



Subcontract

CONTRACTOR:

{LegalDocInfo.ContrName}
 d.b.a. Adolfson & Peterson Construction
 {LegalDocInfo.ContrAddr1}
 {LegalDocInfo.ContrAddr2}
 Telephone: {LegalDocInfo.ContrBy}
 Facsimile: {LegalDocInfo.ContrJobNum}

Date: {Contracts.ContractDate}

Project: {Projects.Name}
 {Projects.Address}

Subcontract No: {Contracts.ContractNumber}

Cost Code: {Contracts.Reference}

Office: {Projects.Region}

Contract Amount: {Contracts.OrigValue}

Vendor No.: {Addresses.TollFree}

Document No: {DocumentsWord.Number}

SUBCONTRACTOR:

{ToCompany.Name}
 {ToContact.DisplayAddress}

Phone No: {ToContact.Tel} Fax No. {ToContact.Fax}
 {ToCompany.Inc} {ToCompany.FederalID}
 License No. orpPlaceName Fed Tax ID

OWNER:

{LegalDocInfo.Owner}
 {LegalDocInfo.OwnerAddr1}
 {LegalDocInfo.OwnerAddr2}

ARCHITECT:

{LegalDocInfo.ArchName}
 {LegalDocInfo.ArchAddr1}
 {LegalDocInfo.ArchAddr2}

A&P Review:

PC _____
 PM _____
 Scan _____
 File _____

ARTICLE 1 AGREEMENT

1.1 SUBCONTRACTOR RESPONSIBILITIES. Subcontractor agrees to furnish all materials, labor, supervision, tools, equipment and supplies as necessary to perform all of Subcontractor’s Work described in Paragraph 1.2 below, for the construction of {Projects.Name} (the “Project”) in accordance with the terms and conditions of the Prime Contract Documents, between {LegalDocInfo.Owner} (the “Owner”) and Contractor, dated ({LegalDocInfo.ContractDate} "Medium Date"). The terms and conditions are more fully defined in Article 2 of this Subcontract.

1.2 SUBCONTRACTOR WORK. “Subcontract Work” or “Subcontractor’s Work” or “Work” shall consist of the following:

{Contracts.ScopeOfWork}

The Subcontract Work includes all work incidental or related thereto, or reasonably inferable therefrom, for a complete Project. The Subcontract Work will be performed in accordance with the Subcontract and the Prime Contract Documents and in a skillful and workmanlike manner, with material and equipment being both ample in quantity for the Project and new and of the kind and grade necessary for the purpose intended.

1.3 SUBCONTRACT PRICE. As total compensation for Subcontract Work, and subject to the provisions of this Subcontract and the Prime Contract Documents, Contractor shall pay to Subcontractor, the lump sum of ({Contracts.OrigValue}"NumToText") Dollars ({Contracts.OrigValue}).

1.4 COMMENCEMENT, COMPLETION AND SCHEDULE. Subcontractor will commence Subcontractor's Work on the date specified by Contractor in a written or oral notice to proceed, or if none is given, on the date specified on the schedule attached to this Subcontract as Exhibit A, as may be amended by Contractor from time to time (the "Project Schedule"). Subcontractor will achieve final completion of Subcontractor's Work as directed by Contractor or on the date specified in the Project Schedule.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 PRIME CONTRACT DOCUMENTS. In addition to this Subcontract, the following documents ("Prime Contract Documents") are binding on Subcontractor:

{Contracts.Notes}
{Contracts.Addenda}

2.2 REVIEW OF CONTRACT DOCUMENTS. Prime Contract Documents may be reviewed by Subcontractor at Contractor's place of business during normal business hours. Subcontractor will be responsible for obtaining copies pertinent to its Work and for the careful examination of their contents. By signing this Subcontract, Subcontractor acknowledges that it has carefully reviewed and examined this Subcontract, including the Prime Contract Documents, and all other documents incorporated into and/or referenced in this Subcontract, and that any and all ambiguities and discrepancies have been clarified and/or corrected to Subcontractor's satisfaction. Subcontractor agrees that it will not make any claim or demand upon Contractor based upon or arising out of any misunderstanding or misconception on Subcontractor's part of the provisions and requirements of the Prime Contract Documents or this Subcontract, if Subcontractor either knew or should have known of the ambiguity or discrepancy.

2.3 CONFLICT BETWEEN CONTRACT DOCUMENTS. The Prime Contract Documents and this Subcontract will be interpreted together and in harmony with one another. However, in case of conflict between the Prime Contract Documents and this Subcontract, this Subcontract will control, provided however, that if the Prime Contract Documents impose a stricter requirement on Subcontractor than this Subcontract, the stricter requirement shall control.

2.4 SUBCONTRACTOR BOUND BY CONTRACT DOCUMENTS. Subcontractor binds itself to Contractor and is obligated to Contractor in the same manner and to the same extent that Contractor is bound and obligated to Owner under the Prime Contract Documents. All rights which Owner may exercise and enforce against Contractor may be exercised and enforced by Contractor against Subcontractor, including but not limited to any claim for liquidated damages. Subcontractor shall be required to do all things and be bound by all decisions, directives, interpretations, and rulings of Owner, Architect or Others to whom Contractor is bound, including but not limited to all decisions as to the scope of the Subcontract Work.

ARTICLE 3 SCOPE OF SUBCONTRACT WORK

3.1 FAMILIARITY WITH PROJECT. Subcontractor acknowledges that Subcontractor has physically visited the Project site and is familiar with and has verified the conditions under which Subcontractor's Work is to be performed, including without limitation, applicable laws, codes and other restrictions, local labor conditions, local weather patterns, access restrictions to and from the Project site, prior work performed by others on the Project, and all other matters which may affect the time and cost of completing Subcontractor's Work. Subcontractor is not relying on any representations, statements or information provided by Contractor except as set forth in the Prime Contract Documents, or agreed between Contractor and Subcontractor in writing. Subcontractor assumes full and complete responsibility for all existing conditions relating to Subcontractor's Work, the Project site and its surroundings, and all risks in connection therewith. Subcontractor has fully examined and analyzed all existing surveys, test reports and schedules that could affect its performance, and acknowledges that no conditions exist which would adversely affect the progress, schedule, performance, or price of this Subcontract or the quality of the Subcontract Work.

3.2 SUBCONTRACTOR TO PROVIDE ALL ITEMS NECESSARY FOR WORK. Except as otherwise agreed by Contractor and Subcontractor in writing, Subcontractor will provide, at its own expense, all temporary and permanent tools, scaffolding, implements, shop and working drawings, samples, models, guarantees, licenses, unloading facilities and services, and all other items necessary for the proper performance of this Subcontract and acceptance of the Subcontract Work. In addition, Subcontractor will provide, at its own expense, tests and permits necessary for the proper performance of this Subcontract and acceptance of the Subcontract Work unless the Prime Contract Documents specify that Owner, Contractor or another subcontractor is to provide such tests or permits.

3.3 TESTING, COSTS, AND LICENSE FEES. Subcontractor will, at its own expense, pay all testing costs, royalties, and license fees required for the Subcontract Work, and all costs which disclose, or are necessitated by, incorrect or faulty materials or workmanship.

3.4 SUBSTITUTIONS. Subcontractor will not make any substitutions to its Work or materials unless it first receives written approval of Contractor. Subcontractor will indemnify Contractor as a result of such substitutions, regardless of Contractor's approval.

3.5 USE OF CONTRACTOR'S EQUIPMENT. Subcontractor, its agents, employees, material suppliers or lower tier subcontractors will not use Contractor's equipment without the written permission of Contractor. If Subcontractor or any of its agents, employees, material suppliers or lower tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of Contractor, Subcontractor will be liable for and shall defend, indemnify and hold Contractor harmless for any loss, claims, or damages including personal injury or death asserted against Contractor or which arises in any manner from such use.

3.6 COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. All labor, services and materials to be furnished as part of the Subcontract Work will comply with all applicable federal, state, and local statutes, regulations, rules, and ordinances, including, without limitation, those relating to safety, hazardous waste, discrimination, fair employment, equal opportunity and worker's compensation. Additionally, Subcontractor is responsible for compliance with all building codes. Subcontractor will, solely at its own expense, correct any violations of the obligations in this Paragraph.

3.7 SUBCONTRACTOR'S LICENSE. Subcontractor warrants that it is duly licensed by all applicable government authorities to perform the Subcontract Work, and that it will maintain such licenses at its own expense for a minimum of one (1) year after the date of final acceptance of the Project.

