SUBCONTRACT WORK", and shall be subject to such additional detailed descriptions as may be set forth in Exhibits hereto or elsewhere in the Contract Documents. The Subcontractor represents that it has the experience, qualifications and expertise to undertake and properly complete the Work required of it by this Subcontract, consistent with the workmanship and quality standards applicable to this Project. The Subcontractor also represents that in providing its Work pursuant to this Subcontract it shall proceed to the best of its ability.

2.2 Subcontractor has inspected the site and fully acquainted itself with the characteristics and other conditions which will apply to its Work. The Subcontractor has also thoroughly and carefully examined the Contract Documents, acknowledges the Contract Documents to be suitable for said Work and sufficient for their intended purposes, and agrees to perform the Work and complete same in full and strict accordance therewith and to the entire satisfaction of Contractor, Owner and Architect.

2.3 Subcontractor shall coordinate and schedule its Work to insure it is accomplished as an integrated whole with the work of Contractor and all other subcontractors and contractors. Any labor, materials, equipment, machinery or services necessary to accomplish such integration shall be undertaken by Subcontractor as part of the Work and at no additional cost to Contractor notwithstanding the omission thereof from any drawing or other Contract Document.

2.4 All of Subcontractor's workmanship, materials, submissions, and samples shall be subject to the approval of Owner, Contractor and Architect but such approval, if and when given, shall neither relieve Subcontractor of its obligations hereunder nor mitigate its liability to Contractor for failure to perform in accordance with the Contract Documents.

ARTICLE 3
COMMENCEMENT AND COMPLETION

3.1 Subcontractor shall commence the Work when and as directed by Contractor and diligently and continuously prosecute and coordinate such Work with such workers, materials and equipment to insure that Contractor, other subcontractors and third parties will not be delayed, interrupted, hindered or disrupted by Subcontractor's activities or operations, and to insure completion of the Project within the time specified by any construction schedule dates and/or milestones now or hereafter established in accordance with this Subcontract or other Contract Documents.

3.2 Time is of the essence of this Subcontract and any breach of same shall go to the essence thereof. Subcontractor, in agreeing to complete the Work within the times and sequences herein mentioned, has taken into consideration and made allowances for all hindrances, delays and adverse working conditions which are or may be incident to his Work. If, in the opinion of the Contractor, the Subcontractor is behind schedule in its Work or is failing, without cause, to maintain progress of its Work to conform to the general progress of all work for the Project, Subcontractor shall, at its own expense, perform overtime and/or shift work, use extra labor, and undertake all other means necessary to bring its Work back on schedule.

3.3 To foster the expeditious and efficient construction of the Project, a Project schedule may be developed by Contractor or other third parties to schedule and coordinate the times required for one of more areas, phases or types of work on the Project. Subcontractor shall participate and cooperate in scheduling the times and sequences required in Subcontractor's area of Work and shall perform such Work in accordance with any such schedule and all revisions thereto. Subcontractor shall continuously monitor the construction schedule and advise Contractor of the status of Subcontractor's progress in respect to such schedule at any time Contractor requests Subcontractor to do so. In addition, Contractor, Owner and Architect shall have free and open access to the site of the Project or any other location where any part of the Work may be fabricated or assembled and may observe, test and inspect any element of the Work during the course of construction, fabrication or assembly. Subcontractor shall fully cooperate in connection with all such observations, tests and inspections. Further, Subcontractor shall afford Contractor's separate subcontractors reasonable opportunity for introduction and storage of their materials and equipment and for execution of their work.

3.4 Subcontractor shall immediately notify Contractor of any circumstance which may affect the times and sequences in the schedule, and shall submit all notices, claims and requests for extensions of time in writing to Contractor sufficiently in advance to allow Contractor to forward such requests as required by and in compliance with the procedures and time limitations as set forth in the Contract Documents; but in no event shall such notice be submitted later than ten days after the commencement of the delay or other event giving rise to the notice; otherwise Subcontractor shall not be granted an extension of time or other relief and any right to such extension or other relief, otherwise given to Subcontractor by the Contract Documents, shall be deemed waived.

3.5 Subcontractor shall prepare and submit periodic work reports and other documentation as Contractor may require for the Project. A representative of Subcontractor shall attend all meetings scheduled by Contractor or other third parties for the purpose of

scheduling and coordinating activities on this Project, and any such representative attending any such meeting shall be conclusively deemed to have the authority to bind Subcontractor during the course thereof. When Subcontractor is working on site a foreman of the Subcontractor will be required to attend a daily foreman's meeting conducted by the project Superintendent.

3.6 If, in Contractor's opinion, Subcontractor refuses or neglects to supply adequate and competent supervision, or a sufficient number of properly skilled workmen or of materials or equipment of the proper quality or quantity, or fails in any respect to prosecute the Work with promptness and diligence or fails to perform or fulfill any other obligations provided by the Contract Documents, Contractor may upon giving 48 hours written notice to Subcontractor, without prejudice to any other remedy Contractor may have, provide any such labor or materials and take such other steps as Contractor may, in its discretion, deem advisable, necessary or expedient to correct or otherwise address such refusal, neglect or failure. In such case, Contractor shall have the right to deduct the cost thereof from any money due or thereafter to become due from Contractor to Subcontractor, which costs shall include a reasonable allowance for Contractor's overhead and profit. If such costs exceed the amounts then or thereafter due from Contractor to Subcontractor, the Subcontractor shall pay the difference to the Contractor. Contractor's right to perform such Work, as set forth herein, shall not give rise to a duty on the part of Contractor to exercise such right for the benefit of Subcontractor or other persons or entities. In the event of any such refusal, neglect or failure by Subcontractor, Contractor shall also be at liberty to terminate the employment of Subcontractor for default as provided by Article 11 of this Subcontract.

3.7 If Subcontractor is responsible for any delay in the prosecution or completion of any Work or causes a disruption of any time, sequence or scheduled work activity of Contractor, Owner or other contractors, Subcontractor shall pay Contractor for all costs and damages suffered by Contractor as a result of such delay or disruption including, without limitation, any actual or liquidated damages assessed against Contractor by the Owner. In the event that any such delay or disruption is caused by the acts, omissions or neglect of the Subcontractor and the concurrent acts, omissions or neglect of Contractor, other subcontractors, or other third parties, Subcontractor agrees to pay Contractor a proportionate share of damages suffered, incurred by or assessed against Contractor, including assessed actual or liquidated damages, as allocated by Contractor, in good faith, between and among Subcontractor and other responsible parties.

3.8 In the event Subcontractor's performance of the Work is delayed, suspended, hindered or disrupted for any period of time by individual or cumulative acts or omissions of or interferences by Owner, Contractor, Architect, other subcontractors or other third parties or due to fire or other casualty, or on account of riots or of strikes, or other combined action of workmen or others, or on account of any acts of God, or any other cause whether or not within the Owner's or Contractor's control, Subcontractor may request an extension of time for performance of the Work; provided, that the extension of time granted to Subcontractor shall not under any circumstances exceed the extension of time granted by Owner to Contractor therefore. The right to such time extension shall be Subcontractor's sole and exclusive remedy and, accordingly, Subcontractor shall assume the monetary risk which may be occasioned by such delay and shall not be entitled to claim or recover any increase in the Subcontract Amount or damages or additional compensation of any type whatsoever as a consequence of any such delays, suspensions, hindrances or disturbances, whether or not contemplated by the parties and regardless of the severity or duration thereof.

3.9 Contractor may schedule and direct Subcontractor to perform additional overtime work not due to Subcontractor's acts, omissions or delays, in which case Contractor shall pay only the cost of the premium portion of such overtime work, without overhead or profit, and Subcontractor agrees to accept such portion in complete settlement of any and all claims for damages, loss, cost or expense caused by or in any way related to overtime conditions or directives. Subcontractor shall bear at its own expense any additional rental or other charge for overtime use of machinery or equipment owned by or leased to Subcontractor or its Sub-subcontractors. Subcontractor's books shall be kept in a manner facilitating Contractor's audit of such adjustments.

3.10 Subcontractor shall, as directed by Contractor and without adjustment in the Subcontract Amount or Time, cease Work at any point and transfer Subcontractor's men, machinery and equipment to such points and execute such portions of the Work in preference to other portions as Contractor may prescribe.

3.11 Contractor is not obligated to notify Subcontractor when to begin, cease or resume work, or to superintend the Work so as to relieve Subcontractor of responsibility for any consequence of neglect or carelessness by it or its subordinates. All materials and labor shall be furnished at such time as shall be for the best interests of the Contractor and all subcontractors concerned to the end that the combined work of all may be properly and fully completed in accordance with scheduling and coordination requirements for the Project.

ARTICLE 4 PAYMENT

4.1 As full consideration for complete and timely performance of the Work and for all obligations and conditions undertaken and risks assumed by Subcontractor in connection therewith, Subcontractor shall be paid the Subcontract Amount stated in the introductory section of this Subcontract. The Subcontract Amount shall be the total sum paid to Subcontractor, except as may be amended by Change Order as provided herein.

