

SUBCONTRACT AGREEMENT

Date: _____ **Project #:** _____
To Subcontractor: _____ **Project Name:** _____
Project Location: _____

Attention: _____
From Contractor: _____

Attention:

The following is a packet of information regarding your Subcontract Agreement for the above referenced project. It is important that you review ALL of the information in this packet and call us if you have any questions.

Please note – alterations to the Subcontract Agreement or any Exhibits attached as part of the Subcontract Agreement will NOT be accepted at this time as these should have been negotiated prior to this time.

Prior to starting the project you must return the following to us:

- Two (2) original copies of the signed Subcontract Agreement
 - Please make sure you initial **every** page of the Subcontract Agreement, including **all** exhibits, next to “Subcontractor Initials”
- Certificate of Insurance (see Exhibit E for Sample)
- Exhibit G - Completed W-9 Form
- Exhibit H – Verified List of Subcontractors and Suppliers

When the Subcontract Agreement is fully executed by both parties, we will return one (1) copy to you for your records.

IMPORTANT INFORMATION

Our payment terms, invoice submittal due date and retainage withholding and release procedures for this project are outlined in detail in our Subcontract Agreement (Section 8.0 Payment) and Exhibit D – Payment Policy and Lien Waivers.

You will be required to use the attached Exhibit B – Schedule of Values as your invoice format, showing total contract, previous billings, current billing, total billed, percent complete and retainage withheld. If you need this in electronic (Excel) format, please contact us and it will be provided to you.

You are also required to submit either the “Subcontractor Affidavit, Verified List of Subs and Suppliers, Partial Waiver and Release of Lien” form with your monthly progress payment application or the “Subcontractor Affidavit, Final Waiver and Release of Lien” form with your final payment application. These forms are found in Exhibit D – Payment Policy and Lien Waivers.

NO PAYMENTS WILL BE RELEASED UNTIL ALL OF THE PROPER DOCUMENTS AND FORMS HAVE BEEN RECEIVED IN CONTRACTOR’S OFFICE AT THE ABOVE LOCATION.

If the contract is returned to our office without all of the appropriate signatures and initials, it will be returned to you. This delays the execution process and is easily avoided.

We look forward to doing business with you.

SUBCONTRACT AGREEMENT

THIS Subcontract Agreement ("Agreement") made and entered into as of this _____ day of _____, 20____, by and between ("Subcontractor") and ("Contractor").

WITNESSETH:

NOW, THEREFORE, Subcontractor and Contractor, for the consideration hereinafter named, in consideration of the mutual promises and compensation stated herein and with intent to be legally bound, Contractor and Subcontractor agree as follows:

DEFINED:

Project #:	Subcontract #:
Project Name:	Subcontract Date:
Address 1:	Subcontract Amount:
Address 2:	Invoice Submittal Due Date:
City, State Zip:	

Subcontractor Name:	Contractor:
Address 1:	Address 1:
Address 2:	Address 2:
City, State Zip:	City, State Zip:
Attn:	Attn:
Phone #:	Phone #:
Fax #:	Fax #:

Owner Name:	Architect Name:
Address 1:	Address 1:
Address 2:	Address 2:
City, State Zip:	City, State Zip:
Contract Date:	

Daily Reports
 Required? Yes No
 Bonds Required? Yes No

Retainage Description:

Exhibits: Attached to this subcontract agreement and incorporated herein by reference:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Exhibit A – Subcontractor’s Scope of Work | <input checked="" type="checkbox"/> Exhibit F – Safety Policy |
| <input checked="" type="checkbox"/> Exhibit B – Schedule of Values | <input checked="" type="checkbox"/> Exhibit G – W-9 |
| <input checked="" type="checkbox"/> Exhibit C – Subcontract Document List | <input checked="" type="checkbox"/> Exhibit H – Verified List of Subcontractors and Suppliers |
| <input checked="" type="checkbox"/> Exhibit D – Payment Policy and Lien Waivers | <input type="checkbox"/> Exhibit I – Subcontractor Daily Report |
| <input checked="" type="checkbox"/> Exhibit E – Insurance Requirements | <input type="checkbox"/> |

The Work: Subcontractor shall furnish and/or perform the work as commonly described in Section 3.0 and Exhibit A (“Subcontractor's Scope of Work”) on the described project, as noted above.

1.0 Contract - Contractor has entered into a contract for construction with ("Owner") dated _____ (the "Contract"). A copy of the Contract, consisting of the Agreement between Owner and Contractor (from which compensation amounts have been deleted) and the other Contract Documents enumerated therein have been made available to Subcontractor. Capitalized terms not otherwise defined herein shall have the meaning attributed to them in the Contract. The Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project.

2.0 The Subcontract Documents - The Subcontract Documents consist of (i) this Agreement; (ii) the Contract; (iii) the other Contract Documents; (iv) Modifications issued subsequent to the execution of the Agreement between Owner and Contractor, whether before or after the execution of this Agreement; (v) other documents listed in this Agreement; and (vi) Modifications to this Agreement. These

form the Subcontract and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. Subcontractor represents and agrees that it has carefully examined and understands the Subcontract Documents; has adequately investigated the nature and conditions of the Project site and locality; has familiarized itself with labor availability and conditions affecting the difficulty of the Subcontract Work; and has entered into the Subcontract based on its own examination, investigation and evaluation and not in reliance upon any opinions or representations of Contractor or Owner.

3.0 Subcontractor's Scope - Subcontractor agrees to perform all work described herein in connection with the construction of facilities and in accordance with the Scope of Work attached as "Exhibit A" and the Subcontract Documents listed on "Exhibit C." The provisions of the several documents heretofore referred to shall be considered as complementary to provisions of this Agreement and shall be construed to expand, detail, and define any general provisions of this Agreement. In the event of inconsistencies within or between the Subcontract Documents, Subcontractor shall (i) provide the better quality of greater quantity of work and/or (ii) comply with the more stringent requirement.

4.0 Subcontractor's Work - Subcontractor is an independent contractor and will perform that part of the work which Contractor has contracted with Owner to provide on the Project as set forth in Exhibit A "Scope of Work" (the "Subcontract Work"). The Subcontract Work includes: (a) that shown on any of the Subcontract Documents as if called for or shown on all, (b) all things reasonably implied or customarily provided in Subcontractor's line of work or necessary to complete such work for inspection and approval under the Contract Documents, and (c) as set forth in the attached Exhibit A. Subcontractor will furnish and pay for all labor regardless of craft or trade, tools, materials, supplies, fasteners, equipment, scaffolding, protection, and competent supervision necessary to perform the Subcontract Work in strict conformity with the Contract Documents and shall execute all Subcontract Work in the best and most workmanlike manner by qualified, careful and efficient workers who shall be satisfactory to Contractor. All materials furnished under this Agreement, whether or not installed by Subcontractor, shall be delivered and furnished F.O.B. Project site.

5.0 Subcontractor/Contractor/Owner - Subcontractor shall have toward Contractor, with respect to Subcontractor's performance, the same obligations and responsibilities which Contractor have toward Owner, including any guarantees or warranties or liquidated damages. Contractor shall have the same rights and remedies against Subcontractor which Owner, by the Contract, has against Contractor. Subcontractor shall have the same rights and remedies against Contractor, by the Contract, has against Owner, except as may be provided otherwise herein. Every part of the Subcontract Work shall be performed in strict accordance with the Subcontract in the most sound, workmanlike, and substantial manner. All workmanship shall be of the best of its several kinds, and all materials used in the Subcontract Work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the Subcontract Work, and shall be new unless otherwise provided in the Subcontract. In case of conflict between this Agreement and any other contract relating to the Project, including the Contract, the document imposing the greater duty or scope of work on Subcontractor or granting the greater right or remedies to Contractor shall control. If any provision(s) within any of the Subcontract Documents conflict with another or other provision(s) of the Subcontract Documents, the provision(s) granting greater rights or remedies to Contractor, or imposing the greater duty, standard, responsibility or obligation on Subcontractor, or requiring the greater quantity or higher quality of work, shall govern, without regard for any rule of contract interpretation construing ambiguities against the drafter. Subcontractor shall bind sub-subcontractors and materialmen to the performance obligations and responsibilities which Subcontractor assumes toward Contractor and shall be responsible for the actions or inactions of its sub-subcontractors and materialmen.