ARTICLE 4 PAYMENT

4.1 GENERAL PROVISIONS

4.1.1 SCHEDULE OF VALUES. Subcontractor will provide a schedule of values satisfactory to Contractor and Owner to be returned with the signed Subcontract, and in any event no more than ten (10) days from the date Subcontractor receives this Subcontract.

4.1.2 PAYMENT USE RESTRICTION. No payment received by Subcontractor will be used to satisfy or secure any indebtedness other than one owed by Subcontractor to a person or entity furnishing labor or materials for use in performing Subcontractor's Work on this project.

4.1.3 PAYMENT USE VERIFICATION. Contractor will have the right at all times to contact Subcontractor's lower tier subcontractors and material suppliers to ensure that the same are being paid by Subcontractor for labor or materials furnished for use in performing Subcontractor's Work.

4.1.4 PARTIAL LIEN WAIVERS AND AFFIDAVITS. Subcontractor will provide, in a form satisfactory to Owner and Contractor, partial lien or claim waivers and affidavits from Subcontractor, and its lower tier subcontractors and material suppliers for the completed portion of Subcontractor's Work. Such waivers may be made conditional upon payment.

4.1.5 SUBCONTRACTOR PAYMENT FAILURE. In the event Contractor has reason to believe that labor, material or other obligations incurred in the performance of Subcontractor's Work are not being paid, Contractor may take any steps deemed necessary to ensure that any payments to Subcontractor are utilized to pay such obligations. If upon receipt of notice of same by Contractor, Subcontractor does not: (a) supply evidence to the satisfaction of Contractor that monies owing to the claimant have been paid; or (b) post a bond indemnifying Owner, Contractor, and Contractor's surety, if any, then Contractor will have the right to retain out of any payments due or to become due to Subcontractor a reasonable amount to protect Contractor from any or all loss, damage or expense,

including attorneys' fees, arising out of or relating to any such payments owing claim or lien, until such time the payment obligation claim or lien has been satisfied by Subcontractor.

4.1.6 USE OF FUNDS. Subcontractor agrees that any and all payments received for the Subcontract Work are trust funds to be held by Subcontractor, and will be used only to pay for the labor and material provided by Subcontractor on this Project, prior to being used for any other purpose. Subcontractor agrees that these funds do not belong to Subcontractor, and are not part of Subcontractor's estate, whether or not Subcontractor files bankruptcy at any time. Subcontractor agrees that it will acquire an interest only in the funds remaining after all of Subcontractor's bills and charges for labor, material, and equipment incurred or to be incurred on this Project have been fully paid by Subcontractor, and Subcontractor has received and delivered to Contractor lien releases and lien waivers as required under this Subcontract. Any prior or subsequent assignment of Subcontractor's rights to the Subcontract receivables to be generated hereunder will apply only to the remaining funds which are not trust funds. All such assignments must be approved by Contractor in writing in advance. Subcontractor will furnish an accounting of the distribution of such payments upon request by Contractor at any time.

4.1.7 PAYMENT NOT ACCEPTABLE. Payment to Subcontractor is specifically agreed not to constitute or imply acceptance by Contractor or Owner of any portion of Subcontractor's Work. No payment on changes constitute or imply acceptance by Contractor until all requirements under this Subcontract have been met.

4.1.8 CONDITION PRECEDENT. Regardless of any term or inference to the contrary in this Subcontract, Contractor and Subcontractor expressly agree that Owner's payment to Contractor on Subcontractor's account is an absolute condition precedent to Contractor's obligation to pay Subcontractor any progress or final payment pursuant to this Subcontract, except to the extent Subcontractor establishes that Owner's failure to make payment to Contractor was caused solely by the fault of Contractor. Subcontractor expressly agrees that it retains the risk of Owner's insolvency or inability to pay Subcontractor's Work, and such risk is not transferred to Contractor under this Subcontract. Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to the Subcontractor, is subject to the same conditions precedent as are applicable to the Contractor's liability to the Subcontractor.

4.1.9 RIGHT OF OFFSET. If Subcontractor has a payment failure, or is in default, suspension or termination for cause under this Subcontract, Contractor will have the right of offset on any Contractor project, in any location, all remaining monies due Subcontractor under this Subcontract. Contractor may retain out of any payments due or to become due to Subcontractor on any other Project a reasonable amount to protect Contractor from any or all loss, damage or expense including attorneys' fees until the payment failure claim, default, suspension, termination for cause or lien has been satisfied by Subcontractor.

4.1.10 PROMPT PAY. Contractor will make payment to Subcontractor in accordance with the prompt payment statutes, if any, in the state in which the project is located. If payment is made to Subcontractor by the 10th day after Contractor's receipt of a proper payment application by Subcontractor, Subcontractor agrees to a 2% early pay discount.

4.2 PROGRESS PAYMENTS

4.2.1 PAYMENT APPLICATION. Subcontractor's progress payment application for Work performed in the preceding payment period will be submitted to Contractor in accordance with the terms of this Subcontract. Contractor will include in Contractor's invoice to Owner, for that same period, an estimate to Owner, the value of all Work, labor and materials of Subcontractor properly incorporated into the Project, in accordance with the provisions of this Subcontract for which estimates have been furnished by Subcontractor and approved by Contractor. Upon learning that the amount certified due for Subcontractor is different from the amount requested by Subcontractor, Contractor will so advise Subcontractor and furnish such information as Contractor may have for the difference.

Unless otherwise directed or authorized, by Contractor, all Applications for Payment and all supporting documents for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Textura payment management system proscribed by Contractor. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of the Textura management system.

4.2.2 RETAINAGE/SECURITY. The rate of retainage shall not exceed the percentage retained from Contractor's payment by Owner for Subcontractor's Work, provided Subcontractor furnishes a bond or other security to the satisfaction of Contractor. If Subcontractor has furnished such bond or security, and its Work is satisfactory, and the Prime Contract Documents provide for reduction of retainage at a specified percentage of completion, then Subcontractor's retainage will also be reduced when Subcontractor's Work has attained the same percentage of completion and Contractor's retainage for Subcontractor's Work has been so reduced by Owner.

However, if Subcontractor does not provide such bond or security, the rate of retainage shall be ten percent (10%) or the required statutory rate under operation of law.

4.2.3 TIME OF PAYMENT APPLICATION. Subcontractor will submit progress payment applications to Contractor no later than the {Contracts.Udf_ContractsProgressduedate}th day of each payment period for Work performed up to and including the last day of the month. The payment application shall indicate Work completed and, to the extent allowed under this Subcontract, materials suitably stored during the preceding payment period.

4.2.4 PAYMENT FOR STORED MATERIALS. Unless otherwise provided in the Prime Contract Documents, and if approved in advance by Owner, applications for payment may include materials and equipment not incorporated in Subcontractor's Work but delivered and suitably stored at the Project site or at some other location agreed upon in writing. Approval of a payment application for such stored items on site shall be conditioned upon submission by Subcontractor of bills of sale and applicable insurance or such other procedures satisfactory to Owner and Contractor to establish Owner's title to such materials and equipment, or must otherwise protect Owner's and Contractor's interests therein, including transportation to the site. Any and all materials stored on the Project site remain the responsibility of Subcontractor, as a result of any damage, theft, fire or act of God, regardless of being paid for or not.

4.2.5 TIME OF PROGRESS PAYMENT. Providing Subcontractor is not in default of this Subcontract, Contractor agrees to pay Subcontractor within seven (7) days upon receipt of payment from Owner. Payment will be limited to the amount received by Contractor on account of Subcontractor's Work.

4.2.6 PROGRESS PAYMENT DELAY. If Subcontractor does not receive a progress payment from Contractor for undisputed work items within seven (7) days after the date such payment is due, as defined in this Subcontract, then Subcontractor, upon giving an additional seven (7) days written notice to Contractor, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to Subcontractor has been received. To the extent obtained by Contractor under the Prime Contract Documents, the Subcontract Price shall be increased by the amount of Subcontractor's reasonable costs of shut-down, delay, and start-up, which shall be effected by appropriate Change Order. If Subcontractor's Work has been stopped for thirty (30) days because Subcontractor has not received progress payments as required hereunder, Subcontractor may terminate this Subcontract upon giving Contractor an additional seven (7) days written notice.

4.2.7 70% PAYMENT APPLICATION AND PROJECT CLOSEOUT DOCUMENTS. Subcontractor understands and acknowledges that the proper and timely closeout of the Project is of the utmost importance to Owner and Contractor. Subcontractor is to become familiar with all documents that are required for the Project closeout manual including but not limited to, manuals, warranties, and guarantees. These documents are considered part of Subcontractor's 70% billing and become due prior to Contractor payment. Amounts from Subcontractor's 70% billing and all subsequent billings may be held at the discretion of Contractor until all closeout documents are received.