4.2 The Subcontract Amount includes all allowances stated in the Contract Documents for the Subcontractor's Work, if any. Items covered by these allowances shall be supplied for such amounts and by such persons as the Contractor may direct. Unless otherwise provided in the Contract Documents, allowances shall cover the cost to the Subcontractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes. Allowances do not cover the Subcontractor's costs for unloading and handling on the site, labor, installation, overhead, profit and other expenses associated with items covered by the allowances; rather, such costs are included in the Subcontract Amount and no additional compensation shall be paid to Subcontractor therefore. Whenever the actual cost of the materials and equipment delivered at the Site is more than or less than the allowance, the Subcontract Amount shall be adjusted accordingly by Change Order.

4.3 Subcontractor shall, within fifteen (15) days after execution of this Subcontract and before the first application for a Progress Payment, submit to Contractor a Schedule of Values of the various parts of the Work totaling the Subcontract Amount, made out in such detail and subdivided into such categories as Contractor may prescribe. The Schedule of Values, as approved by Contractor, shall be used as a basis for applications for payments, unless later found by Contractor to be in error. Within such fifteen (15) day period Subcontractor shall also furnish Contractor with Subcontractor's tax identification number, document numbers for applicable business licenses or sales tax permits and, if requested by Contractor, a verified list of sub-subcontractors and material suppliers intended to be used by Subcontractor for any part of the Work.

4.4 Subject to the conditions for payment provided by this Subcontract and other Contract Documents and provided Subcontractor is not in breach of this Subcontract, Progress Payments will be made to Subcontractor on a monthly basis for Work performed through the preceding month. The Contractor shall make payment to the Subcontractor within ten (10) days of receiving payment from the Owner for the Subcontractor's Work or portions thereof. The amount of any interim or final payment to Subcontractor shall not exceed the value of labor and materials incorporated by Subcontractor in the Work as of the date of the application for payment, less retainage thereon to be withheld therefrom as provided in the introductory section hereof, and less the aggregate of previous pay applications. Furthermore, the amount of a payment shall not exceed the percentage of completion allowed to Contractor by Owner for the Work of Subcontractor, less the retainage specified herein.

4.5 Payments shall not become due to Subcontractor unless and until Contractor receives payment for such Work from Owner and the amount due shall not exceed the amount actually received by Contractor as applicable to Subcontractor's Work. Subcontractor expressly acknowledges and agrees that all payments to be made under this Subcontract are contingent upon the Contractor receiving payment for the Work from the Owner. Subcontractor agrees to assume the risk that it will not be paid for Work in the event that the Contractor is not paid by the Owner for such Work and Subcontractor acknowledges that payment by the Owner to the Contractor shall be a condition precedent to any payment obligation of the Contractor to Subcontractor.

4.6 Subcontractor shall submit all applications for payment in sufficient numbers and, with sufficient breakdown data to permit checking and approval, and upon forms and with accompanying documentation acceptable to Contractor. Each application shall be submitted sufficiently in advance to permit Contractor to include each such application, if approved, in Contractor's applications for payment to the Owner or by such other deadlines as Contractor may prescribe.

4.7 On Time and Material projects or work requests Subcontractor must have the project superintendent sign time and material tickets daily to verify hours and scope worked. Any Subcontractor Change Orders must be fully priced and returned to Contractor within 15 days of performance of work to be considered for payment to subcontractor.

4.8 Where the Contract Documents permit payment to include the value of materials, machinery or equipment not incorporated into the Work, but delivered and suitably stored on or off the site of the Project, Contractor shall have discretion either to approve or disapprove payments for such materials, and Subcontractor shall, in addition to the other requisites of the Contract Documents, make any provisions necessary, including insurance covering loss or damage to the material, to ensure and protect Contractor's or Owner's title and right of possession and access to any such materials for which payment is approved by Contractor.

4.9 Each application for payment shall be made on a form approved by the Contractor which contains substantially similar certifications by the Subcontractor. Each application for payment shall include a conditional lien waiver signed by the Subcontractor corresponding to the current application, and if requested by Contractor unconditional lien waivers from sub-subcontractors, material suppliers or other entities for whom the Subcontractor is responsible, confirming their receipt of payment for Work, materials, equipment or labor covered by the prior application and as paid by the Contractor, and such additional supporting documentation as requested by the Architect, the Owner or the Owner's lender. Subcontractor shall pay for all materials, machinery, equipment and labor used in, or in connection with, the performance of this Subcontract through the period covered by previous payments received from Contractor, and no interim or final payments shall become due until Subcontractor has furnished affidavits, waivers, releases, certificates, or other evidence, in substance and form satisfactory to Contractor, to establish Subcontractor's payment to or discharge of claims and liens in respect of such materials, machinery, equipment and labor. Contractor may require that Subcontractor's payment obligations shall extend through and include the period covered by the current application for Progress Payment upon the existence of any cause or grounds for withholding of payments, as provided in Paragraph 4.9 or elsewhere in the Contract Documents. In the event that any sub-subcontractor, material supplier or other entity for whom the Subcontractor is responsible, asserts as mechanic's lien, personal liability notice or other

payment claim against the Owner and/or the Project, the Subcontractor shall promptly resolve such lien or claim including, if necessary, bonding such lien off the Project in accordance with applicable law, and shall defend, indemnify and hold harmless the Contractor, Owner and the Project from all loss, damages or costs, including reasonable attorneys' fees, incurred in connection therewith, except to the extent the mechanic's lien, personal liability notice or other payment claim arises as a result of the Owner's failure to timely make payments to the Contractor under the terms and conditions of the agreement between the Owner and Contractor or the Contractor's failure to timely make payments to the Subcontractor under the terms and conditions of this Subcontract.

4.10 Payments otherwise due to Subcontractor may be withheld by Contractor upon the existence or reasonable belief of Contractor concerning the existence or probability of (i) uncorrected defective or non-conforming Work, (ii) claims or liens filed, (iii) Subcontractor's failure or neglect to make payments properly due to its sub-subcontractors, material suppliers or other entities for whom the Subcontractor is responsible for materials, machinery, fuel or labor, or applicable taxes, fees and fringe benefits (iv) reasonable doubt that the Subcontract can be completed for the balance then unpaid, (v) any other breach of this Subcontract or (vi) any other conditions specified as grounds for such withholding by the Contract Documents. If the said causes are not removed, Contractor may, upon written notice, rectify the same at Subcontractor's expense and may make direct disbursement to unpaid claimants from payments withheld; the right of Contractor to make such direct payment shall not be construed to create a duty to do so. Contractor may offset against any sums due Subcontractor the amount of any liquidated or unliquidated obligations of Subcontractor to Contractor, whether or not arising out of this Subcontract.

4.11 No payment to Subcontractor shall operate as an approval of Subcontractor's work or material, or any part thereof, or as a release of Subcontractor from any of its obligations under this Subcontract.

4.12 All payments made to Subcontractor prior to the date of this Subcontract for Work performed pursuant to a letter of intent or other written interim authorization given by Contractor, if any, shall be applied against the Subcontract Amount.

4.13 Final payment of the unpaid balance of the Subcontract Amount shall not become due until and unless : (i) all Work for the Project is fully completed and performed in accordance with the Contract Documents and is satisfactory to and approved by Owner, Contractor and Architect; (ii) delivery by Subcontractor of all manuals, "as-built" drawings, guarantees, and warranties for material, machinery and equipment furnished by Subcontractor, and delivery of all testing, balancing and/or inspection results or reports applicable to the Subcontractor's Work; (iii) Subcontractor has fulfilled all other requirements which are prescribed by this Subcontract or the Contract Documents to serve as conditions to final payment; (iv) Contractor has received full and final payment from Owner for such Work, which receipt of payment is a condition precedent to Contractor's duty to pay Subcontractor; and (v) consent of surety has been delivered to the Contractor to the extent the Subcontractor has posted bonds for its Work on the Project. The final application shall also be accompanied by: (a) the Subcontractor's conditional final waiver of lien; (b) unconditional final waivers of lien from all sub-subcontractors, material suppliers and other entities for whom the Subcontractor is responsible and who have already been fully paid for their portion of the Work relating to the Project; (c) conditional final waivers of lien from all sub-subcontractors, material suppliers or others for whom the Subcontractor is responsible who have not yet been fully paid, but are to be fully paid out of the final payment; and (d) if requested by Contractor, AIA form G706 (Affidavit of Payments of Debts) and/or G706A (Affidavit of Release of Liens). To be considered for payment Subcontractor agrees that all invoices for payment will be submitted to Contractor within sixty (60) days of project completion. The Subcontractor also agrees, if requested by the Contractor, that portions of the final payment still owed to sub-subcontractors, material suppliers or other entities for whom the Subcontractor is responsible, may be distributed by joint checks or the Subcontractor shall provide other assurance, in a form satisfactory to the Contractor, that upon release of final payment all sub-subcontractors, material suppliers and other entities for whom the Subcontractor is responsible, and who have not yet been fully paid, will be promptly and fully paid. Upon final payment by the Contractor, Subcontractor shall obtain and deliver to the Contractor unconditional final lien waivers from the remaining sub-subcontractors, material suppliers and other entities for whom the Subcontractor is responsible, as those funds are promptly disbursed. In the event a mechanic's lien is thereafter filed or other payment claim is thereafter asserted by a sub-subcontractor, material supplier or other entity for whom the Subcontractor is responsible, the Subcontractor shall defend, indemnify and hold harmless the Contractor, Owner and the Project from all claims, costs and expenses, including reasonable attorneys' fees, incurred as a result of such lien being filed or claim asserted and shall promptly resolve, obtain the release of or bond the mechanic's lien or other claim off the Project in accordance with applicable law.