6.0 Subcontract Price - In consideration of the complete and timely performance of all Subcontract Work to the satisfaction of Contractor and Owner, Contractor agrees to pay Subcontractor the sum of the Subcontract Amount (as defined on page 2 of this agreement), subject to additions and deletions by Change Order. The Subcontract Amount shall not be increased for any additional work of any nature whatsoever, unless approval for such additional work has been executed in writing by Contractor prior to commencement, specifying the exact scope and the exact amount to be paid for such additional work. In an effort to expedite work on site, Contractor's Project Superintendent may issue field orders and/or backcharge notification for changes to materials or work to be performed, however Subcontractor shall not request payment for additional work until an official Change Order has been executed by both parties. Delivery tickets, work tickets, or such other documentation required by Subcontractor will only be signed by Contractor for such additional work or material so authorized by Contractor. A copy must be left with Project Superintendent on date work is performed. Failure by Subcontractor to comply could result in Contractor holding payment until such paperwork is received.

7.0 Taxes and Fees - Subcontractor shall be responsible for payments of all taxes, contributions, fees and/or premiums payable on its employees or on its operations under worker's compensation laws, unemployment compensation laws, the Federal Social Security Act, health and welfare benefit plans, gross business taxes, sales and use taxes and any other taxes, contributions, fees and/or premiums which may become payable by operation of law or contract, including contributions payable by the employees. Subcontractor shall, on demand, substantiate that all taxes and other charges are being properly paid. The Subcontract Amount includes all applicable local, state and federal taxes, including but not limited to, sales and use taxes on all taxable goods, materials given and delivery charges and also includes license fees and permit charges based upon or measured by the work, labor performed, materials furnished, and services rendered which may be levied or assessed against Owner, Contractor, or Subcontractor arising out of the ownership, acquisition, furnishing, installation or use of materials, equipment or other personal property, or furnishing labor or services in respect to the Subcontract Work.

8.0 Payment

8.1 Payment Request - Subcontractor shall submit to Contractor monthly progress payment applications based upon the attached Exhibit B – Schedule of Values showing the values of the various parts of the Subcontract Work aggregating to the Subcontract Amount, in such detail and with such supporting documentation as Contractor or Owner may require. No payment for materials stored offsite will be made, unless specifically outlined in the Schedule of Values. The Schedule of Values shall not be revised unless agreed in writing by both parties. Percent complete for schedule of values shall be calculated only by using whole building implements. Partial billings for individual schedule of values line items will not be allowed.

Subcontractor shall submit monthly statements to Contractor on the basis of 100% of the true value of work in place at the time of the submission of the statement. Such statement shall be delivered to Contractor no later than the Invoice Submittal Date (as defined on page 2 of this agreement) in order to permit Contractor, upon Contractor's receipt of such funds from Owner, to endeavor to make payment within thirty (30) days of the Invoice Submittal Date. Said statement shall be in sufficient detail as required by Contractor to permit Contractor to make application to Owner for payment in accordance with the Contract and shall identify each person or entity to whom payment in excess of \$5,000 is to be made from the requested payment. No payment shall be made by Contractor for any work unless such work has been accepted by Contractor and Owner. Subcontractor will submit with its monthly statement affidavits, releases and lien waivers showing that all bills for labor and materials have been paid, and such other evidence of payment thereof as Contractor or Owner may require. No payments shall be made by Contractor to Subcontractor unless and until such affidavits, releases, lien waivers and other evidence are furnished to Contractor. Contractor shall withhold an amount of each progress payment in accordance with the Retainage Description. All documents received by Contractor must be originals (no faxes, photocopies, or facsimile copies are acceptable; this includes dollar amounts and signatures).

8.2 Final Payment Request – Unless otherwise specified in the Retainage Description definition, final payment shall be made approximately sixty (60) days after final completion of the entire Project and acceptance thereof by Contractor, Owner, and Architect/Engineer, and upon the conditions precedent that payment has been received by Contractor, and that all labor (including customary fringe benefits and payments due under collective bargaining agreements) and all sub-subcontractors and materialmen have been paid to date and are waiving their lien rights upon the final payment of a specific balance due.

8.3 Bonds - If required by the Contract, in addition to all other requirements for final payment, Subcontractor shall furnish Contractor with a payment, performance and/or maintenance bond or a letter of credit in an amount equal to that required by Contractor as set forth in the “Contract” with the Owner, which maintenance bond or letter of credit shall be for a period of one year (12 months after said acceptance) to assure compliance with the warranty provision of the Subcontract.

8.4 Payment not Evidence of Performance – No payment for Subcontractors work shall be conclusive evidence of satisfactory performance or completion of the Work, either in whole or in part, including Final Payment shall not be construed as an acceptance of defective or faulty or improper Work or materials, nor shall it release Subcontractor from any of its obligations under this Subcontract.

8.5 Joint Checks and Direct Payments – Per Exhibit D – Payment Policy and Lien Waivers or at the sole discretion of Contractor, payments may be made by check payable jointly to Subcontractor and its creditors. If Subcontractor fails to promptly pay, when due, for any labor, fringe benefits, services, materials, or equipment furnished in connection with the performance of its Work, or fails to make other payments directly to subject creditor, Contractor, at its discretion, may make all necessary payments as noted and recover the amount thereof from Subcontractor by deducting such payments from the Subcontract Amount.

8.6 Mechanic’s Liens - To the extent that Subcontractor has been paid for the Subcontract Work, Subcontractor will save and keep the Project and the lands upon which the Project is situated free from all mechanic’s liens that are in any way connected to the Subcontract Work. If a sub-subcontractor or other person or entity entitled to assert a lien against the Project (through Subcontractor) refuses to furnish a release of lien or lien waiver required by the Subcontract, Subcontractor shall furnish a bond satisfactory to Contractor to indemnify Contractor and Owner against such lien or the possibility of such lien. If such lien remains unreleased or is not waived on or after ten (10) days following payment for the Subcontract Work that is the subject of the lien, Subcontractor shall indemnify Contractor and Owner for all losses and costs, including reasonable attorneys’ fees, incurred as a result of such lien; provided, however, that Subcontractor shall, if requested by Contractor, and at Subcontractor's sole expense, take whatever statutory or judicial action is permitted by the law to remove such lien. If Subcontractor fails to remove any lien by bonding it or otherwise, Contractor may offset against any sums due by Contractor to Subcontractor all of the losses and costs, including reasonable attorneys’ fees, incurred by Contractor as a result of such lien.

Contractor may deduct from any amount due or to become due to Subcontractor any sum owed by Subcontractor to Contractor. In the event of any breach by Subcontractor of the Subcontract or in the event of the assertion by other parties of any claim or lien against Contractor and/or Owner, Contractor may retain an amount sufficient to protect Contractor from any and all loss, damage or expense therefrom, including attorneys' fees, until the claim or lien has been satisfactorily remedied or adjusted by Subcontractor, such amount being at least 150% of the amount of the lien or claim.

8.7 Backcharges – Contractor may deduct from any payment due Subcontractor, any costs incurred by Contractor which are chargeable to Subcontractor.

9.0 Subcontractor Performance - Subcontractor agrees to complete the several portions and the whole of the Subcontract Work in accordance with the “Scope of Work”, attached as Exhibit A. In the event that Subcontractor fails to perform in accordance with said scope, Contractor may pursue all remedies under any Subcontract Document or under applicable law. It is agreed that time is of the essence in this Agreement, and Subcontractor shall execute the Subcontract Work in a prompt and diligent manner so to promote the

general progress of the Project, and shall not delay or otherwise interfere with or hinder the work of others working on the Project. Any materials, labor and equipment that are to be furnished by Subcontractor hereunder shall be furnished in sufficient time and quantity to enable Subcontractor to perform and complete the Subcontract Work within the time or times provided for herein. No extensions of time will be valid without the prior written consent of Contractor. Such claims for any extension of time must be made by Subcontractor in writing to Contractor within forty-eight (48) hours when a possible delay in the work becomes apparent.

10.0 Schedule

10.1 Time is of the essence of this Agreement. Subcontractor, in agreeing to complete the Subcontract Work within the time reflected in the Schedule of Work, has taken into consideration and made allowances for all routine or reasonably anticipated hindrances and delays incident to the Subcontract Work. Should Subcontractor, without fault or neglect on its own part, be delayed in the commencement, prosecution, or completion of the Subcontract Work as a result of the fault or neglect of others that is not routine or reasonably anticipated, Subcontractor may be entitled to an extension of time, determined in accordance with the Subcontract.

10.2 Subcontractor expressly agrees that compliance with the schedule shall not be excused because of strikes, work stoppages, picketing or other labor related situations ("Labor Problems"). Subcontractor shall be liable for all expenses or costs relating to its Labor Problems, including all costs of Owner and Contractor incurred in addressing the effects of such Labor Problems (including attorneys' fees) and any delays experienced by other subcontractors, and/or materialmen at this Project site.