4.3 FINAL PAYMENT

4.3.1 REQUIREMENTS. Before Contractor will be required to forward Subcontractor's application for final payment to Owner, Subcontractor will submit to Contractor: (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with Subcontractor's Work for which Owner or Contractor might in any way be liable, have been paid or otherwise satisfied; (b) consent of surety to final payment, if required; (c) satisfaction of required closeout requirements and procedures; and (d) other data if required by Contractor or Owner, such as receipts, releases, and waivers of liens to the extent and in such form as may be designated by Contractor or Owner. Final payment shall constitute a waiver of all claims by Subcontractor relating to Subcontractor's Work, but will not relieve Subcontractor of liability for the obligations assumed under this Subcontract, or for faulty or defective Subcontract Work discovered after final payment.

4.3.2 TIME OF FINAL PAYMENT. Final payment of the balance due of the Subcontract Price shall be made to Subcontractor: (a) upon receipt of Owner's waiver of all claims related to Subcontractor's Work, (b) after written resolution between Contractor and Subcontractor of liens, defective work, and noncompliance with the Prime Contract Documents or warranties, if any and (c) within seven (7) days after receipt by Contractor of final payment from Owner for Subcontract Work.

4.3.3 FINAL PAYMENT DELAY. If Owner or its designated agent does not issue a Certificate for Final Payment or Contractor does not receive such payment for any cause which is not the fault of Subcontractor, Contractor will inform Subcontractor in writing. Contractor will also diligently pursue, with the assistance of Subcontractor, the prompt release by Owner of the final payment due for Subcontractor's Work. At Subcontractor's

request and expense, Contractor will institute all reasonable legal remedies to mitigate the damages and pursue full payment of Subcontractor's application for final payment including applicable interest.

ARTICLE 5 CHANGES

5.1 CHANGES. When Contractor so orders in writing, Subcontractor, will make any and all changes in the Work that are within the general scope of this Subcontract. Adjustments in the Subcontract Price or time, if any, resulting from such changes shall be identified in a Subcontract Change Order pursuant to the Prime Contract Documents. No such adjustment will be made for any such changes performed by Subcontractor that have not been so ordered in writing by Contractor or its authorized representative before the change has begun. All additional work orders/requests will include the Project Superintendent's signature acknowledging that the additional work has been performed.

5.2 TIMELY NOTIFICATION. Timely notice for proposed changes by Subcontractor shall mean written notification to Contractor's office within three (3) working days of the event for which the claim is to be made, or immediately upon Subcontractor's first knowledge of the event. Contractor, Owner and Architect are not responsible for any change if submitted after expiration of the relevant notice period in the Prime General Contract.

ARTICLE 6 SCHEDULING AND COOPERATION

6.1 TIME IS OF THE ESSENCE. Time is of the essence for both Contractor and Subcontractor, and Contractor and Subcontractor mutually agree to perform their respective work so that the entire Project may be completed in accordance with the Prime Contract Documents and the Project Schedule. Contractor shall prepare the Project Schedule and revise it as necessary as the Work progresses. Contractor and Subcontractor agree that their work shall be prosecuted regularly, diligently, and in an uninterrupted fashion.

6.2 DUTY TO BE BOUND. Both Contractor and Subcontractor will be bound by the Project Schedule and acknowledge the Project Schedule is an integral part of this Subcontract. Subcontractor shall provide Contractor with any requested scheduling information for Subcontractor's Work. The Project Schedule, including Subcontractor's scheduled Work, and all subsequent changes thereto will be available for Subcontractor's review in advance of the required performance at the request of Subcontractor. It is mutually understood that the Project Schedule is subject to change and may be revised to reflect the condition of the Project. It is the sole responsibility of Subcontractor to obtain the current Project Schedule and schedule updates from Contractor's Authorized Representative(s).

6.3 SCHEDULE CHANGES. Subcontractor recognizes that changes will be made in the Project Schedule and agrees to comply with such changes subject to a reservation of rights arising hereunder.

6.4 SCHEDULE DELAY. If in the sole opinion of Contractor the Project Schedule is not being maintained by Subcontractor, Subcontractor agrees to provide any additional worker hours, labor, equipment and material necessary to accommodate the Project Schedule. Contractor's Authorized Representative(s) will communicate the additional requirements to Subcontractor as necessary. All additional costs are to be the exclusive responsibility of Subcontractor.

6.5 RIGHT TO ACCELERATE. Contractor, if it deems necessary, may accelerate Subcontractor by directing Subcontractor to work overtime. If Subcontractor is requested to perform substantial overtime work by Contractor due to no fault of Subcontractor, reimbursement costs will be determined by utilizing only Subcontractor's actual worker payroll record costs for reimbursements.

Subcontractor has taken into account, and has made allowances for, any and all delays which should be reasonably anticipated or foreseeable. This may include, but is not limited to, off-hours work or multiple move-ins to accommodate the Project Schedule. Subcontractor agrees to provide this work at no additional cost to the Contractor.

6.6 SUBMITTALS. Schedule information for Subcontractor's work must be received by the Contractor no later than 10 days from a written notification of intent to award subcontract. Schedule information includes, but is not limited to 1) material delivery dates, 2) long lead items, 3) work activities, 4) work duration per activity and 5) hours per activity. Final schedule submittals for approval must be received by Contractor no later than two weeks after Subcontractor receives this Subcontract or a written Notice to Proceed.

6.7 PRIORITY OF WORK. Contractor will have the right to decide the time, order and priority in which the various portions of the Work shall be performed and all other matters relative to the timely and orderly conduct of Subcontractor's Work. It is expressly understood and agreed that the scheduling and sequencing of the Work is an exclusive right of Contractor and that Contractor reserves such right to reasonably reschedule and resequence Subcontractor's work as the demands of the Project require without any additional costs or expenses being paid to Subcontractor. Subcontractor shall commence its work as soon as the Project is ready for such work or within two (2) days of notice to proceed from Contractor, and if such work is interrupted for any reason, Subcontractor shall resume such work within two (2) working days from Contractor's notice to do so. Subcontractor shall proceed with the work in any orderly and reasonable sequence directed by Contractor and shall complete the work of this Subcontract as required by job progress or the Project Schedule.

ARTICLE 7 INSPECTION, STORAGE AND APPROVAL OF SUBCONTRACT WORK

7.1 SUBCONTRACTOR INSPECTIONS. Subcontractor will be solely responsible for its own inspections of the Subcontract Work for conformance with the Subcontract and the Prime Contract Documents.

7.2 CONTRACTOR/OWNER/ARCHITECT INSPECTIONS. Subcontractor will provide, and will ensure that its lower tier subcontractors and material suppliers provide, sufficient, safe, and proper facilities for the inspection and/or observation of the Subcontract Work by Contractor, Owner, or Architect as may be requested. Subcontractor will, upon request, demonstrate and confirm the quantities and qualities of the materials and equipment being supplied to the Project.

7.3 STORAGE ALLOCATION. Subcontractor will store its equipment, material, and tools only in the areas designated by Contractor. Contractor will allocate adequate storage areas, as available.

7.4 RISK OF LOSS. Subcontractor will be responsible for the receipt, delivery, unloading, storage, warehousing, protection, insurance, and all risk of loss, other than losses covered under the Builder's Risk policy as referenced in section 13.4, relating to any materials or equipment it is to furnish, install, provide, or have provided to it for performance of this Subcontract. Subcontractor shall take any and all necessary precautions to protect properly the finished work of other trades and the Owner from damages caused by its operations. Subcontractor shall promptly reimburse Contractor and/or other Subcontractors for damages caused to their materials and work caused by Subcontractor or anyone under its control or authority. Should Subcontractor fail to pay promptly for such damages, Contractor is hereby authorized to withhold an amount to cover such damages from any payments that become due or any other amounts Contractor may owe Subcontractor.

7.5 MATERIALS FURNISHED BY OTHERS. In the event Subcontractor's Work includes the installation of material or equipment furnished by Contractor or others, it is the responsibility of Subcontractor to examine the material or equipment and handle, store, and install it with such skill and care as to ensure a satisfactory and proper installation. Subcontractor will inspect furnished material or equipment at the time of receipt and will promptly notify Contractor, in writing, of any defects or nonconformity in said material or equipment. Failure to so notify Contractor will be an acceptance of the material or equipment as suitable for the Subcontract Work.

7.6 CORRECTION OF NON-COMPLYING WORK. Subcontractor will, within seventy-two (72) hours after notice from Contractor or immediately upon notice from Contractor in emergency or critical path situations, remove any designated portion of Subcontractor Work which is condemned or is disapproved as not being in compliance and conformity with the requirements of this Subcontract or the Prime Contract Documents. Subcontractor will promptly, at its own expense, correct the same. If Contractor determines that it will accept nonconforming Work, Contractor will be entitled to an equitable credit for the nonconformity.