4.14 Acceptance by Subcontractor of any sum tendered by Contractor as final payment shall constitute a waiver of all claims by the Subcontractor in respect of this Subcontract or the Work, except those claims authorized by this Subcontract, previously made in writing and in a timely manner, and specifically identified by the Subcontractor, in writing, as unresolved in the application for final payment.

ARTICLE 5 BONDS AND INSURANCE

5.1 If the introductory section of this Subcontract requires Bonds to be provided as a condition to this Subcontract, Subcontractor shall provide to Contractor, as named obligee, a Payment Bond and a Performance Bond in respective penal sums equal to the Subcontract Amount, on forms and with surety acceptable to Contractor. The premium costs incurred for such bonds shall be included in such Subcontract Amount.

5.2 If such Bonds are required, Subcontractor shall have no right to receive any payments under this Subcontract until and unless Payment and Performance Bonds as called for in Paragraphs 5.1 are properly executed and furnished to Contractor, regardless of the status of the Work or performance by Subcontractor.

5.3 Subcontractor shall maintain at its own cost, such insurance as will protect it from claims under the worker's compensation laws of the state in which the Work is being performed and also commercial general liability coverage, bodily injury and property damage insurance and automobile insurance, in such amounts and with such coverages to fulfill Subcontractor's obligations as described in this Subcontract. Liability insurance shall be carried on an occurrence basis. Amounts of insurance coverages provided shall be as required by the Contract Documents or as otherwise agreed between the parties separately, in writing. Such insurance shall provide coverage regardless of the negligent acts of any of the Owner, Contractor, Architect, Subcontractor and sub-subcontractors and any of their respective officers, directors, consultants, agents and employees. Subcontractor's general liability, automobile and umbrella/excess policies shall be endorsed to include the Owner, Contractor, Architect, and their respective officers, directors, consultants, agents and employees as additional insureds, with the coverage granted by the additional insured provisions of these policies to be primary and without contribution. General Liability additional insured endorsement CG2010 11/85 edition or its equivalent is required. Prior to commencing the Work, and in no event later than fifteen (15) days after the execution of this Subcontract, Subcontractor shall cause a Certificate of Insurance to be executed by one or more companies acceptable to Contractor and shall file a copy thereof with Contractor. The Certificates of Insurance shall confirm that the required insurance coverages and limits are in effect and shall provide that such coverages and limits shall not be cancelled or allowed to lapse without thirty (30) days prior written notice to the Contractor except in the case of non-payment of premium in which case ten (10) days written notice will be given.. All required insurance coverage shall remain in effect through the warranty period of the subcontract. Contractor may withhold payment to Subcontractor pending receipt of such Certificates in approved form. Should Contractor request a copy of the actual policy from Subcontractor, the actual policy or a certified copy thereof will be supplied to Contractor.

5.4 Should Subcontractor fail or neglect to provide the required insurance, Contractor shall have the right, but not the duty, to provide such insurance and deduct from any money due to Subcontractor the costs of any and all premiums paid by Contractor for and on account of said insurance.

5.5 The insurance carriers shall have no right of subrogation against the Owner, Contractor, Architect, Subcontractor and sub-subcontractors and their respective officers, directors, consultants, agents and employees except that waiver of subrogation shall not apply as to professional liability claims arising under Exhibit E, if applicable.

5.6 The obligation of the Subcontractor under the contract documents with respect to insurance shall not be waived by the Contractor's failure to request evidence of insurance or to enforce any of the other provisions of the contract documents respecting insurance, or by the Contractor's failure to respond to or object to any submission by the Subcontractor respecting insurance. The Subcontractor shall be liable to the Contractor for all damages incurred by the Contractor as a result of the Subcontractor's failure to carry the required insurance.

5.8 Subcontractor shall carry the insurance limits as specified in the Contract Documents for the Project or as set forth below, whichever are greater:

Workers Compensation

- Statutory limits for workers compensation
- Employers liability limits of \$500,000 bodily injury by accident each accident, \$500,000 bodily injury by disease policy limits, and \$500,000 bodily injury by disease each employee.

General Liability

· General Aggregate	\$2,000,000
· Products/Completed Operations Aggregate	\$2,000,000
· Personal Injury and Advertising Injury	\$1,000,000
· Each Occurrence Limit	\$1,000,000
· Property Damage Legal Liability	\$100,000
· Medical Payments, any one person	\$5,000

Coverage provided by this Policy or Policies shall include: Contractual Coverage for liability assumed by Subcontractor in this Agreement and Broad Form Property Damage.

The policy will be endorsed to include general aggregate by jobsite endorsement.

Automobile

- Coverage for owned, non-owned and hired vehicles with minimum liability limits of \$1,000,000 per accident on account of bodily injury to or death and for all damages arising out of any injury to or destruction of property, whether real, personal or mixed; and, at lease, statutory limits for uninsured and underinsured coverage.

Umbrella/Excess

- Umbrella policy written in excess of the primary general liability, employer's liability and automobile coverage, with a general aggregate limit of \$3,000,000 and a limit for each occurrence of \$3,000,000.

ARTICLE 6
CHANGES

6.1 The Work to be performed under this Subcontract may be modified in any respect by changes, additions or deletions directed by Contractor, and the Subcontract Amount and time for completion may be adjusted accordingly, by written Change Order, in accordance with this Subcontract.

6.2 The Contractor will provide Subcontractor with notice and a written description of the desired change in the form of drawings or otherwise. The Subcontractor shall submit a firm Change Order Request proposal for any changes in the Subcontract Amount and Subcontract time resulting from the proposed change to the Contractor within such time period as the Contractor may prescribe. The Subcontractor's price proposal for the change shall not be modified or withdrawn thereafter except as otherwise agreed by Contractor. Subcontractor shall, provided a written order signed by Contractor is received, promptly proceed with the Work involved in any change. In the event Contractor directs the Subcontractor to perform the change in the Work by a written order other than a signed Change Order and without agreeing to Subcontractor's firm proposal, the Subcontractor shall nevertheless proceed to perform the change as directed.

6.3 The Contractor will have authority to order minor changes in the Work not involving an adjustment in the Subcontract Amount or an extension of time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Subcontractor. The Subcontractor shall carry out such written order promptly and in the manner directed by the written order.

6.4 No alterations, increases or decreases shall be made in the Work as shown or described by the Contract Documents except as specifically authorized or directed by a written order signed by a duly authorized representative of Contractor. Subcontractor shall have no claim for additional, extra or changed Work, unless such Work is undertaken in pursuance of such written signed order. Any Work performed without such written order will be at Subcontractor's sole risk and expense.

6.5 Except as otherwise provided by Paragraph 6.2 in respect of changes in the Work proposed by Contractor, Owner or other third parties, in all circumstances whereby Subcontractor desires to preserve the right to claim or recover an increase in the Subcontract Amount, recovery of costs or damages or extension of time, Subcontractor shall, as a condition precedent, give Contractor written notice thereof (i) within ten (10) days after the first occurrence of the event giving rise to such claim, or (ii) at least ten (10) days before the date when Contractor is required by the terms of the Contract Documents to provide the same or similar notice to Owner or other third party, whichever occurs first. The notice shall particularly set forth the event(s) or fact(s) supporting and giving rise to such claim, the cost thereof and the time extension requested, if any. In no event shall Subcontractor prevail upon any monetary claim or request for extension of time in connection with any individual or cumulative changes, matters, circumstances or conditions addressed by any Change Order executed between the parties. It is further expressly agreed that under no circumstances shall any failure or delay in giving such notice be excused, and no reservation of rights to make or submit a claim at a later date shall be effective to preserve the claim if not timely and properly made in accordance with this Paragraph. The provisions of this Paragraph shall not be deemed to grant to Subcontractor rights and/or remedies otherwise excluded by this Subcontract, including without limitation the right to recover damages for delays and hindrances.

6.6 In determining the sums payable to Subcontractor for changes in Work, costs for labor, machinery, fuel and materials shall be at prevailing rates in the Project area. Unless otherwise provided in the Contract Documents, labor costs shall mean wages paid for labor under applicable collective bargaining agreements, or under a salary and wage scale agreed upon by Contractor and Subcontractor, and shall include such welfare and other benefits, if any, as may be payable with respect thereto in accordance with any applicable salary and wage scale. In no case shall compensation for changes in Work or other claims include an allowance for profit and overhead in excess of ten percent (10%).

6.7 Subcontractor shall, in respect of changes ordered by Contractor, including but not limited disputed Work directives, submit labor and time card records and other detailed cost reports to the Contractor's Project Manager or other designated official for review on

a daily basis. Such records shall accurately describe all Work directly performed solely as a result of the change in compliance with the order or directive. Signature of Contractor's representatives upon such records shall be solely for the purpose of confirming review thereof and shall not constitute an agreement by Contractor to make payment to Subcontractor.