11.0 Subcontractor entitled to damages for delay - In no event shall Subcontractor be entitled to compensation or damages for any delay in the commencement, prosecution, or completion of the Subcontract Work except to the extent that Contractor shall receive compensation or damages from Owner or other third parties for the same work. Notwithstanding anything to the contrary in this Agreement, Subcontractor shall not be entitled to an extension of time unless a written notice of delay shall have been delivered to Contractor within forty-eight (48) hours after commencement of the claimed delay. No extension of time shall be permitted hereunder for any delay (a) that reasonably could have been avoided by Subcontractor; (b) that is less than twenty-four (24) hours in duration; or (c) to the extent that performance would have been delayed by any other cause.

12.0 Accelerated Schedule - Upon the request of Owner, Contractor shall have the right to accelerate the schedule. Subcontractor agrees to perform in accordance with the accelerated schedule without any increase in the Subcontract Amount. If Subcontractor is unwilling or unable to comply with the accelerated schedule, Subcontractor shall deliver to Contractor written notice of its inability or unwillingness to comply within twenty-four (24) hours of its receipt of the accelerated schedule. If Contractor receives such notice, it shall have the right to eliminate the accelerated work from this Agreement and reduce the Subcontract Amount accordingly. Subcontractor's failure to deliver such notice in a timely manner shall represent its agreement to adhere to the accelerated schedule.

13.0 Subcontractor's Responsibilities

13.1 Subcontractor shall promptly submit all shop or construction drawings, brochures, samples and other data required in a manner that will not delay the progress of the Project, the Subcontract Work or the work of other subcontractors. All such drawings or other data will be submitted for the approval of Owner through Contractor's office.

13.2 Subcontractor shall not place signs of any kind upon the Project site without prior written approval of Contractor. Subcontractor is required to comply with all applicable codes, laws, and/or ordinances when placing any sign approved by Contractor, including but not limited to obtaining any and all local municipal approvals and or permits prior to placement.

13.3 Subcontractor shall maintain at the Project site at all times during which it is performing work at the Project site, an English speaking superintendent, foreman or other such representative to whom Contractor shall provide all instruction or orders and who shall have authority to make agreements for or otherwise act on behalf of Subcontractor. Subcontractor shall designate its representative in writing to Contractor prior to commencing work. **For each hour or any portion of an hour during which Subcontractor's representative is not present at the Project site when Subcontract Work is being performed, Contractor may deduct \$200.00 from the next payment due Subcontractor.** Contractor shall not be responsible for providing instructions or orders directly to employees or workmen of Subcontractor.

13.4 It is understood and agreed that the Subcontract Work constitutes only a part of the work being performed for Owner by Contractor and others. Subcontractor, therefore, agrees to perform the Subcontract Work in such manner as not to delay, injure or damage any other work being performed by Contractor or others, and further agrees to pay for any damage that may be caused to such other work by Subcontractor, its sub-subcontractors, their materialmen and their agents and employees. Subcontractor shall be responsible for the protection of its materials, tools, and supplies and its completed work to be incorporated in the Project.

13.5 Should the proper and accurate performance of the Subcontractor's Work depend upon performance of other work not covered by this Subcontract, Subcontractor shall carefully examine such other work, determine whether it is fit, ready and suitable condition for the proper and accurate performance of Work hereunder, use all means necessary to discover any defects in such work and before proceeding with Work hereunder, report promptly any such improper conditions and defects to Contractor, in writing, and allow Contractor a reasonable time to have such improper conditions and defects remedied. Failure of the Subcontractor to detect and or report to Contractor any and all deficiencies shall constitute acceptance that the previous work has been done in an acceptable manner and furthermore constitutes waiver of any claims by Subcontractor against Contractor for recovery of costs, expenses, or damages resulting there from.

13.6 Subcontractor shall report any non-serious accidents to Contractor within twenty-four (24) hours. All serious accidents or injuries must be reported to Contractor immediately.

13.7 Subcontractor shall furnish "Subcontractor Daily Reports" attached as Exhibit I, progress reports or other such reports required by the Subcontract Documents or as requested by Contractor or Owner.

13.8 Subcontractor agrees that the prevention of accidents to workmen engaged in the Subcontract Work is solely its responsibility. Prior to commencing Subcontract Work, Subcontractor shall submit a safety plan and hazard communication plan for review by Contractor. The review of any safety plan or hazard communication plan by Contractor shall not be deemed to release Subcontractor from its safety obligations or in any way diminish its liability, by way of indemnity or otherwise therefor. Subcontractor shall further submit material safety data sheets as it applies to the Subcontract Work.

13.9 Subcontractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Subcontractor shall comply with all equal opportunity or affirmative action requirements or plans as may be set forth in the Contract or in any exhibit attached hereto.

13.10 Subcontractor hereby covenants and agrees that Subcontractor will not employ and/or provide any illegal aliens or minors on the Project, while under contract with Contractor. Subcontractor will abide by all local, state and federal employment laws governing the use of illegal aliens and minors in the workforce. Subcontractor, and his suppliers, accept full responsibility for verification and documentation of the legal status of all employees. If illegal aliens or minors are found in Subcontractor's employment by any governmental agencies, or by Contractor, Subcontractor understands that damages of \$1,000 per illegal worker or minor may be assessed for the first occurrence, \$5,000 per worker for the second occurrence, and \$10,000 per worker (and termination of Subcontractors Contract) for the third occurrence.

13.11 At all times Subcontractor shall keep the Project site free from accumulation of waste materials and rubbish caused by its operations. Each work day, Subcontractor shall remove or move forward all of its tools, construction equipment, machinery and surplus materials and shall also remove all of its waste materials and rubbish from and about the Project site and place it in a container as provided by Contractor. **In the event Subcontractor fails to comply with this subparagraph (I), Contractor shall take such steps as are necessary to achieve compliance. Contractor may deduct \$85.00/man hour or portion thereof for such work from the next payment due Subcontractor.**

13.12 Subcontractor shall comply, and shall cause its employees, sub-subcontractors and materialmen and their employees to comply, with all laws, rules, regulations or orders of Contractor relating to conduct at the Project site. Subcontractor shall remove any individual under its control from the Project site as directed by Contractor.

13.13 The parties agree that Contractor is not the actual employer of any of the employees of Subcontractor or any of its Subcontractors and Materialmen. Further, it is acknowledged that Contractor has no control or involvement in the hiring, firing, or direct supervision or direction of any such employees.

14.0 Safety Compliance

14.1 Subcontractor agrees to comply with all of the provisions of the Occupational Safety and Health Act of 1970, as amended, any state or local statute, law or ordinance concerning employee safety or any rule or regulation promulgated thereunder ("Safety Laws"). Subcontractor further agrees to comply with all record keeping requirements imposed by the Safety Laws. Subcontractor further agrees that all materials, supplies and equipment provided by Subcontractor hereunder shall meet the minimum standards and specifications set forth in the Safety Laws. Subcontractor shall abide by all safety rules and regulations established by Owner or Contractor.

14.2 Contractor may order Subcontractor to stop work that is deemed unsafe until corrective measures acceptable to the Contractor have been implemented. However, any action by the Contractor shall not be construed to extend to direct control over or charge of the acts or omissions of Subcontractor, its sub-subcontractors, their agents or employees or any other persons performing Subcontractor's Work or portions thereof. Subcontractor shall be responsible for all costs and delays incurred by Contractor as a result of any such stoppage of the Work.

15.0 Precompleted use by Owner or Contractor - Contractor or Owner may occupy and use any completed or partially completed portion of the Subcontract Work before final inspection and acceptance thereof by Owner. Such use or occupation shall not constitute final acceptance or relieve Subcontractor of its obligation to repair or correct at its own expense any defect in materials and workmanship; provided, however, that Subcontractor shall not be responsible for any damage caused by the negligence of Contractor or Owner during such period of use.

16.0 Waiver of Breach - Failure by Contractor in any instance to insist upon observance or performance by Subcontractor of any of the terms, conditions, or provisions of the Subcontract Agreement shall not be deemed a waiver by Contractor of any of such terms, conditions or provisions, and observance or performance thereof. No waiver shall be binding upon Contractor unless the same is in writing signed by Contractor and Owner. Waiver of any one breach shall not be deemed a waiver of any other breach.