7.7 PUNCH LIST OBLIGATIONS. Subcontractor will promptly perform any and all punch list work submitted to it by Contractor. If this work is not performed within five (5) working days from Contractor's written notice of such work, then without waiving any other remedies it has, Contractor may complete the work and deduct the cost from the Subcontract Price.

ARTICLE 8 SUBMITTALS AND RECORD DRAWINGS

8.1 SUBCONTRACTOR SUBMITTALS. Subcontractor will prepare and submit to Contractor in a timely manner all shop drawings, product samples, test results, installer's instructions, certificates, and other required submittals and obtain all required approvals, permits, and licenses necessary or required in connection with the

Subcontract Work. In no event shall said items be submitted to Contractor later than thirty (30) days following the award of this Subcontract without the written consent of Contractor. All materials must be submitted to Contractor for approval before incorporation into the Project.

8.2 CONTRACTOR REVIEW. Contractor's review of shop drawings or other submittals will be for general concept only. Approval by Contractor of any submittals of Subcontractor will not relieve Subcontractor of liability for any deviations from the Prime Contract Documents or this Subcontract.

8.3 PROJECT CLOSEOUT DOCUMENTS. Subcontractor will submit to Contractor on or before fifteen (15) days of the completion of the Subcontract Work record drawings of the Subcontract Work, and all warranties, guarantees, and maintenance and operation manuals with respect to the Subcontract Work.

ARTICLE 9 SAFETY, CLEAN-UP, AND JOB SITE MEETINGS

9.1 SAFETY AND CLEANUP. Subcontractor shall follow Contractor's clean-up and safety directions, and (a) at all times keep the building and premises free from debris and unsafe conditions resulting from Subcontractor's Work; and (b) broom clean each work area prior to discontinuing work in the same. If Subcontractor fails to immediately commence compliance with such safety duties or commence clean-up duties within 24 hours after receipt from Contractor of written notice of noncompliance, Contractor may implement such safety or clean-up measures without further notice and deduct the cost thereof from any amounts due or to become due Subcontractor.

Subcontractor and its lower tier subcontractors will take all safety precautions with respect to their Work, shall complete the work in strict compliance with all safety measures required by the Prime Contract Documents, this Subcontract, and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property. Subcontractor recognizes Exhibit B as an integral part of this Subcontract. Subcontractor shall be liable to Contractor and shall defend, indemnify and hold Contractor harmless for any claims, fines or citations of any type asserted or for any additional costs Contractor incurs as a result of Subcontractor's failure to comply with all applicable safety standards and regulations, or failure to operate and perform its work safely.

9.2 JOB SITE MEETINGS. Subcontractor will attend all job site meetings relevant to the Subcontract Work, including regular informational, progress, and safety meetings.

ARTICLE 10 ASSIGNMENT, LOWER TIER SUBCONTRACTORS, AND MATERIAL SUPPLIERS

10.1 CONTRACTOR APPROVAL. In conjunction with executing this Subcontract, Subcontractor will submit to Contractor for approval a list of all material suppliers and lower tier subcontractors which Subcontractor proposes to utilize in performing the Subcontract Work on Exhibit C, an integral part of this subcontract. Subcontractor is responsible to immediately notify Contractor in writing of any change in material suppliers and lower tier Subcontractors during the course of the project by receiving a revised Exhibit C from Subcontractor.

10.2 SUBCONTRACTOR ASSIGNMENT. Subcontractor will not assign or sublet its obligations to perform this Subcontract or any part thereof without Contractor's prior written consent. Any such assignment or subletting without such written consent is void.

Contractor's consent to any such assignment or subletting will not in any manner relieve Subcontractor of its obligations to Contractor for the Subcontract Work, and Subcontractor will remain fully liable for the work of its material suppliers, assignees, and lower tier subcontractors.

10.3 CONTRACT ASSIGNMENT. Contractor will have the right to assign all or any portion of its rights and interests in this Subcontract to Owner, Owner's lender, Contractor's surety, a joint venture or partnership in which Contractor is a joint venture or partner, or to another corporation which is affiliated with Contractor, and Subcontractor will thereupon have all of the same duties and obligations to the assignee as if the assignee had been the original contracting party hereto.

ARTICLE 11 AUTHORIZED REPRESENTATIVES

11.1 SUBCONTRACTOR SUPERINTENDENT. Subcontractor will furnish a competent and experienced superintendent, approved by Contractor, at the Project at all times when Subcontractor's work is in progress. This superintendent will have absolute authority to act, in all respects, on behalf of Subcontractor. Subcontractor will not replace this superintendent without prior approval of Contractor, which approval shall not be unreasonably withheld.

11.2 CONTRACTOR REPRESENTATIVE. Contractor will designate in writing one or more persons who will be Contractor's authorized representative(s), on-site and off-site. The authorized representative(s) shall be the only person(s) Subcontractor shall look to for instructions, orders, and for directions, except in an emergency.

ARTICLE 12 DISPUTE RESOLUTION

12.1 CLAIMS. All claims by Subcontractor relating to Subcontractor's Work, including without limitation, any claimed adjustment to the Subcontract Price and any claimed delay in prosecution of Subcontractor's Work (collectively, a "Claim") shall be submitted to Contractor in writing within 72 hours after the occurrence of the event giving rise to the Claim or, if earlier, in advance of the time required for submitting any such Claim under the Prime Contract Documents. Any Claim not timely submitted shall be deemed waived by Subcontractor. Unless otherwise agreed in writing, Subcontractor shall continue to prosecute Subcontractor's Work and maintain the Project Schedule pending resolution of any Claim. Any failure of Subcontractor to continue diligent and timely prosecution of Subcontractor's Work shall be deemed a material breach of this Subcontract, entitling Contractor to all remedies provided hereunder, as well as other remedies which may exist as a matter of law.

12.2 DISPUTE RESOLUTION INVOLVING OWNER. In the event of any dispute or claim between Contractor and Owner which directly or indirectly involves Subcontractor's Work, or in the event of any dispute or claim between Contractor and Subcontractor which directly or indirectly involves a claim against Owner for either additional compensation or an extension of time under the Prime Contract Documents, Subcontractor agrees to be bound to Contractor and Contractor agrees to be bound to Subcontractor by all decisions, findings or determinations made by the person so authorized in the Prime Contract Documents, by an administrative agency, court of competent jurisdiction, or arbitration panel, whether or not Subcontractor is a party to the proceedings before said person, agency, court or panel. If any dispute or claim is prosecuted or defended by Contractor, Subcontractor agrees to cooperate fully with Contractor and to furnish all documents, statements, witnesses and other information required by Contractor for such purpose and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorney's fees, incurred in connection therewith to the extent of Subcontractor's interest in such claim or dispute. It is expressly understood and agreed in connection with the determination of such claims or disputes that, as to any and all work done and agreed to be done by Subcontractor, and as to any and all damages, if any, insured by Subcontractor in connection with the Project, Contractor shall never be liable to Subcontractor to any greater extent than Owner is liable to Contractor. If a dispute between Contractor and Subcontractor is not subject to the dispute resolution procedure set forth in the Prime Contract Documents, then the dispute resolution procedure set forth in this Article 12 shall apply.

12.3 MEDIATION AND ARBITRATION. All other disputes or claims by and between Contractor and Subcontractor arising out of or relating to this Subcontract, the Prime Contract Documents, the performance of the Subcontract Work, or otherwise relating to the Project, shall be resolved by mediation, and then arbitration, all in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, as supplemented by this Article 12. The decision of the arbitrator shall be final and binding upon the parties, and may be enforced by either party in any court of competent jurisdiction.

12.4 NO JOINDER. No arbitration shall include by consolidation, joinder or in any other manner, parties other than Owner, the Architect, Contractor, Subcontractor and any other persons substantially involved in a common question of fact or law, whose presence is required if complete relief is to be accorded in the arbitration.

12.5 NOTICE. Notice of the demand for mediation/arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for mediation/arbitration will be made within the time limits specified in the Prime Contract and this Subcontract where applicable, and in all other cases within 60 days of occurrence of the event given rise to the claim.

12.6 WORK TO CONTINUE. Subcontractor will proceed with the Subcontract Work and maintain its progress in all respects during the pendency of any mediation/arbitration or litigation.

ARTICLE 13 INSURANCE

13.1 SUBCONTRACTOR’S INSURANCE. Prior to start of Subcontractor’s Work, Subcontractor will procure for Subcontractor’s Work and maintain in force Worker’s Compensation Insurance, Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance and Builder’s Risk Insurance, if required, and all other insurance required of Contractor by the Prime Contract Documents. This insurance shall include contractual liability insurance covering Subcontractor’s indemnity obligations under this Subcontract.