6.8 If Owner, Contractor or Architect dispute the validity or amount of a Change proposal or claim submitted by Subcontractor or if a dispute exists between Subcontractor and Contractor concerning whether Work entitles Subcontractor to additional compensation, but Contractor nevertheless directs Subcontractor to proceed with the disputed work, Subcontractor shall promptly commence, prosecute and complete such Work pending resolution of the dispute.

6.9 Only representative(s) specifically designated by Contractor in writing shall have the authority on behalf of Contractor under this Subcontract to make economic decisions affecting Subcontractor to direct the actions of Subcontractor, to authorize changes in the Work and to issue Change Orders or otherwise modify the terms of this Subcontract. Contractor may designate additional persons with authority on behalf of Contractor to authorize overtime. Except as so designated in writing by Contractor, no person, employee or representative of Contractor shall have the authority, either actual, express, implied or apparent, to obligate Contractor to any decision, directive, representation, or authorization, and it shall be the responsibility of the Subcontractor to request the written designations of authority from the Contractor. Subcontractor acknowledges that Contractor may rely on the authority of any on-site or off-site managerial or supervisory employee or officer of the Subcontractor to bind the Subcontractor.

ARTICLE 7 WARRANTY AND CORRECTION OF DEFECTS

7.1 Subcontractor warrants to the Owner, Contractor and Architect that all materials, machinery and equipment furnished and incorporated pursuant to this Subcontract shall be new, unless otherwise specified, and that all Work under this Subcontract shall be and be of good quality, free from faults, defects, liens, and security interests, and in strict conformance with the Contract Documents. All Work not conforming to these standards shall be considered defective. The Subcontractor agrees to indemnify and hold Owner, Contractor and Architect harmless from any losses, costs or other damages or expenses (including attorneys' fees) resulting from any breach of the foregoing warranty. Nothing herein shall in any way limit the right of Owner, Contractor or Architect to assert claims for damages resulting from patent or latent defects in the Work for the period of limitations prescribed by law. The provisions of this Paragraph shall survive the making and acceptance of final payment and/or termination of this Subcontract.

7.2 During construction the Subcontractor shall, at its sole expense, promptly and properly repair, replace or otherwise correct any Work that is (i) rejected by Owner, Contractor or Architect, or (ii) known, observed or discovered at any time by Subcontractor, Contractor, Owner or Architect to be defective or failing to conform to the Contract Documents, Furthermore, if, within one year after final completion and acceptance of the Project, or such longer period as established in respect of Contractor's obligations under the Contract Documents, the Work or any portion thereof is found to be not in accordance with the requirements of the Contract Documents, Subcontractor shall correct it promptly after receipt of written notice from Contractor to do so. The Subcontractor shall bear all expenses incurred in connection with the inspection, removal, repair, correction, handling and transportation of defective or nonconforming Work or Work whose acceptance has been rejected or revoked. In addition, at Contractor's option, Subcontractor shall: (i) bear the costs of replacement materials, equipment and labor and all damages incurred by Contractor and (ii) pay Contractor for all expenses incurred in and delay caused by remedying defective or otherwise nonconforming Work. The period within which Subcontractor shall be obligated to correct Work shall be extended with respect to portions of Work, including corrective work, first performed after final completion and acceptance of the Project. Subcontractor's obligations under this Paragraph shall survive completion and acceptance of the Work and Project and termination of this subcontract. The Subcontractor's responsibility to correct such Work within one year of final completion, or as otherwise provided by the Contract Documents, shall not be affected, diminished or restricted by the limitations, restrictions or conditions of a sub-subcontractor, manufacturer, supplier or installer's warranty, including the expiration of any Uniform Commercial Code statute of limitations. The inability or refusal of a sub-subcontractor, manufacturer, supplier or installer responsible for defective Work to correct or warrant such Work shall not relieve the Subcontractor from its obligation to correct such Work within one year of final completion, or as otherwise provided by the Contract Documents. If Subcontractor fails to correct the defective or non-conforming Work within a reasonable time after receipt of notice from Contractor, the Contractor may correct it and charge the costs thereof to the Subcontractor.

7.3 If during construction Subcontractor fails to correct any defective or nonconforming Work as required or persistently fails to carry out Work in accordance with the Contract Documents, Contractor may, in addition to any other right or remedy afforded by this Subcontract, issue a written order to Subcontractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, Contractor's right to stop the Work shall not give rise to a duty on the part of Contractor to exercise such right for the benefit of Subcontractor or other persons or entities.

7.4 Nothing contained in this Article shall be construed to establish a period of limitation with respect to obligations of Subcontractor under this Subcontract. Paragraph 7.2 relates only to the specific obligation of Subcontractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents including, without limitation, the warranty and other obligations set forth in Paragraph 7.1, may be enforced, nor to the time within which proceedings may be commenced

to establish Subcontractor's obligations, other than the correction of the Work, nor to the time within which defects or deficiencies in the Work must first be observed or experienced.

7.5 All rights and remedies afforded to Contractor by this Article as against Subcontractor may be assigned to the Owner .

ARTICLE 8 GENERAL OBLIGATIONS

8.1 The Subcontractor shall supervise and direct the Work and shall cooperate with the Contractor in scheduling and performing the Work to avoid conflict, delay in or interference to with the work of the Contractor or other subcontractors. The Subcontractor shall be responsible to the Contractor for the acts and/or omissions of its employees, sub-subcontractors, material suppliers or other persons or entities with whom it has contracted with respect to the Project. Subcontractor shall at his own expense (i) take all necessary precautions to protect the work of other trades from any damage caused by Subcontractor's operations, and (ii) watch over, care for and protect from damage or injury by any cause whatsoever, all of Subcontractor's Work, complete or otherwise, and all of its materials, supplies, tools, machinery and equipment at or near the Project. Subcontractor agrees, without loss or damage to Contractor, to make good any loss or damage to any and all such Work, materials, supplies, tools, machinery and equipment up to the final acceptance of the entire Project by the Owner.

8.2 Subcontractor shall take all reasonable safety precautions with respect to its Work, shall comply with such safety measures and accident reporting procedures as may be initiated by Contractor or authorized third parties and shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property in accordance with the requirements of the Contract Documents. The Subcontractor shall remain the controlling employer responsible for the safety programs and precautions applicable to its Work and the activities of others' work in areas controlled by the Subcontractor. Subcontractor expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety & Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Material Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

The parties intend that an independent contractor relationship and not an employer-employee relationship will be created by this agreement. Contractor is interested only in the results to be achieved. The Subcontractor is responsible for the means and methods of achieving the project goal.

8.3 Subcontractor will perform a comprehensive background check on each employee of Subcontractor and any third party subcontractor the contracted Subcontractor has hired and who will be physically present on the Property in connection with this Agreement, prior to allowing any such person to come onto the Property. Such background checks will include checks of law enforcement and police records. Without the prior written consent of Contractor, subcontractor and any subcontractors retained by subcontractor will not permit to be on the Property any person (a) who has been found guilty of or convicted of any felony, or any misdemeanor that involves violence, injury of another person, dishonesty, bribery, perjury, burglary, larceny, theft, robbery, extortion, embezzlement, fraudulent conversion, or misappropriation of funds, or securities, or a conspiracy to commit any of those offenses; or (b) who has been found to have falsified employment application information. Documentation of the administration and results of the background investigation reports, and confirmation of employment application information, will be maintained by Subcontractor as official records subject to audit by Contractor.

8.4 Subcontractor shall be responsible for unloading and hoisting all of its materials, supplies, tools, machinery and equipment in order to ensure the timely completion of Subcontractor's Work and shall provide all temporary facilities and services necessary to complete the Work in accordance with the Contract Documents and as required by weather and other work conditions at the Project site. The Contractor shall not be responsible for providing any temporary facilities, equipment or services necessary for the Subcontractor to perform the Work, except as may be specifically noted otherwise herein or otherwise separately agreed in writing. In the event the Contractor allows the Subcontractor to use temporary facilities, equipment or services of the Contractor, it is agreed and acknowledged that such items are provided "AS-IS" and Subcontractor shall release, defend, indemnify and hold harmless the Contractor as to liability, claims, costs and expenses, including reasonable attorneys' fees, arising from or relating to the Subcontractor's use of such items.

8.5 Subcontractor shall not subcontract, assign or transfer this Subcontract or any part thereof or amounts due or to become due hereunder without the written consent of Contractor.

8.6 Subcontractor shall give all notices and comply with the requirements of all applicable insurance policies and all codes, laws, ordinances, rules, regulations and orders of any public authority, bearing on the performance of the Work under this Subcontract, whether now existing or hereafter promulgated. Subcontractor shall secure and pay for all permits, fees and licenses necessary for the execution of its Work, and shall pay all local, state and federal taxes in connection with the Work, and agrees that all costs thereof are included in the Subcontract Amount. There shall be no increase in the Subcontract Amount resulting from any new or additional taxes or contributions. When required by Contractor, Subcontractor will furnish satisfactory evidence showing that all such payments have been

made. If Subcontractor performs any Work contrary to such requirements, codes, laws, ordinances, rules and regulations Subcontractor shall assume full responsibility therefore, and shall bear all costs and damages attributable thereto. Subcontractor shall defend, indemnify and hold harmless the Contractor for all claims, damages, losses or expenses, including reasonable attorneys' fees, arising from Subcontractor's failure to properly discharge and/or adhere to the requirements of this paragraph.