17.0 Accepted Conditions

17.1 Familiarity with Jobsite Conditions: Subcontractor represents that it has:

- (a) Carefully examined this Subcontract and the Plans and Specifications and understands their respective provisions;
- (b) Visited the jobsite or is familiar with job site conditions;
- (c) Investigated and satisfied itself with respect to:
 - (1) The nature and locality where Subcontractor's Work is to be performed and the conditions and difficulties to be encountered, including access thereto;
 - (2) The availability of water, electricity or other utilities and access thereto;
 - (3) The type of equipment and facilities needed preliminary to and during performance of the Work;
 - (4) The conditions affecting transportation, disposal, handling and storage of materials, supplies and equipment;
 - (5) The availability and adequacy of personnel and workers;
 - (6) Prevailing weather and climatological conditions as well as uncertainties of weather, and physical conditions at the jobsite;
 - (7) All laws applicable to the Work or Subcontractor;
 - (8) Any other factor(s) which may affect Subcontractor's Work under this Subcontract; and
 - (9) Correlated its observations with the requirements of this Subcontract and the Plans and Specifications.

17.2 As determined necessary by Contractor, Contractor shall employ engineers to set lines and grades required for Subcontract Work. Subcontractor shall be solely responsible for verifying and accepting of all lines and grades. Beginning Subcontract Work shall constitute acceptance thereof. Warranties herein given shall apply to any failure, non-compliance, fault, or defect in the Subcontract Work whether such failure, non-compliance, fault or defect be caused by the materials, labor, line subgrade, weather or any similar cases. In the event Subcontractor is not satisfied with the line and/or subgrade, it shall immediately notify Contractor, in writing, of the reason for its dissatisfaction and the corrective work required to be done by others before Subcontractor can perform the Subcontract Work. Subcontractor is required to build according to lines and grades set in the Plans and Specifications (including, but not limited to, grading subcontractors, plumbing subcontractors, and concrete subcontractors) to check all grades and grade stakes as set in the Plans and Specifications and have been properly set to perform the work contemplated.

18.0 Warranties and Guarantees - In addition to other warranties given by Subcontractor or Contractor and Owner, Subcontractor herewith guarantees the Subcontract Work, all parts thereof and all materials used therein for a period of one (1) year from the date of acceptance of the Project by Owner or one (1) year from the date of final completion of Subcontract Work, whichever is later, or such longer period as may otherwise be applicable by virtue of manufacturer's warranty, Contract with Owner, or by applicable law that the Subcontract Work shall be free of defect in workmanship, materials, construction, fair wear and tear excepted, and will confirm to the requirements of the Subcontract. Subcontractor shall make good, at its own expense, any such defects or nonconforming work that may appear within the period covered by the guaranty. The obligation of Subcontractor shall extend to all materials ordered and/or installed by Subcontractor, whether payment therefor is made by Subcontractor or is made directly by Contractor to the supplier. In the event that any part of the Subcontract Work or any materials is determined by Contractor or Owner to be improper or defective, either during the actual performance of the Subcontract Work or during any applicable guaranty period, Subcontractor shall, immediately upon being notified in writing by Contractor to do so, proceed to correct the same at its own cost and expense. Contractor may assign Subcontractor's warranties, and all manufacturers' warranties shall be assigned to Owner.

19.0 Insurance

19.1 Requirements - Prior to starting work, Subcontractor shall purchase at its own expense and continually maintain insurance for the duration of the Subcontract Work, including the warranty period, as set forth below and shall protect Contractor and Owner against claims as indicated therein which may arise out of or resulting from Subcontractor's operations under this Agreement, whether such operations are performed by Subcontractor or any sub-subcontractor or by anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable:

19.1.1 Claims under Workman's Compensation and Occupational Disease including Employer's Liability and any other similar employee benefit acts, with a minimum coverage amount of \$100,000.00 each accident; \$500,000.00 for Disease Policy Limit; \$100,000.00 Disease each employee.

19.1.2 Comprehensive General Liability including, but not limited to, Independent Contractors' and Owners' Protective, Broad Form Contractual, Personal Injury, Completed Operations and Products Coverage with combined single limits for bodily injury and property damage of not less than: General Aggregate of \$2,000,000.00; Products/Completed Operations Aggregate of \$2,000,000.00; each occurrence \$1,000,000.00; personal and advertising injury of \$1,000,000.00. The General Aggregate Limited is to apply on a per project basis. The policy shall include Contractual Insurance with the same minimum limits. Explosion, Collapse and Underground Exclusion shall be deleted from the policy on those classifications where applicable. Said Completed Operations and Products Coverage shall be provided for a period of five (5) years after completion and final acceptance of the Subcontract Work by Owner.

19.1.3 Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000.00 combined single limit, per occurrence, for Bodily Injury and Personal Property Damage and shall include owned, non-owned and hired auto coverage.

19.1.4 Subcontractor shall purchase such insurance as is required for his own tools and equipment other than equipment which is to become a part of the project. The cost of any loss or damage which is not covered or not fully covered by such insurance shall be borne by Subcontractor. The insurance referred to in this paragraph shall not prohibit the waiver of subrogation prior to loss.

19.1.5 In addition, Subcontractor shall maintain an Umbrella Liability policy providing the same coverages with the same additional insureds as the primary policy in the following amounts. \$5,000,000.00: Electrical, HVAC, Plumbing, Steel, Elevator, Roofing and Framing Subcontractors; \$1,000,000.00: All other Subcontractors.

19.2 Certificates of Insurance - Certificates of Insurance acceptable to Contractor shall be filed prior to commencement of work with Contractor at 805 City Center Drive, Carmel, Indiana 46032, or such other place as Contractor shall direct, and these certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to Contractor by certified mail at Contractor's Main Office which at present is 805 City Center Drive, Carmel, Indiana 46032. It is Subcontractor's responsibility to ensure Contractor receives new Certificates of Insurance on or before the dates of expiration. If Subcontractor fails to submit new Certificates of Insurance in a timely manner, Contractor may hold payment until such documents are received to Contractor's satisfaction. All Subcontractor's Liability Policies, with the exception of Workmen's Compensation, shall name Contractor and Owner as additional insureds. Subcontractor's policy will be primary and non-contributory and Contractor's policy will be excess. Subcontractor shall cause CG2010 07/04 Edition, Additional Insured Owners, Lessees or Contractors; and CG2037 07/04 Edition, Additional Insured Owners Lessees or Contractors Completed Operations, or equivalent, to be noted on all certificates of insurance and endorsed to the liability policies. The General Liability Policy listed on the certificate to be supplied to Contractor as this policy relates to the work to be performed under this Agreement, will NOT contain restrictive clauses, relating to excavation, driving of sheet piling, moving, shoring, underpinning, removal and rebuilding of structural support, collapse, underground damage, subsurface work, explosion, blasting and other use of explosives, Contractual Liability, residential construction work, damage to work performed by subcontractors, which would limit the insurance. Broad Form Contractual Liability Insurance, Completed Operations Liability Insurance, Independent Contractors Coverage, and Broad Form Property Damage (including Completed Operations) coverage will be provided under the General Liability Policy listed on the certificate. It is Subcontractor's responsibility to insure itself against those claims for theft, vandalism, and such other items which are not contained in Owner/Contractor's Builders Risk. Subcontractor shall purchase such insurance as is required for his own tools and equipment other than equipment which is to become a part of Owner's improvements. Subcontractor's owned, leased, hired and/or borrowed equipment, supplies, materials, and tools, not forming a part of or incorporated into the Subcontract Work, is not covered by Owner's Contractor's Builders Risk Policy. Therefore, Subcontractor shall determine whether or not he desires coverage for same and, if so, shall provide coverage at his own expense. The insurance referred to in this paragraph shall not prohibit the waiver of subrogation prior to loss. The cost of any loss or damage which is not covered or not fully covered by such insurance shall be borne by Subcontractor. Contractor shall require its subcontractors and their subcontractors to provide and maintain insurance of such nature and in such amounts as Contractor deems necessary to protect itself, Owner, and those companies involved in the development of said project. Compliance with this requirement, however, shall not be deemed to release Subcontractor or in any way diminish its liability by way of indemnity or otherwise, to any person or persons, nor shall such compliance relieve Contractor of any obligations to hold harmless all of the foregoing entities and their respective representatives from and against any and all claims asserted by any person or persons arising out of or in connection with the development. Contractor and Subcontractor waive all rights against each other and against Owner, the Architect/Engineer, separate contractors, and all other subcontractors for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. All insurance shall be written by a company or companies licensed and admitted to do business in the state where the Project is located, and with an A.M. Best rating of "A VIII" or better. Contractor and/or Owner reserves the right to require Subcontractor to furnish additional insurance, at Subcontractor's expense, for any other hazards involved in the Subcontract Work which, in the opinion of Owner at any time during the contract period, appear to require special insurance. Notwithstanding for foregoing, Subcontractor shall comply with all insurance requirements imposed on Contractor by the Contract, to the extent such requirements are more stringent than those imposed under this paragraph.