13.2 MINIMUM LIMITS OF LIABILITY. Subcontractor will obtain insurance with limits as specified below, or such higher limits if imposed by Owner or by the Prime Contract Documents.

TYPE OF INSURANCE	ALL LIMITS IN THOUSANDS	
Commercial General Liability		
Premises/Operations	General Aggregate (Per Project)	\$2,000
Products/Completed Operations	Products Comp/OPS Aggregate	\$2,000
Contractual	Personal & Advertising Injury	\$1,000
Independent Contractors	Each Occurrence/Combined	\$1,000
Broad Form Property Damage	Single Limit (BI/PD)	
Personal Injury		
Explosion/Collapse/Underground (XCU)		
Automobile Liability		
Any Auto or All Owned Autos	Bodily Injury (Per Person)	\$1,000
Hired Autos	Bodily Injury (Per Accident)	\$1,000
Non-Owned Autos	Property Damage	\$1,000
	or Combined Single Limit	\$1,000
Umbrella or Excess Liability Per Project Aggregate	All Subcontractors	\$5,000
Workers’ Compensation (Coverage A)	Coverage A – Statutory	
Employer’s Liability (Coverage B)	Coverage B – \$500 (Each Accident)	
	\$500 (Disease - Policy Limit)	
	\$500 (Disease - Each Employee)	
Errors and Omissions (when any design or professional services of any type is supplied)	Per Occurrence/Claim	\$1,000
	Aggregate with 3 Year Tail if Claims Made	\$1,000

13.3 POLICIES. Comprehensive General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. Said insurance to be issued by a financially responsible company or companies and which has an A.M. Best Rating of A- or better, and Contractor may waive this requirement in writing in case a Subcontractor is self-insured. Before beginning any Work under this Subcontract, Subcontractor will provide insurance certificates showing compliance with these insurance requirements and indicating the coverages and limits cannot be materially changed or cancelled without at least thirty (30) days prior written notice to Contractor. Subcontractor shall also provide Contractor with a copy of the exclusions to its general liability insurance policy. Non-Compliance with these specifications could result in the withholding of a progress payment.

Liability insurance policies (except for professional errors and omissions) must be a claims occurrence policy form, and not a claims made type of policy.

13.4 BUILDER’S RISK INSURANCE. Builder’s Risk coverage, per any General and Special Conditions, will be provided by {Contracts.Udf_ContractsBldrsrskins}. If Builder’s Risk coverage is provided by Contractor, Subcontractor shall be named as an additional insured under said policy.

The Contractor and Subcontractor waive all rights against each other and Owner, the Architect, separate Contractors, and all other Subcontractors for loss or damage to the extent covered by Builder’s Risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance.

Upon written request of Subcontractor, Contractor will provide Subcontractor with a copy of the Builder’s Risk policy of insurance or any other equipment insurance in force for the Project and procured by Contractor.

If not covered under the Builder’s Risk policy of insurance or any other property or equipment insurance required by the Prime Contract Documents, Subcontractor will procure and maintain, at Subcontractor’s own expense, property

and equipment insurance for portions of Subcontractor's Work stored off the site or in transit, when such portions of Subcontractor's Work are to be included in any application for payment.

If Builder's Risk insurance is provided by Contractor or Owner, any deductible amounts shall be borne by Contractor, Subcontractor and material Suppliers making claims in direct proportion as their individual losses bear to the total loss.

13.5 ADDITIONAL INSURED ENDORSEMENT. Subcontractor's Commercial General Liability and Business Automobile Liability Policies must include Contractor, Owner, and others as required by the Prime Contract Documents as Additional Insureds and Contractor shall be given all the same rights and insurance coverage under the General Liability Policy including coverage for completed operations as given Subcontractor. No insurance coverages given Subcontractor under the General Liability Policy shall be deleted or not provided to Contractor. In the event that any insurer issues a reservation of rights for Contractor as an additional insured, Contractor shall be entitled to employ independent counsel at Subcontractor's expense. Contractor shall have the right to approve the form of the Additional Insured endorsement. Subcontractor's insurance shall be deemed primary without right of contribution as against Contractor insurance.

13.6 DEDUCTIBLES. Subcontractor will be responsible for all deductibles and self-insured retentions of any type for all insurance required of Subcontractor. If the Subcontractor's Work is insured under an owner-controlled insurance program (OCIP) or Contractor-controlled insurance program (CCIP), Subcontractor will be obligated to pay deductibles or self-insured retention, as defined in the OCIP or CCIP, for losses related to Subcontractor's work.

13.7 CANCELLATION, RENEWAL OR MODIFICATION. Subcontractor shall maintain in affect all insurance coverage required under this Subcontract at Subcontractor's sole expense and with insurance companies acceptable to Contractor. All insurance policies shall contain a provision that the coverage afforded thereunder shall not be cancelled or not renewed, nor restrictive modifications added, until at least thirty (30) days prior written notice has been given to Contractor, unless otherwise specifically required by the Prime Contract Documents. Certificate of Insurance, or certified copies of policies acceptable to Contractor, shall be filed with Contractor prior to the commencement of Subcontractor's Work. In the event Subcontractor fails to obtain or maintain any insurance coverage required under this Subcontract, Contractor may purchase such coverage and charge the expense thereof to Subcontractor, or terminate this Subcontract.

13.8 WAIVER OF SUBROGATION. The liability of all Subcontractors and material suppliers of all tiers to Contractor shall in no way be limited to the insurance limits specified by this rider. Subcontractor agrees to waive, and shall require all Subcontractors of every tier to waive, all subrogation rights against Contractor, Owner and others as defined in the Prime Contract Documents. If the policies of insurance referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

ARTICLE 14 BONDS

14.1 BONDS. Subcontractor will, when requested by Contractor, furnish to Contractor duly executed Performance and Payment Bonds or such substitute security as is acceptable to Contractor. Said bonds will be issued by a surety company and in such format as are satisfactory to Contractor. Unless otherwise specified, said Bonds shall each be in the full amount of the Subcontract Price, and shall be promptly increased if the Subcontract Price is increased more than 15% above the original Subcontract Price. Failure to timely furnish the requested Bonds or to increase promptly the amounts thereof may be deemed a material breach of this Subcontract and Contractor may terminate this Subcontract.

14.2 SURETY TERMINATION. The insolvency of the surety company or the revocation of the surety's right to do business or license to issue bonds in the State where the Project is located, or the removal of the surety company from the list of federally approved sureties, as indicated by the Federal Register, shall be deemed a material breach of this Subcontract and Contractor may terminate this Subcontract, unless within seven (7) days following notification to Subcontractor by Contractor of such occurrence, Subcontractor furnishes substitute security acceptable to Contractor.

ARTICLE 15 INDEMNIFICATION

15.1 SUBCONTRACTOR INDEMNITY. To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Owner, the Architect, Contractor (including its affiliates, parents and subsidiaries) and other contractors and subcontractors and all their agents and employees from and against all claims, damages, loss and expenses, including but not limited to attorney's fees and disbursements paid or incurred by Contractor as part of the loss or damage or to enforce the provisions of this paragraph, arising out of or resulting from the performance of Subcontractor's Work including, but not limited to: (a) any such claim, damage, loss, or expense is attributable to bodily injury, sickness, diseases, or death, or to injury to or destruction of tangible property (other than Subcontractor's Work itself) including the loss of use resulting therefrom, to the extent caused in whole or in any part by any negligent act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable; and (b) such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Article. Loss or damage due to acts of Subcontractor will be deducted from the amounts otherwise due Subcontractor.

15.2 INSURANCE FOR INDEMNITY OBLIGATION. Subcontractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage and endorsements as will insure the provisions of this subcontract.

15.3 NO LIMITATION UPON INDEMNITY LIABILITY. In any and all claims against Owner, the Architect, Contractor (including its affiliates, parents and subsidiaries) and other contractors or subcontractors, or any of their agents or employees, by any employee of Subcontractor, anyone directly or indirectly employed by this Subcontractor or anyone for whose acts Subcontractor may be liable, the indemnification obligation under this Article 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 or workmen's compensation acts, disability benefit acts or other employee benefit acts.

15.4 ARCHITECT EXCLUSION. The obligations of Subcontractor under this Article 15 shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

15.5 INTELLECTUAL PROPERTY INDEMNITY. Except as otherwise provided by the Prime Contract Documents, Subcontractor shall pay all royalties and license fees that may be due on the inclusion of any copyrighted, trademarked, or patented materials in the Subcontractor's Work. Subcontractor shall defend and indemnify Contractor and Owner from and against all suits or claims for infringement of any intellectual property rights, including copyright, trademark, and patent rights arising out of Subcontractor's Work, which may be brought against Contractor or Owner.