8.7 To the fullest extent permitted by law, Subcontractor shall indemnify, hold harmless and defend Contractor, Owner and Architect, and all of their officers, directors, agents and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss, or expense, (a) is attributable to bodily injury, sickness, disease, or death, or patent infringement, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of Subcontractor or anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, or is caused by or arises out of the use of any products, materials, machinery or equipment furnished by Subcontractor, regardless of whether it is caused in part by any negligent act or omission of a party indemnified hereunder. In any and all claims against Contractor, Owner or Architect or any of their officers, directors, agents or employees, by any employee of Subcontractor or anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. The obligations of Subcontractor under this Paragraph shall not apply to Architect, its agents or employees for any negligent act or omission of Subcontractor in whole or in part caused by or arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications by the Architect, or (2) the giving of or failure to give directions or instructions by Architect, its agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

8.8 Subcontractor will save and keep the Project structures and improvements, the real estate within which the Project is situated, the interests of the Owner and all other persons in such Project and real estate and the contract proceeds or other monies now due or hereafter to become due and payable by the Owner to Contractor, free from all mechanic's and other liens and from any claim against contract proceeds or to establish the personal liability of the Owner or other third party by reason of the Work or any labor, materials or other things used therein and hereby, for all of its sub-subcontractors, material suppliers and all other persons for whom Subcontractor is responsible. If Subcontractor fails to remove any lien or claim against the Owner or contract proceeds by any of its sub-subcontractors, material suppliers or others for whom it is responsible, by bonding or otherwise as directed by Contractor, Contractor may retain sufficient funds out of any money due or thereafter to become due by Contractor to Subcontractor to pay the same and all costs incurred by reason thereof and may pay or bond said lien and costs out of any funds at any time in the hands of Contractor and otherwise owing to Subcontractor.

8.9 Subcontractor will clean up and haul off the premises, or to a place on the premises specifically designated by Contractor, all debris occasioned by the Work done hereunder and will leave the Project and premises clean and free of equipment, machinery, materials, temporary facilities and debris. Any trash, debris, or liquid that poses a possible threat of fire or safety shall be removed from the premises immediately. If, after 24 hours notice by Contractor to Subcontractor, Subcontractor has not diligently proceeded with clean-up as outlined in this Paragraph, then Contractor may proceed with such clean-up work at Subcontractor's cost and expense.

8.10 Subcontractor shall submit to Contractor, within fifteen (15) days after execution of this Subcontract, or as otherwise scheduled or prescribed by Contractor, complete shop drawings, data, catalog cuts, samples and other appropriate submittals as required by the Contract Documents. Approval thereof by Contractor and/or Architect shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work. Failure of Subcontractor to make submittals of shop drawings, product data and similar items in a timely fashion and as required to assure timely completion of the Work shall be cause for termination of this Subcontract as provided by Article 11.

8.11 Notwithstanding the dimensions given on the Plans, Specifications and other Contract Documents, it shall be the obligation and responsibility of Subcontractor to take such measurements as will insure the proper matching and fitting of all items and components of the Work covered by the Subcontract with other elements of the Work and with contiguous work of others. Subcontractor shall verify measurements, lines and grades of existing conditions and structures at the site, and when indicated dimensions are not in agreement with field measurements, shall notify the Contractor immediately, in writing, requesting clarification. By proceeding with its Work, without notice of any discrepancy to the Contractor, the Subcontractor accepts the Work of others and waives any claim for a defective or improper condition at the Project site prior to commencement of its Work. Subcontractor is responsible for its own layout and for the protection and preservation of all installed engineering data and layout points and shall take all necessary precautions to insure that said data or points are not damaged, destroyed, altered or changed. Re-engineering, if required, shall be performed at Subcontractor's expense. Subcontractor shall be responsible for all cutting and patching required in the prosecution of the Work.

8.12 Subcontractor acknowledges that it has investigated and satisfied itself as to the conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads or other forms of access, and uncertainties of weather, river stages, tides or similar physical conditions of the site, the

conformation and conditions of the ground, the character and content of all other contracts related to the Project, and the character of machinery, equipment and facilities needed preliminary to and during prosecution of the Work. Subcontractor further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles and other conditions which may be encountered. Contractor assumes no responsibility for any conclusions or interpretations made by Subcontractor on the basis of the information made available by the Owner, Contractor or Architect.

8.13 Except as may otherwise be specifically provided by this Subcontract to the contrary, Subcontractor shall take directions and orders regarding the performance of this Subcontract only from Contractor and shall be solely responsible to Contractor for all construction means, methods, techniques, sequences and procedures utilized in performance of the Work. Contractor shall have the right to withhold payment for Work resulting from directions or orders from third parties that are not communicated to Subcontractor directly by Contractor's authorized personnel.

8.14 Subcontractor shall pay all royalties and defend any suit or proceeding brought against Contractor, Owner or Architect so far as based on a claim that any machinery, equipment or any part thereof, or software furnished under this Subcontract constitutes an infringement in its normal intended use of any patent right.

8.15 The Subcontractor shall limit use of the site to areas defined by Contractor and to the construction limits for its Work and storage to allow for work of the Contractor, other subcontractors and third parties and shall assume full responsibility for the protection and safekeeping of materials, machinery and products provided under the Subcontract and stored on the site or elsewhere during fabrication, storage and shipping. Subcontractor shall, at no cost to Contractor, move any stored products which interfere with operations of the Contractor or other contractors or subcontractors as directed by Contractor and obtain and pay for the use of additional storage or work areas needed for the Subcontractor's operations.

8.16 If the Contractor determines that any Work requires special inspection, testing, or approval he may perform or order Subcontractor to perform such special inspection, testing or approval. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Subcontract documents, the Subcontractor shall bear all costs thereof by deductive Change Order or direct reimbursement to Contractor as appropriate.

ARTICLE 9 DISPUTES

9.1 Any decision or determination by the Owner or Architect under the Contract Documents that in any manner and by whatever means becomes binding upon Contractor shall also become equally binding upon Subcontractor insofar as it relates to or affects Subcontractor's Work or other obligations assumed or to be fulfilled by Subcontractor, including without limitation any amounts and payments to which Subcontractor may be entitled or for which Subcontractor may be liable. Any award, judgment or agreement in settlement of a dispute concerning such matters and resulting from arbitration, litigation or negotiations in which the Owner and Contractor are parties or participants shall be as binding upon Subcontractor and its Surety as though Subcontractor and its Surety were named and joined in such proceeding, provided that Subcontractor has been given a reasonable opportunity to join, participate, assist or provide supporting evidence in the presentation of any claim, defense or other issue in controversy that is settled or resolved thereby.

9.2 The forum and procedure for resolving disputes (i.e. mediation, arbitration, litigation, etc.), as specified and/or applicable under the contract as between the Owner and Contractor is hereby adopted and specifically incorporated by reference into this Subcontract. Such forum and procedure as specified or applicable under the contract between Owner and Contractor shall likewise be utilized for resolving any dispute, controversy or claim between the Contractor and Subcontractor arising out of or relating to the Work, the Project, this Subcontract or the breach thereof and either party shall be entitled to demand and enforce such forum and procedure as specified or applicable under the contract between the Owner and Contractor, as if was fully set forth herein verbatim. This Paragraph shall not, however, be construed to require Contractor and Subcontractor to submit to dispute resolution any claim, dispute or other matter involving, arising from or giving rise to (i) termination of this Subcontract, pursuant to Article 11; (ii) claims which have been waived by the making or acceptance of final payment as provided by Paragraph 4.13; or (iii) costs or damages sustained or claimed by Subcontractor because of delay, hindrance or suspension of Work or any other act, omission, condition or occurrence in respect of which any of the provisions of this Subcontract or other Contract Documents deny or limit Subcontractor's rights of claim or recovery.

9.3 No dispute shall interfere with the progress of the Work, and Subcontractor shall proceed with all Work, including disputed work, despite the existence of, and without awaiting the resolution of, any such dispute.

9.4 In any instance or proceeding whereby any claim, dispute or other matter in controversy between Contractor and Subcontractor involves, arises from or gives rise to a similar claim, dispute or other matter in controversy as between the Contractor and Owner or another third party, Subcontractor shall furnish and present evidence, documentation and other information to support its claim, defense or other position in respect thereof and shall pay or reimburse Contractor for all costs, fees and expenses associated with the negotiation, settlement, arbitration, litigation or other means undertaken to resolve such matter. It is expressly understood that as to any and all Work performed or agreed to be performed by the Subcontractor and as to any and all actual or alleged damages incurred by Subcontractor in

connection with the Project, Contractor shall under no circumstances be liable to Subcontractor to any greater extent than Owner or other third party is found liable to Contractor.