20.0 Indemnity Subcontractor shall defend, indemnify and hold harmless Contractor, Owner, and their directors, officers, agents and employees and such other persons or entities as the Subcontract Documents may require from and against any and all claims, damages, losses, and expenses, including attorneys' fees, arising out directly or indirectly out of or resulting from the performance of the Subcontract Work, Subcontractor's failure to perform its obligations under the Subcontract Documents, or the quality of any work provided or materials supplied by Subcontractor regardless of whether such claims, damages, losses, and expenses are caused in part by the negligence or fault of the party to be indemnified. Such claims, damages, losses, and expenses, include, but are not limited to, claims for:

- (a) Injury to or death of any person, including employees of Subcontractor;
- (b) Damage to property;
- (c) Defects in materials or workmanship;
- (d) Violation of any laws;
- (e) Failure of Subcontractor to pay its obligations as is required by this Subcontract;
- (f) Any other act or omission of Subcontractor, its officers, agents, employees, servants, sub-subcontractors or material suppliers; or

- (g) Damage to other contractors, subcontractors, suppliers or any other person or entity.

It is the intent of this Subcontract that Subcontractor defend, indemnify and hold harmless Contractor, the Owner and such other persons or entities as the Subcontract Documents may require to the fullest extent permitted by law, even if it is alleged that Contractor, the Owner, or such other persons or entities individually or collectively contributed to the alleged wrongdoing, were individually or collectively, actively or passively negligent or are individually or collectively liable because of a nondelegable duty.

Subcontractor's responsibility under this paragraph shall include the acts or failures to act of its sub-subcontractors, materialmen, suppliers and anyone for whom they are liable, including their agents and employees. The indemnification obligation under this paragraph shall survive expiration or early termination hereof and shall not be limited in any way as to the amount or type of damages or the fact that compensation or benefits are payable by or for Subcontractor under workmen's compensation acts, disability benefit act or other employee benefit acts.

21.0 Subcontractor Non-performance - If Subcontractor at any time shall fail to perform its obligations hereunder or be unable to meet its debts as they mature, Contractor may at its option at any time after serving written twenty-four (24) hour notice of such default, terminate this Agreement by delivering written notice of termination to Subcontractor. Thereafter, Contractor may take possession of the work, materials, tools, appliances and equipment of Subcontractor at the Project site, and through itself or others provide labor, equipment and materials to perform the Subcontract Work on such terms and conditions as shall be deemed necessary, and shall deduct the cost thereof, including all charges, expenses, losses, costs, damages and attorneys' and accountants' fees, incurred as a result of Subcontractor's failure to perform, from any money then due or thereafter to become due to Subcontractor. If Contractor so terminates this Agreement, Subcontractor shall not be entitled to any further payments under this Agreement until the Subcontract Work has been completed and accepted by Owner, and payment has been received by Contractor from Owner with respect thereto. In the event that the unpaid balance due exceeds Contractor's cost of completion, including all charges, expenses, losses, costs, damages and attorneys' and accountants' fees, incurred as a result of Subcontractor's failure to perform, the difference shall be paid to Subcontractor; but if such expense exceeds the balance due, Subcontractor agrees promptly to pay the difference to Contractor. The foregoing remedy is in addition to all other remedies otherwise available to Contractor.

22.0 Liquidated Damages

22.1 Subcontractor shall be liable to Contractor for all damages, including any liquidated damages payable to the Owner for delays caused in whole or in part by Subcontractor or Subcontractor's employees, agents, sub-subcontractors, material suppliers or any other person or entity for whose acts Subcontractor may be liable. In addition to such damages assessed against Contractor by Owner, Subcontractor also shall be liable for all other actual damages to Contractor caused or contributed to by delays caused in whole or in part by Subcontractor or Subcontractor's employees, agents, sub-subcontractors, material suppliers or any other person or entity for whose acts Subcontractor may be liable. In the event damages incurred by Contractor are caused both by Subcontractor and another entity for whose acts Subcontractor is not liable, Contractor shall have the right to reasonably apportion said damages among the responsible parties, and such apportionment shall be binding on the Subcontractor.

22.2 In addition to any damages pursuant to Section 22.1 above, in the event Subcontractor fails to fulfill its obligations hereunder, Contractor may deduct \$100.00 for the first day of such failure. Such amount shall double each additional day of such failure. For example, day two shall be \$200.00; day three shall be \$400.00, etc. Such amounts shall be deducted from the next payment due Subcontractor.

23.0 Termination - Contractor shall have the right to terminate this Agreement without cause for its own or Owner's convenience and require Subcontractor to immediately stop work. In such event, Contractor shall pay Subcontractor for that portion of the Subcontract Work actually performed in an amount proportionate to the Subcontract Amount. Contractor shall not be liable to Subcontractor for any other costs nor for prospective profits on work not performed. However, if the termination and cancellation is due to any default or action by Owner, or as a result of court order of public authority, then Contractor shall not be liable to Subcontractor for any sum greater than that which Contractor receives from Owner with respect to Subcontractor's performance, less any costs incurred by Contractor. Any default termination subsequently determined to have been erroneous shall be treated as a termination for convenience.

24.0 Governing this Agreement

24.1 This Agreement shall be construed and governed by the laws of the State of Indiana.

24.2 Each of the parties hereto agrees and represents that the Subcontract comprises the full and entire agreement between the parties affecting the Subcontract Work, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Subcontract.

24.3 All work, labor, services and materials to be furnished by Subcontractor must strictly comply with all applicable federal, state and local laws, regulations, statutes, ordinances and directives ("Laws"). All work, labor, services or materials necessary to comply with said Laws will be furnished by Subcontractor as part of this Agreement without any additional compensation.

24.4 Subcontractor shall not be permitted to subcontract any or all of the Subcontract Work or purchase materials from suppliers to whom Owner or Contractor objects.

24.5 If Contractor does not insist in any instance upon strict compliance with any of the provisions of this Agreement, or to exercise any options provided, this shall not be construed as a waiver of its right to thereafter require such compliance or to exercise such option.

24.6 The exercise of any remedy provided herein shall not preclude or waive the right of Contractor to pursue any other remedy which may be available.

24.7 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any substantial part of the Subcontract Work, without the prior written consent of Contractor. Subcontractor hereby assigns to Contractor, as security for Subcontractor's performance hereunder, all sub-subcontracts and all other contracts, purchase orders, equipment leases and other agreements entered into in connection with the Project, and appoints Contractor its attorney to enforce said contracts according to their terms. Such assignment shall be operative only upon notice by Contractor and only with respect to those specific agreements designated by Contractor at the time of such notice, in the event of default by Subcontractor or termination of the Subcontract. All sub-subcontracts and other such agreements shall provide that the sub-subcontractors consent to such assignment.

24.8 Any notice hereunder may be delivered in person, by facsimile or by registered mail, return receipt requested. Service in person or by facsimile shall be effective upon delivery. Service by registered mail shall be effective upon receipt or refusal of acceptance. Service shall be made to the Subcontractor's representative or at the addresses and facsimile numbers listed below.

24.9 Each person executing this Agreement represents and warrants that he/she is an officer of the party for whom he/she is signing and that he/she has been duly authorized to execute this Agreement on such party's behalf.

25.0 Advertising

25.1 Subcontractor or Supplier will not use any project related photography, advertisements, or marketing material owned or produced by General Contractor or Owner without express written permission of General Contractor or Owner. Subcontractor or Supplier will not have any project related photographs or videos taken for the purpose of marketing or advertising its products or work without express written permission of General Contractor or Owner. Further, any photography used for marketing or advertising purposes which has been approved to be used and/or taken by General Contractor or Owner shall include the proper credit such as project name, General Contractor name and/or Owner Name. The determination of proper credit shall be made by General Contractor or Owner.

25.2 Subcontractor or Supplier shall not place any advertising signage on project without written approval by Contractor. Subcontractor or Supplier shall submit, for approval, a copy of any advertising signage proposed, 10 days prior to installation for review and approval by Contractor.

FOR INFORMATION ONLY
PURPOSES ONLY

Therefore, in consideration of the mutual promises and agreements expressed herein and intending to be legally bound, this Subcontract is hereby executed by Subcontractor and Contractor.