ARTICLE 16 TAXES

16.1 GENERAL TAXES. Subcontractor will pay all taxes, contributions, assessments, or fees imposed directly or indirectly on account of its work, labor, material, or services required under or relating to this Subcontract. At no time shall there be any increase or escalation in the Subcontract Price on account of any such tax or charge unless allowed by the Prime Contract Documents. Subcontractor will, if requested by Contractor, substantiate that all taxes and other charges have been and are being properly paid.

16.2 EMPLOYMENT TAXES. Subcontractor will be responsible for all payments of taxes, contributions, and/or premiums payable on its employees or on its operations under Worker's Compensation Laws, Employment Welfare Benefit Plans, gross business taxes, and sales and use taxes and any other taxes, contributions and/or premiums which may become payable by operation of law or contract, including contributions payable by the employees, and Subcontractor shall save Contractor harmless from all liability, loss and expense resulting from Subcontractor's failure to comply with such requirements. At no time will there be any increase or escalation in the Subcontract Price on account of any such tax or charge unless allowed by the Prime Contract Documents. Subcontractor will, if requested by Contractor, substantiate that all taxes and other charges have been and are being properly paid. If any claim or demand is made against Contractor for any matter enumerated herein, any payment due, or thereafter to become due to Subcontractor shall be held by Contractor to cover such losses and expenses, including reasonable attorneys' fees.

**ARTICLE 17
LABOR RELATIONS**

17.1 HARMONIOUS LABOR RELATIONS. Subcontractor will do whatever is reasonably necessary in the prosecution of the Subcontract Work to assure harmonious labor relations at the Project and to prevent strikes or other labor disputes. Subcontractor will fully abide by all labor agreements, project agreements, and jurisdictional decisions presently in force or subsequently executed with or by Contractor. Subcontractor's failure to so act may be deemed a material breach of this Subcontract.

17.2 WORK STOPPAGE. Should any workers performing work required by this Subcontract engage in any strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, such circumstances shall, notwithstanding any provision of the Prime Contract Documents, be deemed a failure to perform by Subcontractor.

Subcontractor agrees that, in the event of a labor dispute, it will use all lawful means available under law, any applicable union agreement or project agreement to cure the dispute as quickly as possible so as to cause the minimum delay to the Project. In the event Subcontractor fails to act expeditiously, Contractor may exercise any rights it may have under the law and Subcontractor will indemnify Contractor for any costs incurred.

17.3 PERSONNEL. Subcontractor agrees to employ no person who may be reasonably objectionable to Contractor and to remove such person from the Project upon the Contractor's reasonable objection.

**ARTICLE 18
EQUAL OPPORTUNITY**

18.1 EMPLOYMENT. In connection with the performance of work under this Subcontract, Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subcontractor agrees to post hereafter, in conspicuous places, available for employees and applicants for employment, notices, prepared by Subcontractor, and approved by the government when required, setting forth the provisions of this Article.

18.2 BUSINESS ENTERPRISE. Subcontractor will use its best efforts to afford minority, female and small business enterprises the opportunity to participate in the performance of work on this project.

18.3 SPECIAL PROVISIONS. Subcontractor shall conform to all equal opportunity requirements in accordance with the Prime Contract Documents and this Subcontract.

18.4 NON-COMPLIANCE. In the event of Subcontractor's noncompliance with the equal opportunity provisions of this Subcontract, this Subcontract may be terminated for default under Article 21

**ARTICLE 19
GUARANTEES AND WARRANTIES**

19.1 SUBCONTRACTOR GUARANTEES AND WARRANTIES. Subcontractor, in addition to all other guarantees and warranties contained in or required by the Prime Contract Documents, and not in limitation thereof, warrants and guarantees that its Work is in conformance in all respects with the Prime Contract Documents and this Subcontract and that it shall provide all necessary maintenance of the Subcontract Work until final acceptance of the Project. For a minimum of one year after the date of final acceptance of the Project or said longer period as the Prime Contract Documents may provide, perform any corrective work on the Subcontract Work without cost, as directed by Contractor.

**ARTICLE 20
OWNER RELATIONSHIP**

20.1 NON-INTERFERENCE. Subcontractor will not interfere with Contractor's relationship with Owner. In particular, Subcontractor will not enter into any other contract relating to the Project without Contractor's prior written consent.

ARTICLE 21
DEFAULT, SUSPENSION, TERMINATION

21.1 SUBCONTRACTOR DEFAULT, SUSPENSION OR TERMINATION FOR CAUSE. Should Subcontractor (a) fail to proceed with the Subcontract Work in the sequence directed by Contractor, (b) fail to prosecute the Subcontract Work diligently (including but not limited to failure to provide sufficient numbers of skilled workmen or proper materials, or failure to adhere to the applicable performance schedules), (c) cause delay or disruption of the work of Contractor or other subcontractors or material suppliers on the Project, (d) fail to perform any of its obligations under this Subcontract, (e) fail to perform the Subcontract Work in accordance with the Prime Contract Documents, (f) file bankruptcy, assign assets for the benefit of creditors, become insolvent, or be unable or fail to pay its obligations as they mature, or (g) repeatedly perform the Subcontract Work in a manner which is rejected by the Architect or governmental inspectors having jurisdiction over the Project, then Contractor may deem Subcontractor to be in default and, at Contractor's sole option, and without limitation on other remedies available at law or in equity, take one or more of the following actions:

1. Take temporary possession for a period of up to 120 hours of all Subcontractor's material and equipment intended for performance of the Subcontract Work (whether or not located on the Project site) in order to assure its availability for completion of the Subcontract Work;
2. Upon forty-eight (48) hours prior written notice of the default (and provided the default is not fully cured within forty-eight (48) hours), itself cure the default at Subcontractor's expense plus ten percent (10%) for Contractor's overhead and fee, and deduct the cost thereof from the Subcontract Price; where the work of other contractors will be materially delayed, Contractor may proceed without notice to cure the default at Subcontractor's expense plus ten percent (10%) for Contractor's overhead and fee, and deduct the cost thereof from the Subcontract Price;
3. Upon forty-eight (48) hours prior written notice of the default (and provided the default is not fully cured within forty-eight (48) hours), give Subcontractor written notice of termination of this Subcontract and, at Contractor's option, take permanent possession of all of Subcontractor's material, equipment, manuals, records, drawings, and other items intended for the performance of the Subcontract Work (whether or not located on the Project site), which Subcontractor hereby assigns and transfers to Contractor for such purpose, subject only to Contractor's exercising its option pursuant to this Paragraph 21.1.1.

21.2 PAYMENT OF TERMINATION COSTS. In the event of termination of this Subcontract as provided in Paragraph 21.1.3, Subcontractor will receive no further payment of any unpaid portion of the Subcontract Price until such time as the Subcontract Work is completed, at which time Subcontractor will be entitled to the unpaid portion of the Subcontract Price, less all costs and expenses (including reasonable attorneys' fees) incurred by Contractor in curing said default and completing the Subcontract Work plus ten percent (10%) for Contractor's overhead and fee. If Contractor's said costs, expenses, overhead and fee exceed the unpaid portion of the Subcontract Price, Subcontractor and its surety will be liable for, and will promptly pay to Contractor, such excess amount and Contractor shall have a lien upon Subcontractor's materials, tools, and equipment in Contractor's possession to secure payment thereof.

21.3 TERMINATION OF SUBCONTRACTOR FOR CONVENIENCE. The Contractor may order Subcontractor in writing to suspend, delay, interrupt, or terminate all or any part of Subcontractor's Work for such period of time as may be determined to be appropriate for the convenience of Contractor. Subcontractor will notify Contractor in writing within ten (10) working days after receipt of Contractor's order of the affect of such order upon Subcontractor's Work, and the Subcontract Price or Subcontract time will be adjusted by Change Order for any reasonable increase in the time or cost of performance of this Subcontract caused by such suspension, delay, or interruption, provided that Contractor receives such compensation from Owner. No claim under this Article will be allowed for any costs incurred more than ten (10) working days prior to Subcontractor's notice to Contractor. Neither the Subcontract Price nor the Subcontract time will be adjusted under this Article for any suspension, delay or interruption to the extent that the suspension, delay, or interruption was caused in whole or in part by the fault or negligence of Subcontractor.