9.5 In any instance whereby Contractor is entitled, under the terms of this Subcontract, to be indemnified by or recover any monies from Subcontractor, Contractor shall be entitled to, in addition, recover from Subcontractor (i) interest on any sums due from Subcontractor at the rate of twelve percent (12%) per annum to accrue from the date due until paid, notwithstanding any dispute or uncertainty concerning the means or standards by which the amount of monetary recovery is to be ascertained, (ii) reasonable attorney's fees incurred by Contractor for all investigation, negotiation, litigation, arbitration and other such services commonly performed by attorneys, and (iii) all court costs, fees paid to experts, arbitration fees and like expenses.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Subcontractor shall maintain adequate experienced and cooperative supervisory personnel acceptable and satisfactory to Contractor at the Work site at all times. Subcontractor shall not employ workers, materials, machinery or equipment which may cause strikes, work stoppages, sympathy strikes or any other interruption of or interference with work or any disturbances by or insubordination of workers employed by Subcontractor, Contractor, the Owner or other contractors or subcontractors on or in connection with the Work or the Project or at the location thereof. Subcontractor agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality in which the Work is being done and Subcontractor shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Paragraph shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. Subcontractor agrees that Subcontractor and Subcontractor's employees, agents, sub-subcontractors and suppliers shall work in harmony with all other subcontractors and their employees, agents, sub-subcontractors and suppliers in the interest of timely and orderly completion of the Project. Subcontractor shall report immediately to Contractor any injury to any of the Subcontractor's employees or other persons at the site. When and if so ordered, Subcontractor shall stop or correct any part of the Work which Contractor deems to be unsafe or otherwise improper. Subcontractor shall abide by and agrees to require all of its employees and the employees of any sub-subcontractor to comply with the Contractor's Substance Abuse Policy Statement and Smoke Free Workplace Policy (copies attached to this Subcontract). In the event that, in the opinion of Contractor, Subcontractor has refused or failed to comply with any provisions of this Paragraph, then Contractor shall be at liberty to terminate the employment of Subcontractor for default as provided in Article 11.

10.2 No action or failure to act by the Owner, Contractor or Architect shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

10.3 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation or Subcontractor's Authorized Representative for whom it was intended, or if delivered at or sent by registered or certified mail or by overnight delivery, or if transmitted and received by facsimile telephone transmission (FAX), to the last business address or fax telephone number known to him who gives the notice.

10.4 Should either party to the Subcontract suffer injury or damage to person or property (other than to the Work) because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within ten (10) days after the injury or damage was made known to the party making claim. This Paragraph shall not apply to injury or damage to property caused by or resulting from breach of warranty or duty to correct defective work as provided in Article 7.

10.5 Subcontractor acknowledges the right of the Contractor to assign all or any portion of this Subcontract to the Owner or other third party as may be provided by the Contract Documents. Contractor shall furnish written notice of such assignment to Subcontractor and upon Subcontractor's receipt thereof, the assignee shall succeed to the rights and obligations of Contractor under this Subcontract and under any surety bond furnished by Subcontractor, without recourse by Subcontractor against Contractor, except as such notice of assignment may otherwise provide.

10.6 This Subcontract shall be governed by the law of the State of Indiana. Should claims be brought, they will be heard by courts or arbitrators, as applicable, located in Marion County Indiana.

ARTICLE 11 TERMINATION

11.1 Contractor shall have the right at any time, upon 48 hours prior written notice to Subcontractor, to terminate this Subcontract in whole or in part and require Subcontractor to cease work thereunder; such termination shall be rightful as against Subcontractor

whether undertaken because of Subcontractor's default or for the convenience of the Owner or Contractor. If termination is for default, the respective rights and obligations of the parties shall be as provided in Paragraph 11.2; if termination is for the convenience of Contractor or Owner, or if the Subcontract is terminated upon Contractor's belief that Subcontractor is in default but it is subsequently determined that Subcontractor was not then in default, the rights and obligations of the parties shall be as provided in Paragraph 11.3 hereof.

11.2 If Subcontractor at any time (i) refuses or neglects to supply adequate and competent supervision or a sufficiency of properly skilled workmen or of materials of the proper quality or quantity, or (ii) fails in any respect to prosecute the work with promptness and diligence or otherwise in accordance with the Contract Documents, or (iii) fails in the performance of any agreement or obligation on its part herein contained or provided by the Contract Documents, or (iv) otherwise delays the work of Contractor, other subcontractors or other third parties, or (v) is otherwise in default as defined by the provisions of the Contract Documents as applicable to the right of the Owner or other third party to terminate its contract with Contractor, or (vi) if any of the above stated events or conditions of default shall exist under any uncompleted separate or additional subcontract between Subcontractor and Contractor, whether for this Project or any other project: then Contractor may terminate the employment of Subcontractor on the Project upon the grounds of Subcontractor's default, whereupon Contractor shall have the right, in addition to such other rights and remedies as may be afforded to Contractor under this the Contract Documents or by law, to enter upon the premises and take possession of Subcontractor's materials, equipment, tools and appliances of any kind whatsoever, and to employ or contract with one or more other persons or use its own forces to finish the Work and/or to correct or take other action to bring the Work into conformity with the requirements of the Contract Documents. In such case Subcontractor shall not be entitled to receive any payment under this Subcontract which might otherwise be due it until the Work shall be finished and payment in full therefore shall be made by Owner to Contractor, at which time, if the unpaid balance of the amount to be paid under this Subcontract shall exceed the expenses incurred by Contractor in completing and correcting Subcontractor's Work, plus any costs and damages sustained by Contractor by reason of such failure or lack of performance by Subcontractor, including attorney's fees, costs of administration, and a reasonable allowance for overhead and profit, such excess shall be paid by Contractor to Subcontractor, but if such expenses, costs and damages shall exceed such unpaid balance, Subcontractor and/or its sureties shall be liable to Contractor for such deficiency. A determination of default made by Contractor in good faith under the belief that a default exists under the terms hereof, shall be conclusive on the fact of such default and on Contractor's right to proceed as provided in this Paragraph.

11.3 If this Subcontract is terminated for the convenience of Owner or Contractor, or if terminated upon Contractor's belief that Subcontractor is in default but Subcontractor is not then in default, then Contractor shall pay to Subcontractor an amount limited to the unpaid Subcontract value of authorized and approved Work performed by Subcontractor prior to notice of termination, adjusted for amounts and damages, if any, for which Subcontractor is liable or which the Contractor is entitled to retain and withhold pursuant to the terms of this Subcontract. Recovery by Subcontractor of lost anticipated profit, overhead, or other direct, indirect or consequential damages relating to portions of Work not performed under the uncompleted portions of this Subcontract are hereby specifically excluded. The payment provided by this Paragraph shall constitute Subcontractor's exclusive remedy in the event of such termination. A termination caused by disapproval of Subcontractor by Owner or other third party shall not entitle Subcontractor to recover termination expenses under this Paragraph,

ARTICLE 12 ADDITIONAL PROVISIONS

12.1 When submittals are required by the terms of the Contract Documents, Subcontractor shall submit to Contractor an electronic copy and 1 copy of each submittal item. If a physical sample is required to be submitted, 2 physical samples are required.

12.2 The Subcontractor shall not discriminate against any employee or applicant available for employment in the performance of this Subcontract, with respect to hire, tenure, terms, conditions or privilege of employment because of race, color, religion, sex, disability, national origin or ancestry. Any violation of this covenant may result in the institution of penalties prescribed by law and may be regarded as a material breach of this Subcontract.

12.3 This Subcontract is to be read and interpreted in conjunction with the other Contract Documents applicable to the Work. However, in the event of an irreconcilable conflict between this Subcontract and any other Contract Documents, the terms and conditions of this Subcontract shall take precedence over the other Contract Documents and shall control as between the Contractor and Subcontractor.

This Subcontract is not valid unless signed by both Contractor and Subcontractor and shall become effective on the date first above written.

SUBCONTRACTOR:

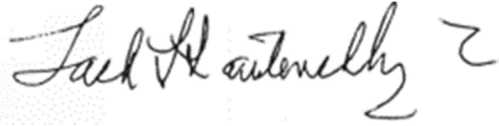
CONTRACTOR:

CHARLES C. BRANDT CONSTRUCTION CO.

Chas. C. Brandt Project No:

Contract No.:

Cost Code No.:



BY: _____

BY: _____

Jack L. Lautenschlager, Jr.

TITLE: _____

TITLE: Chief Operating Officer

DATE SIGNED: _____

DATE SIGNED: _____

EXHIBIT A
Substance Abuse Policy Statement

Charles C. Brandt Construction Co.

It is the policy of Charles C. Brandt Construction Co. (CCB) to provide a safe and hazard free work place for all its employees. This includes taking measures necessary to ensure that the use of drugs, including alcohol does not jeopardize the safety of our operations, the quality of our services, or the well being of individuals or co-workers of CCB.