(SUBCONTRACTOR)

(CONTRACTOR)

By: _____

By: _____

Printed: _____

Printed: Christopher Reid

Title: _____

Title: Manager

Address: _____

Address:

**DRAFT
FOR INFORMATIONAL
PURPOSES ONLY**

SUBCONTRACT AGREEMENT

**EXHIBIT A
SCOPE OF WORK**

See Attached

**DRAFT
FOR INFORMATIONAL
PURPOSES ONLY**

SUBCONTRACT AGREEMENT
EXHIBIT B
SCHEDULE OF VALUES

See Attached

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SUBCONTRACT AGREEMENT
EXHIBIT C
SUBCONTRACT DOCUMENT LIST

See Attached

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FOR INFORMATIONAL
PURPOSES ONLY

SUBCONTRACT AGREEMENT
EXHIBIT D
PAYMENT POLICY AND LIEN WAIVERS

1. Prior to the award of this contract, the Subcontractor shall be required to submit a Schedule of Values (SOV). Once approved, the Schedule of Values will become a part of this Subcontract as Exhibit B – Schedule of Values. Prior to starting the project Subcontractor must submit the following to Contractor:
 - a. Two (2) original copies of the signed Subcontract Agreement.
 - i. Please make sure **every** page of the Subcontract Agreement, including **all** exhibits, have been initialed next to “Subcontractor Initials”.
 - b. Certificate of Insurance (see Exhibit E for Sample).
 - c. Exhibit G - Completed W-9 Form.
 - d. Exhibit H – Verified List of Subcontractors and Suppliers. Please include all contact names and active phone numbers for each sub-sub or material supplier that will provide any labor and/or material to this project.
2. Subcontractor will use Exhibit B – Schedule of Values as the invoice format for submitting periodic and final payment applications. Percent complete for schedule of values shall be calculated only by using whole building implements. Partial billings for individual schedule of values line items will not be allowed. Billings will only be accepted for work completed prior to the Invoice Submittal Due Date.
3. All payment applications must be submitted to Contractor’s office on or before the Invoice Submittal Due Date as specified in the Subcontract Agreement.
4. All payment applications must be accompanied by either the “SUBCONTRACTOR AFFIDAVIT, VERIFIED LIST OF SUBS AND SUPPLIERS, PARTIAL WAIVER AND RELEASE OF LIEN” form (for periodic payment applications) or the “SUBCONTRACTOR AFFIDAVIT, FINAL WAIVER AND RELEASE OF LIEN” form (for final payment application). Lien waiver amounts must match the Subcontractor’s net (of retainage) pay application.
5. If Subcontractor is **NOT** bonded AND is of the following SUB/SUPPLIER (Column A) types AND Subcontractor’s supplier is one of the following SUPPLIER (Column B) types

DIV	SUB/SUPPLIER TYPE (A)	SUPPLIER TYPE (B)
2	Site	Pipe, Structures, Gravel, Rental Equipment, Light Fixtures, Asphalt, or Concrete for Curbs & Walks
2	Landscaper	Sod, Nursery Stock or Irrigation Subcontractor
2	Irrigation subcontractor	Pipe & Controls
3	Concrete	Concrete or Steel and/or Mesh
4	Masonry	Brick and/or Stone
5	Steel Stairs	Steel Stairs, Erector or Crane
6	Framer	If Turnkey - Panels, Trusses, Lumber & Supplies or Rental Equipment
7	Roofer	Shingles
9	Drywall	Board & Mud
9	Tile walls	Tile supplier
9	Flooring	Carpet and/or Tile Supplier
9	Painter	Paint Supplier
10	Accessories	Blind, Mirror or Bath Accessories Supplier
15	Mechanical	Equipment or Misc Materials & Controls
15	Plumbing	Pipe or Fixtures
15	Fire Protection	Pipe or Sprinkler Heads
16	Electrical	Gear, Wire, Fixtures or Alarm Systems

Then:

- a) **Invoicing** – Sub/Supplier (in Column A) must include copies of Supplier (in Column B) invoices along with the Subcontractor payment application.
- b) **Supplier Lien Waivers** - Suppliers (in Column B) must submit conditional lien waivers with monthly invoices.
- c) **Calls** – Contractor will contact Suppliers (in Column B) to verify amounts due.
- d) **Joint Checks** – Contractor will issue Joint Checks to Sub (Column A) and Suppliers (Column B) for verified amounts due AND matching invoices and lien waivers from Supplier.

SUBCONTRACT AGREEMENT
EXHIBIT D
PAYMENT POLICY AND LIEN WAIVERS

**SUBCONTRACTOR AFFIDAVIT, VERIFIED LIST OF SUBS AND SUPPLIERS,
PARTIAL WAIVER AND RELEASE OF LIEN**
(For use with periodic progress payment applications)

STATE OF _____, COUNTY OF _____, SS: Date: _____

TO:

Project #:
Project Name:
Address 1:
Address 2:
City, State Zip:

Subcontract #:
Subcontract Date:
Pay Request #:
Invoice #:
Period To:
Current Payment Due:

Subcontractor:
Address 1:
Address 2:
City, State Zip:

Contractor:
Address 1:
Address 2:
City, State Zip:

Owner:
Address 1:
Address 2:
City, State Zip:

Architect:
Address 1:
Address 2:
City, State Zip:

The undersigned, being duly sworn, deposes, certifies and says that he (she) is an officer of the above-named Subcontractor, and is duly authorized to make this Subcontractor Affidavit, Verified List of Subs and Suppliers, Partial Waiver and Release of Lien for and on its behalf:

I. AFFIDAVIT AND CERTIFICATIONS

SUBCONTRACTOR certifies that the Work covered by this Subcontractor Affidavit, Verified List of Subs and Suppliers, Partial Waiver and Release of Lien has been completed in strict accordance with the Project Plans and Specifications and the provisions of the Subcontract and Contract Documents, as modified by any written change order, and that payment under the accompanying Subcontractor Application for Payment and pursuant to this Subcontractor Affidavit, Verified List of Subs and Suppliers, Partial Waiver and Release of Lien does not cause the remaining unearned balance under the Subcontract to be insufficient to cover the remaining Work yet to be completed.

SUBCONTRACTOR certifies that all amounts for the Work previously performed by Subcontractor and submitted under prior Subcontractor Applications for Payment have been paid by Contractor and received by Subcontractor, less retention, and that the Current Payment Due set forth above is now owed. By executing this Subcontractor Affidavit, Verified List of Subs and Suppliers, Partial Waiver and Release of Lien, Subcontractor authorizes Contractor to verify the payment status represented herein.

SUBCONTRACTOR certifies it has paid in full or otherwise satisfied all of its obligations to its subcontractors, materialmen, equipment suppliers, vendors, laborers, and employees for all labor performed, materials and equipment furnished, and services rendered to the Project whose work was incorporated on prior Applications for Payment up to and including the date hereof, and has paid or otherwise satisfied all other claims and indebtedness associated with the performance of the Subcontract, up to and including the date hereof, and that no other party has any claim, or right to a lien on account of any work performed, materials or equipment furnished, or services rendered for said Project under the Subcontract.

SUBCONTRACTOR further certifies that all subcontractors, materialmen, equipment suppliers, vendors, laborers, and employees whose labor performed, materials and equipment furnished and services rendered to the Project in connection with this Subcontractor Affidavit, Verified List of Subs and Suppliers, Partial Waiver and Release of Lien, the value of which is included in the amount sought herein, have been paid or will be paid by Subcontractor upon or prior to receipt of payment to Subcontractor of the amount requested herein.

SUBCONTRACTOR recognizes and agrees that Contractor is entitled to and shall rely upon the accuracy and completeness of the information and certifications provided herein by Subcontractor and in the Subcontractor accompanying Application for Payment and that Subcontractor is providing such information and certifications to induce Contractor to make payment to Subcontractor as requested herein.

II. VERIFIED LIST OF SUBS AND SUPPLIERS

SUBCONTRACTOR certifies and represents that in performance of the above-described Subcontract on the Project, the following companies or individuals have been contracted with or utilized by Subcontractor for portions of its Work, during the time period, and covering the Work, for which Subcontractor currently seeks payment from Contractor, and the following amounts are due, or to become due to them, for work done or materials furnished by them prior to the date hereof:

A. SUBCONTRACTORS

	<u>Name</u>	<u>Phone #</u>	<u>Scope of Work</u>	<u>Total Contract Amount</u>	<u>Previous Amount Paid</u>	<u>Current Amount Due</u>
1.						
2.						
3.						
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B. Material Suppliers

	<u>Name</u>	<u>Phone #</u>	<u>Scope of Work</u>	<u>Total Contract Amount</u>	<u>Previous Amount Paid</u>	<u>Current Amount Due</u>
1.						
2.						
3.						
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SUBCONTRACTOR further states that the exact amounts due or to become due to said subcontractors and material suppliers for work done or materials furnished to the Project prior to the date hereof are fully and correctly set forth opposite their names. Subcontractor has not employed or purchased or procured machinery, material or fuel from, or subcontracted with, any person, firm or corporation, other than those above-mentioned, and owes for no labor performed, or machinery, material or fuel furnished to or for the Project, other than as set forth above.