ARTICLE 22
LIQUIDATED DAMAGES

22.1 ASSESSMENT OF LIQUIDATED DAMAGES. If the Prime Contract Documents provide for liquidated or other damages for delay beyond the completion date per day set forth in the Prime Contract Documents, and are so assessed, Contractor will assess same against Subcontractor for each calendar day that any part of the Work remains incomplete after the expiration of the time specified and/or allowed for completion of the Work stipulated in the Prime Contract. Subcontractor's share of the responsibility for such delay will be in proportion to the delay of Subcontractor's work and its effect on final project completion. However the amount of such assessment will not exceed the amount assessed against Contractor. On this project, liquidated damages will be assessed as follows:

{Contracts.Udf_ContractsLiqDamagesSubstantial} per each and every calendar day after Substantial Completion
 {Contracts.Udf_ContractsLiqDamagesFinal} per each and every calendar day beyond Final Completion

**ARTICLE 23
GENERAL PROVISIONS**

23.1 APPLICABLE LAW. This Subcontract will be governed by the law of the state in which the Project is located; provided however, not if a different choice of law is provided for in the Prime Contract Documents, that choice of law will apply.

23.2 NO THIRD-PARTY BENEFICIARIES. This Subcontract and these Terms and Conditions are solely for the benefit of Contractor and Subcontractor. There are no third-party beneficiaries.

23.3 SAVINGS CLAUSE. Should any clause in this Subcontract or these Terms and Conditions be invalid or unenforceable, the remaining clauses will remain in full force and effect.

23.4 WAIVER. Waiver by Contractor of any particular breach hereof by Subcontractor will not constitute waiver of any other breach of the same or another provision.

23.5 TITLES. The titles given to Articles or Paragraphs in this Subcontract are for reference only and shall not be relied upon or cited for any other purpose.

23.6 ENTIRE AGREEMENT. This Subcontract represents the entire and integrated agreement between Contractor and Subcontractor and supercedes all earlier negotiations, representations, or agreements, whether written or oral. Changes to this Subcontract or Exhibits are invalid and not binding unless approved in writing or initialed by Contractor.

IN WITNESS WHEREOF, the parties have executed this Subcontract effective as of the day and year first above written.

{LegalDocInfo.ContrName} and its subsidiaries	{ToCompany.Name}
Contractor	Subcontractor
Signature:	Signature:
By: {Contracts.FromSignedBy}	By:
Its: {Contracts.FromSignedByTitle}	Its:

Revision Date: 5/8/03

Exhibit A

SCHEDULE

See Attached A&P project Schedule

Exhibit B

Safety

SAFETY. The prevention of accidents or injuries on, about, or in the vicinity of the project site is the Subcontractor's responsibility. For purposes of this Exhibit, the term Subcontractor shall be deemed to include subcontractors and suppliers of all tiers. The Subcontractor must perform its Work in a safe manner, must fully comply with safety measures of Contractor, Subcontractor, and those imposed by the Contract Documents, and must adhere to the applicable industry standards, laws, ordinances, rules, regulations, codes and orders of public authorities bearing upon the safety of persons or property or their protection from damages, injury or loss. Subcontractor must abide with all Federal, State OSHA and Adolphson & Peterson jobsite requirements relative to safety and the prevention of accidents or injuries. Subcontractor shall follow the most stringent safety standard where any inconsistency exists among those referenced in the preceding sentence. Subcontractor shall impose all obligations in this Exhibit on its subcontractors and suppliers of all tiers.

The Subcontractor shall be solely responsible for the protection and safety of its employees, and the employees of its subcontractors and suppliers of all tiers, for the final selection of all safety methods and means, for required safety reports and records, for daily inspection of its Work area and its employees' safety equipment, and for the continual instruction of its employees on health and safety, including weekly safety meetings. The Subcontractor must actively promote safe working performances and practices on the part of its employees and the employees of its subcontractors and suppliers of all tiers. Subcontractors shall also provide to Adolphson & Peterson a list of its subcontractors they intend to use on site. Additionally, subcontractors shall insure that all its subcontractors meet the insurance requirements for this project, including the additional insured endorsement. It is the responsibility of the subcontractor to insure that certificates and endorsements from their subcontractors are received and current prior to the sub-subcontractor arrival on site.

The Subcontractor must establish and maintain a safety program implementing safety measures, policies and standards conforming, on a comprehensive basis, to its obligations under these paragraphs, which safety program shall include provisions for selection of safety methods and means, conveyance of information and instruction with regard to those safety methods and means to its employees, safety meetings of its employees at least once a week, maintenance of required safety reports and records, periodic inspections of its Work area and equipment to detect and correct hazardous conditions, safety rule violations and unsafe Work practices, and enforcement of corrective actions as required.

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Owner, the Architect, Contractor (including its affiliates, parents and subsidiaries) and other contractors and subcontractors and all their agents and employees from and against all claims, damages, loss and expenses arising out of or resulting from the performance of Subcontractor's Work, including but not limited to, any such claim, damage, loss, or expense is attributable to bodily injury, sickness, diseases, or death, or to injury to or destruction of tangible property (other than Subcontractor's Work itself) including the loss of use resulting therefrom, to the extent caused in whole or in any part by any negligent act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable.

ASBESTOS. The Subcontractor must notify the Contractor if any material containing asbestos is encountered during performance of the Subcontractor's Work. The Subcontractor is prohibited from storing or installing any equipment or material containing asbestos on the project site. The Subcontractor is solely responsible for the prevention of asbestos containing material or equipment to be installed as part of its Work.

HAZARDOUS MATERIAL. The Subcontractor must notify the Contractor if any Hazardous Material is encountered during performance of the Subcontractor's Work. The Subcontractor is prohibited from distributing, removing or storing of any equipment or materials deemed to contain hazardous material, unless required by the Contract Documents. The Subcontractor is solely responsible for prevention of hazardous materials being installed as part of its Work. All subcontractors are responsible for all disposal of chemicals and containers used in the construction of their work on this project. Subcontractors will provide OSHA required material safety data sheets on all chemicals before work is started.

SUBCONTRACTOR SAFETY REQUIREMENTS. Adolfson & Peterson is committed to the elimination of worker injury throughout our operations. Adolfson & Peterson's company wide commitment to Zero Injury is the only logical and humane approach to a safe workplace. We are no longer willing to tolerate any injury to our own workers, or to the worker of any contractor while engaged on our projects. Any lesser commitment conveys the erroneous message that accidents are inevitable and that some level of injuries are acceptable. Meeting this challenge will take time, hard work, and will require a commitment to safety from all employees and contractors on this project.

The following is the minimum criteria to work on this project and is strictly intended for the purpose of eliminating accidents and injuries at the project.

General Safety Requirements

1. Contractors must observe and follow all posted safety signs.
2. Contractors are expected to supply their own personal protective equipment.
3. Contractors must not create tripping hazards.
4. Contractors work area must be cleaned at least daily or more often if needed.
5. Adequate ventilation must be provided when using vapor producing materials or creating high dust levels. Contractor must notify Adolfson & Peterson 24 hours in advance whenever work is being done that may generate any hazardous odors or dust.
6. Contractors may not, under any circumstances, operate or disconnect any device used to control building services until permission has been obtained from the Owner's project manager, communicated through Adolfson & Peterson.
7. The following activities are prohibited and are causes for immediate dismissal:
 - Using alcohol or illicit drugs on site
 - Fighting or horseplay
 - Tampering with equipment
 - Possession of firearms
8. Contractors must investigate and report all work-related injuries and near misses to Adolfson & Peterson Project Manager and/or Superintendent. Adolfson & Peterson Investigation Team will also investigate incident.
9. Site Management/Supervision will attend weekly contractors site safety / progress meeting led by the A&P Superintendent.
10. All workers are required to attend a mandatory site safety meeting while actively working on this site. This safety meeting will be held on a regularly scheduled time and day as established by the A&P Superintendent.
11. Contractors will conduct weekly employee toolbox meetings and copy Adolfson & Peterson with material covered and attendance record. This meeting is scheduled and led by a Contractor representative.
12. No radios or headsets are allowed in work areas.
13. Contractors must submit safety plans and hazard specific work plans to Adolfson & Peterson if so requested.
14. Square Rebar caps or the equivalent are required on all vertical exposed impalement hazards. This includes but is not limited to rebar, form stakes, conduit etc.
15. Form stakes are to be capped immediately upon installation

16. Forklifts are not allowed to lift any personnel for any reason. Man baskets attached to forklifts are not allowed.

Personal Protective Equipment

1. 100% Eye protection will be required on the project. Those individuals with prescription eyewear that are not Z-87 safety glasses will however be allowed to wear them. It is suggested that employees with prescription glasses either purchase approved Z-87 safety glasses or be given safety glasses that fit over their prescription glasses to be used when the task requires safety glasses. Only clear glasses are allowed indoors or in low light work areas. Sunglasses are not acceptable eye protection at any time.
2. A 100% Tie-Off policy is required when working in exposed areas six feet or more above the working surface or other protective systems must be provided as per OSHA regulation.
3. Hard hats are required at all times.
4. Employees must be properly clothed while working. Minimum attire will include long pants, T-shirt and sturdy work boots. Shorts, tank tops and tennis shoes are not permitted.
5. Safety harnesses, lanyards, face shields, hearing protection and all other personal protective equipment must be worn where it is warranted by the hazard exposure or when required.