Due to the adverse effect substance abuse can have on employees and CCB, effective October 1, 1994, CCB is adopting the following rules as conditions of employment:

1. The use, possession, sale or distribution of drugs or other unauthorized substances for non-medical reasons is prohibited in the workplace.
2. The use, possession, sale or distribution of alcohol without management authorization is prohibited in the workplace.
3. An individual with the unauthorized presence of drugs, alcohol or other unauthorized substances in the body, for non-medical reasons, is prohibited in the workplace.
4. Drug, alcohol, or other substance abuse testing of an employee will be required in the following conditions:
 - When mandated by the Owner of any construction project on which CCB personnel are working
 - Pre-Industry employment testing
 - Testing for probable cause under the following conditions:
 - Following any accident.
 - At the discretion of a supervisor, with the understanding that requesting same is a serious matter and should be done only when there is sufficient evidence that testing is being done to promote public safety.

EXHIBIT B

Charles C. Brandt Construction Co. Tobacco Free Workplace Policy

Charles C. Brandt Construction Co.

Charles C. Brandt Construction Co. is dedicated to providing a healthy, comfortable, and productive work environment for all of our employees. Because of recent findings that confirm the health risks of "involuntary smoking" in otherwise healthy non-smokers and the fact that simple separation of smokers and non-smokers within the same air space cannot eliminate those risks, we are adopting the following restrictions beginning January 1, 1994 unless public policy mandates earlier restrictions.

Additionally, use of any tobacco type, including the electronic cigarette, will be strictly prohibited within company owned buildings, facilities, and on company grounds. This includes but is not limited to offices, vehicles, trailers, and construction sites under the care, custody and control of Charles C. Brandt and Company, Inc.

All employees share in the responsibility for adhering to and enforcing the policy. Any problems should be brought to the attention of the appropriate supervisor and handled through the normal chain of command. Employees and Subcontractors who violate this policy will be subject to disciplinary action.

EXHIBIT C
Charles C. Brandt Construction Co.
SAFETY POLICY
Original Issue 4/1/87 –Revised 7/13/17

To assure maximum safety on Charles C. Brandt Construction Co. worksites, and to comply with Federal State and Local ordinances, all Charles C. Brandt Construction Co. (CCB) subcontractors will adhere to safety regulations dictated by IOSHA, OSHA, and/or other Federal, State, or Local governing bodies appropriate to the location of the worksite; hereinafter referred to as **legally enforced safety regulations**. OSHA Safety Regulations described in section 1926 regulating the construction industry and section 1910 regulating general industry standards are the minimum requirements that must be followed in order to comply with this CCB safety policy. Additionally, the following items are standard safety requirements at all CCB worksites:

Accident Review

- Report all injuries to the Project Superintendent immediately after securing first aid if appropriate.
- Subcontractor shall complete and return accident report forms to CCB Superintendent within 24 hours of any jobsite accident.

Aerial Lifts

- Only trained and authorized Subcontractor personnel allowed to operate.
- Subcontractor personnel shall use and operate all equipment in compliance with the manufacturers manual and OSHA Standards: 29 CFR 1910.67, 29 CFR 1910.269(p), 29 CFR 1926.21, 29 CFR 1926.453, 29 CFR 1926.502.
- Stay a minimum of 20' from overhead power lines,

Barricades

- Physical barricades must be in place for all overhead work, cranes, floor openings, open excavations, work near road, etc.
- All physical barricades shall be in compliance with all OSHA Standards and Regulations that apply.

Confined Space Entry Permit

- A Confined Space Entry Permit shall be required to enter into a confined space. Examples of a confined space include but are not limited to tanks, stills, reactors, boilers, pits, silos, ventilation and exhaust ducts, sewers, pipelines, tunnels, vats, degreasers, ditches, and other confined, non-ventilated spaces.
- Subcontractor must provide trained personnel & rescue team for any Confined Space Entry and documentation on training must be submitted to CCB prior to commencement of work. Documentation must include at a minimum the date of the training, nature of the training, who performed the training and the signature of any worker acknowledging the training prior to entering any confined space.
- Subcontractor must obtain Confined Space Entry Permit BEFORE work begins in confined space.
- Subcontractor must provide all tools and equipment necessary to perform proper Confined Space Entry procedures per all legally enforced safety regulations.
- Assure that each worker using the Confined Space Entry Permit follows proper procedures as indicated in permit instructions.
- When work in confined space is complete, return permit to CCB jobsite superintendent for retention in job files.
- All work shall be done in compliance with OSHA 29 CFR 1926.1200-.1213.

Disciplinary Policy

- Subcontractors are responsible for implementing, monitoring, and enforcing their written safety programs with their direct employees and their subcontractors.
- Flagrant or insubordinate behavior on CCB jobsites or premises is grounds for immediate removal from the site of the infraction and potentially permanent removal from all CCB qualified subcontractor's database.

Electrical Safety

- Only round, double insulated grounded extension cords are to be used on CCB project sites.
- Ground Fault Circuit Interrupters (GFCIs) are required on all 120 volt, 15 and 20 amp single phase electrical circuits. GFCIs will be Class A for construction use. GFCIs in temporary electrical boxes must be tested monthly; portable GFCIs are to be tested daily.
- Only trained and authorized subcontractors may work on live or de-energized electrical parts.
- Always maintain 36" clearance around panel boxes.
- All work shall be done in compliance with OSHA 29 CFR 1910.331-.335 and NFPA 70E.

Excavation Safety

- All utility locates shall be done prior to breaking ground.
- All nearby unstable objects shall be secured (Trees, stones, etc.)
- All spoils and loose rocks shall be a minimum of 2' back from the edge.

Prior to entry:

- ✱ Proper egress shall be installed for safe entry and exit for trenches or excavations 4' or deeper (Extension ladder, or earth ramp sloped at 45 degrees.) Proper egress shall be provided within 25' of workers.
- ✱ Proper trench protection shall be installed for excavations 5' or deeper to protect workers from collapse by shores, shield, slope, or bench.

Fall Protection

- Fall protection is required when an individual's feet are six feet or more above the floor or grade level. This includes working from ladders or scaffolds that do not have proper guardrails. Full body safety harnesses and shock absorbing lanyards are required for fall protection when it cannot be provided by other means.
- Subcontractor must have a written fall rescue plan for any work that requires fall protection. This written plan shall be submitted to the CCB project superintendent and reviewed with all affected subcontractor employees prior to starting work.

Fire Protection

- Subcontractors are responsible for providing fire extinguishers for general use and for all "hot" work and subcontractors' staff members must be trained in use of fire extinguishers.
- Subcontractor is responsible for providing a fire watch for hot work. The fire watch shall monitor the hot work area no less than 30 minutes after hot work is complete.

Fire Prevention

- All flammable liquids shall be stored in labeled metal containers.
- Smoking, vaping and/or use of tobacco products are prohibited on all CCB jobsites and while operating CCB owned or leased equipment. (See CCB Smoke Free Workplace policy.)

First Aid

- Subcontractors are responsible for providing first aid kits for their workers.

General Health & Safety

- Safety rules shall be obeyed at all times.
- Be alert – watch out for jobsite hazards.
- Report any hazardous, dangerous, or unsanitary working conditions to the Project Superintendent for immediate correction.
- The use, possession, transportation, solicitation or sale of drugs, including but not limited to alcohol, illegal drugs or unprescribed controlled drugs, or illegal use, sale, or distribution of prescribed drugs, by anyone while on a CCB jobsite is strictly prohibited. (See CCB Substance Abuse Policy.)
- CCB conforms to State of Indiana Laws for Weapons and Firearms.
- Proper dress for construction worksite is required. This includes but is not limited to the following:
 - No shorts, tank tops or muscle shirts allowed. Wear long pants, t-shirts or similar clothing that show a level of professional dress appropriate for a construction site.
 - Minimum 6" work boots or similar footwear is required. Tennis shoes or soft soles shoes are not permitted.
 - No loose clothing or jewelry of any kind.
- Personal radios, tape players, CD players, and/or other unnecessary noise producers are not permitted on any CCB worksite. Headphones are not allowed.
- Horseplay on CCB Jobsites will not be tolerated.

Hand & Power Tools

- Subcontractors shall inspect their tools daily for damage and defects. Tools that are found damaged or defective shall be tagged out of service and immediately removed from the jobsite.
- All power tools shall be grounded or double insulated.
- Never remove guards or modify tools.

Hazard Communication

- Subcontractors will provide CCB with Safety Data Sheets (SDS) and will notify CCB in writing at least 24 hours in advance of any hazardous materials being brought to the jobsite.
- All necessary precautions will be taken when handling hazardous material and/or waste.

Housekeeping & Sanitation

- Subcontractor will provide all labor, material, and equipment required to maintain clean and debris free work areas.
- Subcontractor is responsible for a broom-cleaned debris-free work area.

Jobsite Inspections

- CCB will perform weekly jobsite inspections. Subcontractor must designate an onsite safety representative who will be responsible for completing weekly self-inspection of his staff, work area, and be available to respond to CCB alerts and notices of violation when needed.

Stairways & Ladders

- Never stack or store items on stairways or ladders.
- All ladders must meet OSHA standards at a minimum and be in good working condition.
- Ladders shall be used as designed (NEVER straddle or stand on or above the top rung of a folding ladder).
- Straight ladders shall be set at a 4:1 pitch. If used to access an upper level the ladder shall extend 36" above the landing and be tied off.