SUBCONTRACTOR acknowledges the right of Contractor to require verification of proof of payment to said subcontractors and material suppliers prior to disbursement of any funds to Subcontractor. Subcontractor further agrees that Contractor may contact the above subcontractors and material suppliers at any time to verify such payment.

III. PARTIAL WAIVER AND RELEASE OF LIEN

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the payment received and to be received by it under the Subcontract, and in anticipation of the payment to it of the approved amount of the above request and effective upon and subject only to payment of such approved amount, **SUBCONTRACTOR**, for itself and its subcontractors, materialmen, equipment suppliers, vendors, laborers, and employees **HEREBY**:

(A) EXPRESSLY AND FOREVER WAIVES, RELEASES AND RELINQUISHES all rights to hold, assert, enforce or file any and all claims and liens which Subcontractor now has or may have against Owner, any other equitable or legal interest holder in the Project, the Project itself (including without limitation the real property on which such Project is located and the improvements thereon), Architect, Contractor, Contractor’s Surety and Contractor’s contract proceeds to which it now or in the future may be entitled to receive from Owner or any third party, and any third party contractor and its surety on the Project with whom Owner has a contract, for any and all labor performed, materials and equipment furnished, and services provided to or for the Project by or through Subcontractor as of the date of execution of this instrument; and

(B) EXPRESSLY AND FOREVER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS Owner, its officers, agents, representatives, and employees, any other equitable or legal interest holder in the Project, Architect, Contractor and Contractor’s Surety, from and against any claim or lien of any kind whatsoever asserted through or under Subcontractor, including without limitation any claim or lien asserted by any person who has furnished labor, materials, equipment or services to Subcontractor, and from and against any and all damages, losses and expenses, including attorney fees, arising therefrom or incurred in connection therewith.

This Subcontractor Affidavit, Verified List of Subs and Suppliers, Partial Waiver and Release of Lien has been executed and tendered by the undersigned on behalf of Subcontractor to induce payment by Contractor and Owner of the above amount.

Date: _____

SUBCONTRACTOR:

By: _____

Printed Name and Title

STATE OF _____)

) SS:

COUNTY OF _____)

Subscribed and sworn to before me, a Notary Public, in and for said County and State this ____ day of _____, 20__.

Signature: _____

Printed: _____

My Commission Expires: _____

My County of Residence Is: _____

FOR DRAFT INFORMATION ONLY
PURPOSES ONLY

SUBCONTRACT AGREEMENT
EXHIBIT D
PAYMENT POLICY AND LIEN WAIVERS

SUBCONTRACTOR AFFIDAVIT, FINAL WAIVER AND RELEASE OF LIEN
(For use with final payment applications)

STATE OF _____, COUNTY OF _____, SS: Date: _____

TO:
Project #:
Project Name:
Address 1:
Address 2:
City, State Zip:

Subcontract #:
Subcontract Date:
Pay Request #:
Invoice #:
Period To:
Current Payment Due:

Subcontractor:
Address 1:
Address 2:
City, State Zip:

Contractor:
Address 1:
Address 2:
City, State Zip:

Owner:
Address 1:
Address 2:
City, State Zip:

Architect:
Address 1:
Address 2:
City, State Zip:

The undersigned, being duly sworn, deposes, certifies and says that he (she) is an officer of the above-named Subcontractor, and is duly authorized to make this Subcontractor Affidavit, Final Waiver and Release of Lien for and on its behalf:

I. AFFIDAVIT AND CERTIFICATIONS

SUBCONTRACTOR certifies that the Work covered by this Subcontractor Affidavit, Final Waiver and Release of Lien has been completed in strict accordance with the Project Plans and Specifications and the provisions of the Subcontract and Contract Documents, as modified by any written change order, and that payment under the accompanying Subcontractor Application for Payment and pursuant to this Subcontractor Affidavit, Final Waiver and Release of Lien constitutes the final balance due from Contractor for the Project, receipt of which is hereby acknowledged.

SUBCONTRACTOR certifies that all amounts for the Work previously performed by Subcontractor and submitted under prior Subcontractor Applications for Payment have been paid by Contractor and received by Subcontractor, less retention, and that the Final Payment Due set forth above is now owed. By executing this Subcontractor Affidavit, Final Waiver and Release of Lien, Subcontractor authorizes Contractor to verify the payment status represented herein.

SUBCONTRACTOR certifies it has paid in full or otherwise satisfied all of its obligations to its subcontractors, materialmen, equipment suppliers, vendors, laborers, and employees for all labor performed, materials and equipment furnished, and services rendered to the Project whose work was incorporated on prior Applications for Payment up to and including the date hereof, and has paid or otherwise satisfied all other claims and indebtedness associated with the performance of the Subcontract, up to and including the date hereof, and that no other party has any claim, or right to a lien on account of any work performed, materials or equipment furnished, or services rendered for said Project under the Subcontract.

SUBCONTRACTOR further certifies that all subcontractors, materialmen, equipment suppliers, vendors, laborers, and employees whose labor performed, materials and equipment furnished and services rendered to the Project in connection with this Subcontractor Affidavit, Final Waiver and Release of Lien, the value of which is included in the amount sought herein, have been paid or will be paid by Subcontractor upon or prior to receipt of payment to Subcontractor of the amount requested herein.

SUBCONTRACTOR recognizes and agrees that Contractor is entitled to and shall rely upon the accuracy and completeness of the information and certifications provided herein by Subcontractor and in the Subcontractor accompanying Application for Payment and that Subcontractor is providing such information and certifications to induce Contractor to make payment to Subcontractor as requested herein.

II. FINAL VERIFIED LIST OF SUBS AND SUPPLIERS

SUBCONTRACTOR certifies and represents that in performance of the above-described Subcontract on the Project, the following companies or individuals have been contracted with or utilized by Subcontractor for portions of its Work, during the time period, and covering the Work, for which Subcontractor currently seeks final payment from Contractor, and the following final amounts are due, or to become due to them, for work done or materials furnished by them prior to the date hereof:

A. Subcontractors

	<u>Name</u>	<u>Phone #</u>	<u>Scope of Work</u>	<u>Total Contract Amount</u>	<u>Previous Amount Paid</u>	<u>Current Amount Due</u>
1.						
2.						
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10.						

B. Material Suppliers

	<u>Name</u>	<u>Phone #</u>	<u>Scope of Work</u>	<u>Total Contract Amount</u>	<u>Previous Amount Paid</u>	<u>Current Amount Due</u>
1.						
2.						
3.						
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10.						

SUBCONTRACTOR further states that the final amounts due or to become due to said subcontractors and material suppliers for work done or materials furnished to the Project prior to the date hereof are fully and correctly set forth opposite their names. Subcontractor has not employed or purchased or procured machinery, material or fuel from, or subcontracted with, any person, firm or corporation, other than those above-mentioned, and owes for no labor performed, or machinery, material or fuel furnished to or for the Project, other than as set forth above.

SUBCONTRACTOR acknowledges the right of Contractor to require verification of proof of payment to said subcontractors and material suppliers prior to disbursement of any funds to Subcontractor. Subcontractor further agrees that Contractor may contact the above subcontractors and material suppliers at any time to verify such payment.

III. FINAL WAIVER AND RELEASE OF LIEN

FOR GOOD AND VALUABLE CONSIDERATION, including without limitation the final payment received by it under the Subcontract, **SUBCONTRACTOR**, for itself and its subcontractors, materialmen, equipment suppliers, vendors, laborers, and employees **HEREBY**:

(A) EXPRESSLY AND FOREVER WAIVES, RELEASES AND RELINQUISHES all rights to hold, assert, enforce or file any and all claims and liens which Subcontractor now has or may have against Owner, any other equitable or legal interest holder in the Project, the Project itself (including without limitation the real property on which such Project is located and the improvements thereon), Architect, Contractor, Contractor's Surety and Contractor's contract proceeds to which it now or in the future may be entitled to receive from the Owner or any third party, and any third party contractor and its surety on the Project with whom Owner or Contractor has a contract, for any and all labor performed, materials and equipment furnished, and services provided to or for the Project by or through Subcontractor; and

(B) EXPRESSLY AND FOREVER AGREES TO INDEMNITY, DEFEND AND HOLD HARMLESS Owner, its officers, agents, representatives, and employees, any other equitable or legal interest holder in the Project, Architect, Contractor and Contractor's Surety, from and against any claim or lien of any kind whatsoever asserted through or under Subcontractor, including without limitation any claim or lien asserted by any person who has furnished labor, materials, equipment or services to Subcontractor, and from and against any and all damages, losses and expenses, including attorney fees, arising therefrom or incurred in connection therewith.