Fall Protection/Scaffolding

1. Unattended floor openings must be covered, planking or sheathing strong enough to support the intended load, must be used. The cover must be suitably marked and secured. Instead of a cover, guardrails, mid-rails and toe-boards may be installed.
2. When working at heights greater than 6 feet, fall protection must be used. Acceptable methods include safety nets, guardrails or personal fall arrest systems. Safety belts are NOT acceptable for fall arrest; a harness must be worn when using fall arrest equipment. If fall protection is not feasible, a fall protection plan meeting the requirement of CFR 1926.502 (K) must be submitted.
3. Structural steel erection activities will meet the fall protection requirements of OSHA 1926 CFR Subpart R- Steel Erection at a minimum.
4. Scaffold will be erected to include proper ladder or stair access, guardrails, toe-boards and decked fully. Rolling scaffold will be equipped with brakes on all casters and a diagonal brace for mobile scaffolds other than baker scaffolds. Scaffolds will be fully decked and guardrails provided, or workers will wear fall protection consisting of full body harness with shock absorbing lanyard.
5. An identified competent person(s) will inspect scaffolds daily and supervise all erection and dismantling operations.
6. All scaffolds exceeding a height to minimum base dimension ratio of 4:1 will be secured.
7. Ladders must be used properly. Stepladders should not be used as an extension ladder. Ladders must have safety feet or a kick plate installed.
8. All scaffolds installed on concrete or solid floors must have the manufacturer provided base plates for that system installed in addition to wood cribbing.

Fire Protection

1. Fire exits, exit corridors, emergency showers, electrical panels and fire extinguishers cannot be blocked.

2. Flammable liquids must be properly labeled, in OSHA approved cans and must be stored in approved locations. Plastic fuel containers are not allowed. Adequate ventilation must be present where flammable liquids are used or stored.
3. Contractors must supply their own approved fire extinguishers for hot work.
4. Fire retardant tarps may be required for spark-producing activities.

Welding and Cutting

1. The following precautions must be taken for cutting and welding activities:
 - Approved helmets with proper face shields will be worn to protect against arc, radiation or spatter exposures.
 - Approved welding curtains must be provided to protect bystanders from exposure where necessary. Signs must be posted to warn personnel.
 - Proper ventilation must be provided at all times and especially when working in confined spaces.
 - Approved fire extinguishers must be provided by the contractor.
 - Fire watch personnel may be required when welding or cutting inside the building in high-risk areas.
2. Compressed gas cylinders must be secured at all times and the protective cap in place when not in use.

Electrical

1. All electrical tools and equipment will be properly grounded. Absolutely no defective tools may be used on site.
2. Extension cords are allowed to be used on a temporary basis only, and in conjunction with a GFCI.
3. All extension cords shall be a minimum 12 gauge and rated for hard usage.
4. Portable Class A ground fault circuit interrupters are required when using any portable and held power tool.
5. When working on or near live electrical components the following practices are required:
 - a. no conductive clothing or jewelry can be worn
 - b. tools must be properly insulated
 - c. contractor employees must be qualified to work on or near live equipment (contractor supplies training)
 - d. exposed electrical components that could be a potential shock hazard to others in the area must be posted with a warning sign or barricade

Equipment and Tools

1. Internal combustion-driven equipment cannot be used inside the building unless adequate ventilation is provided, and approved by Adolphson & Peterson.
2. All construction vehicles such as dump trucks, ready mix rigs, earth movers, forklifts, etc. must be equipped with audible alarms that sound a continuous warning as the vehicle is backing up. Seat belts must be used as required.
3. All forklift operators must be trained and certified to operate the forklift. A certification card or some other means of training documentation must be at the jobsite or with the operator at all times.
4. Pneumatically powered tools must be secured to the hose.
5. Only low velocity powder actuated tools are allowed on site. Operators must present evidence that they have been trained in the use of this equipment.

Hazardous Materials

1. MSDS's must be submitted to Adolphson & Peterson prior to any chemical or hazardous material being brought on site.
2. All chemical containers must be labeled.

3. Oil drips and other spills must be cleaned up immediately.
4. Hazardous waste must be disposed of correctly.

Confined Space Entry

1. Contractors may not enter confined spaces without a Confined Space Entry Permit. Contractors must be trained in confined space entry procedures as well as related procedures (e.g. use of respirators) prior to working in confined spaces and must utilize their company's Confined Space Entry Permit.
2. Contractors must have Industrial Hygiene atmospheric monitoring equipment available.
3. Contractors must have rescue/retrieval equipment available at point of entry. Workers must provide training records.

Excavations and Trenching

1. All excavations or trenches must be:
 - Protected with barricades, flashers, signs or similar warnings
 - Adequately sloped or shored when 5 feet or more in depth
 - Equipped with ladders every 25 feet for trenches.
 - Inspected by a "Competent Person" as required by OSHA standards.
 - A registered professional engineer must design any excavations that are greater than 20 feet in depth.
2. High visibility vests must be worn and employee training conducted when working near Mobile Earth Moving Equipment as stated by Minnesota OSHA rule 5207.1000. This applies only to projects in the state of Minnesota.

Lockout/Tagout

1. Wherever applicable, lockout/tagout procedures must be followed to control hazardous energy and prevent the unexpected start-up of equipment or release of stored energy. LOTO is required for ANY source of hazardous energy including:
 - electrical
 - thermal
 - gas
 - hydraulic
 - mechanical
 - liquid chemical
 - pneumatic
 - radiation

Orientation / Safety Education

All contractors are required to orientate and train their employees of the hazards and procedures required to perform their job. (i.e. confined space, fall protection, respiratory protection, scaffold erection and dismantling, trenching and excavation, etc.)

Exhibit C

SUBCONTRACTOR/SUPPLIER PAYMENT INFORMATION

Project Information:

{Projects.Name}

{Projects.Address}

SUBCONTRACTORS AND MATERIAL SUPPLIERS. *Subcontractors shall list your labor percentages of the total subcontract, all *Material Suppliers, Equipment Rental Suppliers* and all your *Subcontractors* as a condition precedent to receipt of first payment. **THIS FORM MUST BE FILLED OUT AND RETURNED WITH THE SIGNED SUBCONTRACT OR PAYMENT WILL BE DELAYED.** This list is not to be construed as a complete list.*

LIEN WAIVERS. LIEN WAIVERS WILL BE REQUIRED from each of your *Subcontractors* and *Suppliers* for their portion of the previous month's payments prior to release of the next payment. Lien Waivers from all *Subcontractors* and *Suppliers* will be required with **each** Pay Application even though no work may have been done or material purchased from them since the previous Application. **Please have your *Subcontractors* and *Suppliers* use the attached lien waiver form.**

FINANCIAL INFORMATION. A balance sheet is required from *Subcontractors* who have not worked for {LegalDocInfo.ContrName} in the past three (3) years.

Your labor percentage of Subcontract = _____ %

Listing of *Material Suppliers* and/or *Subcontractors*:

COMPANY (APPROX.)	FAX#	CONTACT NAME	PHONE	AMOUNT
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

COMPANY: _____

BY: _____

DATE: _____

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: {Projects.Name}

Job No.: {Projects.Number}

The undersigned has been paid and has received a progress payment in the sum of \$_____ for all labor, services, equipment or material furnished to {LegalDocInfo.ContrName} on the job known as {Projects.Name} located at {Projects.Address} and does hereby release any mechanic’s lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above-referenced project to the following extent.

This Release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to {LegalDocInfo.ContrName}. through _____(insert date) only and does not cover any retention, pending modifications and changes or items furnished after that date.

The undersigned warrants that he has either has already paid or will use the monies he receives from this progress payment to promptly pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this Waiver.

Date: _____

(Company Name)

(Signature)

(Title)

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

Please return to:
{LegalDocInfo.ContrName}
{LegalDocInfo.ContrAddr1}
{LegalDocInfo.ContrAddr2}

Exhibit D

SCOPE OF WORK MATRIX

See Attached A&P Scope of Work Matrix

Exhibit E

CONTRACT DRAWINGS