Lockout/Tagout Permit

- Before working on a process, all energies (electrical, mechanical, thermal, pneumatic, chemical, hydraulics, etc.) need to be purged, dissipated or locked out. Subcontractor will obtain a Lockout/Tagout permit from CCB onsite superintendent or CCB Safety Director.
- Subcontractor must provide trained personnel for any lockout; documentation of training must be submitted and include the date, nature of training, who performed the training and the signature of any worker acknowledging the training.
- Subcontractor must provide all labor, tools, and equipment necessary to perform lockout/tagout procedures as defined in legally enforced safety regulations.
- Subcontractor personnel involved in lockout/tagout must be aware of permit instructions for procedures.
- When lockout/tagout permit is no longer needed it is to be returned to the CCB superintendent for filing in the permanent job files.

Personal Protective Equipment

- Subcontractor must provide all CCB jobsite required PPE for their personnel.
- CCB will make **PPE requirements** as appropriate and Subcontractor is required to adhere to jobsite specific requirements as requested.
- **Hard hats** are to be worn by all employees at all times when worksites are designated as "hard hat jobsites"; and are to be worn on other projects where there is a possible danger of injury from falling or flying objects.
- **Safety Glasses** are required to be worn at all times on CCB jobsites.
 - Safety Glasses must have side shields and wear industrial safety lenses and in safety frames conforming to current ANSI Z87.1 specification.
 - Safety Glasses DO NOT replace safety goggles, face shields or other more stringent eye protection required by legally enforced safety regulations when performing certain more dangerous tasks.
 - A face shield is required when chipping, welding, or using grinders, friction cut-off saws and impact chisels.
- **Hearing Protection** is required to be worn when exposed to noise 90 dBA for an 8-hour TWA.

Powder Actuated Tools

- Only trained and authorized Subcontractor personnel allowed to operate.
- All Powder Actuated cartridges shall be stored properly away from any potential source of ignition.
- NEVER leave Powder Actuated cartridges on the ground.
- Used Powder Actuated cartridges shall be placed of in a bucket of water or sand.

Scaffolding

- Scaffold shall be erected and dismantled under the direct supervision of a competent person as defined by OSHA.
- Scaffold tagging system must be utilized during use of scaffold.
- Scaffold competent person shall visually inspect the scaffold daily prior to use or as conditions change.
- Scaffold shall only be altered or dismantled by the subcontractor who erected it.
- Appropriate guard rails shall be installed when the working platform height of the scaffold is six feet or more above the floor or grade level. A ladder or equivalent is required to access the scaffold, i.e. rungs must be 12" on center.

Silica

- OSHA compliant wet or dry tools and equipment shall be used when cutting, drilling, grinding, chipping, jack hammering, tuck pointing, or cleaning any materials that contain Crystalline Silica (Concrete, tile, brick, block, granite.)
- All workers exposed shall wear the required PPE.
- All work shall be done in compliance with OSHA CFR 1926.1153.

Subcontractor Designated Safety Person

- Subcontractor shall identify a responsible party assigned to the project who is available for day to day contact onsite for any safety issues or concerns.

Vehicle Policy

- All subcontractors operating a motor vehicle on a CCB jobsite shall have a valid license, registration & insurance.
- Always wear seat belts.
- Check behind vehicles before backing up.

Violation of any of these rules is cause for immediate disciplinary action up to and including discharge.

EXHIBIT D

Certification of Exterior Insulated Finish System Insurance Coverage

Charles C. Brandt Construction Co.

The undersigned certify and affirm that Subcontractor carries general liability insurance coverage without exclusion for installation of the Exterior Insulated Finish System (EIFS) described in this contract and covered by this agreement. It is further certified and affirmed that Subcontractor has full responsibility for insuring the EIFS installation whether the work is performed by a person directly employed by Subcontractor or by a firm under the direction of the undersigned Subcontractor. It is agreed by the undersigned that a minimum of 30 days notice will be given to Charles C. Brandt Construction Co. if there is default, change or cancellation of Subcontractor's insurance coverage specifically including required EIFS coverage on this project.

Subcontractor

Subcontractor's Insurance Agent

Company Name

Company Name

Date

Date

Phone

Phone

EXHIBIT E
Charles C. Brandt Construction Co.

On the day of , 2018, Charles C. Brandt Construction Company ("Contractor") and ("Subcontractor") entered into a Subcontract Agreement ("Subcontract") with respect to a Project ("Project") commonly referred to as , located at and owned by ("Owner"). With respect to the Project and Subcontract set forth above, the Contractor and Subcontractor also enter into this Addendum For Design/Build Subcontract ("Addendum"), to confirm that Subcontractor shall proceed on a design/build basis, providing both professional design services and the labor and materials necessary to undertake and complete its scope of the Work as described in the Subcontract. In consideration of the Subcontract Amount, other terms and conditions set forth in the Subcontract and the terms and conditions of this Addendum, the Contractor and Subcontractor agree as follows:

1. Subcontractor agrees to provide, consistent with the performance and design criteria set forth in the Contract Documents, the design, engineering and other professional services as necessary and appropriate for its scope of the Work ("Subcontractor's Design"). The Subcontractor's Design shall be performed and/or appropriately supervised by design professionals duly licensed in the State where the Project is located, whose signature and seal shall appear on drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professionals.

2. The Subcontractor's Design shall be consistent with the standard of care exercised by qualified design professionals practicing in the same design disciplines as the Subcontractor and having experience on projects of similar scope, size and nature in the same general locale as the current Project ("Standard of Care"). The Subcontractor's Design shall also comply with and conform to all laws, statutes, rules, regulations, codes and other governmental/regulatory orders applicable to the Subcontractor's scope of Work on the Project ("Regulatory Requirements"). To the extent the Owner or another third-party asserts any claim, action, cause of action or other damage arising out of or related to a breach of the Standard of Care or Regulatory Requirements applicable to the Subcontractor's scope of Work, Subcontractor shall indemnify, defend and hold the Contractor harmless from all such claims, actions, causes of action and/or other damages (including reasonable attorneys fees).

3. Subcontractor shall be responsible only for the Subcontractor's Design applicable to its scope of the Work. Subcontractor assumes no responsibility for design services provided by the Owner's Architect/Engineer, by other design/build subcontractors or by other design consultants not under the Subcontractor's employ. Subcontractor shall, however, confer and cooperate with the other design professionals involved with the Project, as necessary to coordinate, schedule and interface the Subcontractor's Design with the design services being provided by others.

4. In addition to the insurance coverage and limits required under the terms of the Subcontract, the Subcontractor shall also procure and maintain the insurance coverage and limits as set forth below.

Professional Liability Insurance Coverage with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate. The deductible or self-insured retention on such policy shall not exceed \$10,000. If written on a "claims made" basis, such coverage shall be continued for a minimum period of two (2) years following Substantial Completion of the Project.

The Subcontractor shall, before proceeding with its Work, provide the Contractor with a Certificate of Insurance evidencing that such coverage is in place, has been issued by an insurer licensed in the state where the Project is located and that such insurance will not be cancelled or allowed to lapse without thirty (30) days prior written notice to the Contractor.

5. This Addendum serves to supplement the Subcontract and it is to be read in conjunction therewith in defining the rights, duties and obligations of the parties. Terms as defined in the Subcontract shall have the same meaning when used in this Addendum. The Subcontract remains in full force and effect, yet if there is any irreconcilable conflict as between the Subcontract and this Addendum, then the terms and conditions of this Addendum shall control and take precedence over the Subcontract.

SUBCONTRACTOR

Printed: _____

Title: _____

Dated: _____

CONTRACTOR

CHARLES C. BRANDT CONSTRUCTION CO.

Handwritten signature of Jack L. Lautenschlager, Jr.

Printed: Jack L. Lautenschlager, Jr.

Title: Chief Operating Officer

Dated: _____

EXHIBIT F

Charles C. Brandt Construction Co.

Acknowledgement of Background Check Requirement

Subcontractor has read and understands that any subcontractor employee or any third-party contractor working for subcontractor on this project is required to have background checks performed before starting work.

8.3

Subcontractor will perform a comprehensive background check on each employee of Subcontractor and any third-party subcontractor the contracted Subcontractor has hired and who will be physically present on the Property in connection with this Agreement, prior to allowing any such person to come onto the Property. Such background checks will include checks of law enforcement and police records. Without the prior written consent of Contractor, subcontractor and any subcontractors retained by subcontractor will not permit to be on the Property any person (a) who has been found guilty of or convicted of any felony, or any misdemeanor that involves violence, injury of another person, dishonesty, bribery, perjury, burglary, larceny, theft, robbery, extortion, embezzlement, fraudulent conversion, or misappropriation of funds, or securities, or a conspiracy to commit any of those offenses; or (b) who has been found to have falsified employment application information. Documentation of the administration and results of the background investigation reports, and confirmation of employment application information, will be maintained by Subcontractor as official records subject to audit by Contractor.

It is agreed by the undersigned that background checks will be performed on this project.

Subcontractor Company Name

By

Printed Name: _____

Date: _____