This Affidavit, Final Waiver and Release of Lien has been executed and tendered by the undersigned on behalf of Subcontractor to induce payment by Contractor and Owner of the above amount.

Date: _____

SUBCONTRACTOR:

By: _____

Printed Name and Title

STATE OF _____)

COUNTY OF _____)

) SS:

Subscribed and sworn to before me, a Notary Public, in and for said County and State this _____ day of _____, 20____.

Signature: _____

Printed: _____

My Commission Expires: _____

My County of Residence Is: _____

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SUBCONTRACT AGREEMENT
EXHIBIT D
PAYMENT POLICY AND LIEN WAIVERS

SUPPLIER LIEN WAIVER
(For use by Subcontractor's Suppliers Only)

PARTIAL **FINAL**

WHEREAS, _____ (“Company”) has been heretofore employed by (“Subcontractor”), (who has been hired by (“Contractor”)) to furnish certain design services, material, supplies, equipment or labor for or in connection with improvements for the premises known as _____ owned by _____ and located at _____ (hereinafter collectively referred to as the “Premises”): and

WHEREAS, the undersigned is duly authorized to execute this Conditional Waiver of Lien for and on behalf of the Company:

NOW, THEREFORE, the Company for and in consideration of the current receipt of _____ and has been paid to date _____, hereby waives, and releases the Contractor and Owner of the Premises from any and all liens, rights of lien or claims, of whatsoever kind or character on or against the Premises or the improvements located thereon on account for any and all labor, supplies equipment or material furnished for, in connection with or incorporated in the Premises by the Company or by its subcontractors, material men and suppliers through _____. This Conditional Waiver of Lien is given in order to induce the Contractor to pay the amount indicated above, and upon receipt of such amount by the Company, this release may be recorded, become valid, enforceable and of full effect.

Company: _____

By: _____

Printed: _____

Title: _____

Dated: _____

STATE OF _____)

) SS

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, who acknowledged the execution of the foregoing Conditional Waiver of Lien and who, having been sworn, stated that the representations therein contained are true.

Witness my hand and Notary Seal this _____ day of _____, 200__.

Notary Public: _____

Printed Name: _____

My Commission Expires: _____

SUBCONTRACT AGREEMENT
EXHIBIT E
INSURANCE REQUIREMENTS

Insurance certificates must be received and approved by Contractor prior to commencement of work. General Liability, Automotive Liability, Worker's Compensation and Employee Liability Insurance must be carried by each Subcontractor. Insurance Certificates must be in our office prior to jobsite mobilization. Attached is a sample Certificate of Insurance identifying the necessary coverages and limits required in the performance of the work.

CERTIFICATE OF INSURANCE EXAMPLE						ISSUE DATE (MM/DD/YYYY) <u>1</u>					
PRODUCER: <i>Your Producer Name</i> <i>Your Producer Address</i> <u>2</u> <i>Your Producer City, State and Zip</i> <i>Your Producer Telephone Number</i>			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.								
INSURED: <i>Your Company Name</i> <i>Your Company Address</i> <i>Your Company City, State and Zip</i> <u>3</u> <i>Your Company Telephone Number</i>			INSURER'S AFFORDING COVERAGE		NAIC #						
			INSURER A:	<i>Your General Liability Carrier</i>							
			INSURER B:	<i>Your Automobile Carrier</i>							
			INSURER C:	<i>Your Excess Liability Carrier</i> <u>4</u>							
			INSURER D:	<i>Your WC/Employers Liability Carrier</i>							
			INSURER E:								
COVERAGES											
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY AGREEMENT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
INSR LTR	TYPE OF INSURANCE			POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS <u>6</u>				
<u>5</u> A	GENERAL LIABILITY			<i>YOUR POLICY #</i> <u>7</u>	XXXXXXXXXX	XXXXXXXXXX	EACH OCCURRENCE	\$1,000,000			
	X	COMMERCIAL GENERAL LIABILITY					8	9	DAMAGE TO RENTED PREMISE (Ea occur)	\$100,000	
		CLAIMS MADE	X						OCCUR	MED EXP (Any one person)	\$5,000
	GEN'L AGGREGATE LIMITS APPLIES PER:									PERSONAL & ADV INJURY	\$1,000,000
	POLICY: PROJECT: X LOCATION:									GENERAL AGGREGATE	\$2,000,000
										PRODUCTS - COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY			<i>YOUR POLICY #</i>	XXXXXXXXXX	XXXXXXXXXX	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000			
	X	ANY AUTO					10	11	BODILY INJURY (Per person)		
		ALL OWNED AUTOS							BODILY INJURY (Per accident)		
	SCHEDULED AUTOS									PROPERTY DAMAGE (Per accident)	
	HIRED AUTOS										
	NON-OWNED AUTOS										
	GARAGE LIABILITY			<i>YOUR POLICY #</i>	XXXXXXXXXX	XXXXXXXXXX	AUTO ONLY - EA ACCIDENT				
	ANY AUTO								OTHER		
C	EXCESS/UMBRELLA LIABILITY			<i>YOUR POLICY #</i>	XXXXXXXXXX	XXXXXXXXXX	EACH OCCURRENCE	\$1,000,000*			
	X	PER OCCUR	CLAIMS MADE				AGGREGATE	\$1,000,000*			
		DEDUCTIBLE									
	RETENTION										
D	WORKMAN'S COMPENSATION & EMPLOYERS' LIABILITY			<i>YOUR POLICY #</i>	XXXXXXXXXX	XXXXXXXXXX	WC STATUTORY LIMITS				
							EL EACH ACCIDENT	\$100,000			
							EL DISEASE - EA EMPLOYEE	\$100,000			
							EL DISEASE - POLICY LIMIT	\$500,000			
ADDITIONAL INSURED: <u>10</u> Owner: Contractor:											
Certificate Holder is included as additional insured. The insured also agrees to waive all Rights of Subrogation for Worker's Compensation. It is also agreed that Policies represented on this certificate are Primary and Non Contributory.											
CERTIFICATE HOLDER				CANCELLATION							
CRG Residential IHA, LLC <u>11</u> 805 City Center Drive, Suite 160 Carmel, IN 46032				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.							
				AUTHORIZED REPRESENTATIVE <u>12</u>							
* COVERAGE FOR ELECTRICAL, HVAC, PLUMBING, STEEL, ELEVATOR AND FRAMING = \$5,000,000											

SUBCONTRACT AGREEMENT
EXHIBIT E
INSURANCE REQUIREMENTS

REQUIREMENTS

The sections below provide explanations and directions that correspond to the sections on the Certificate of Insurance to be provided by the Subcontractor/Supplier to the Contractor.

- 1 This is the date the Certificate of Insurance was typed.
- 2 This is the name and address of the agent or broker who placed the insurance coverage for the Subcontractor/Supplier.
- 3 This is the name and address of the Subcontractor/Supplier.
This name must be the same as Subcontractor/Supplier named in the Agreement.
- 4 This is the name(s) of the insurance companies providing the insurance to the Subcontractor/Supplier. Insurance shall be placed with insurers which have an A.M. Best rating of "A VIII" or better.
- 5 Letter designation will indicate which insurance company is providing insurance coverage from the list of insurance companies under "Insurer's Affording Coverage".
- 6 Type of Insurance identifies the specific insurance being provided. Subcontractor/Supplier shall maintain limits of liability of at least:
 - a) **Commercial General Liability**
\$1,000,000 each occurrence bodily injury and property damage
\$1,000,000 personal and advertising injury
\$2,000,000 products and completed operations aggregate
\$2,000,000 general aggregate
 - b) **Automotive Liability**
\$1,000,000 combined single limit per accident, bodily injury and property damage
 - c) **Excess/Umbrella Liability**
 - 1) Electrical, HVAC, Plumbing, Steel, Elevator, Roofing and Framing Subcontractors
\$5,000,000 each occurrence
\$5,000,000 annual aggregate
 - 2) All other Subcontractors
\$1,000,000 each occurrence
\$1,000,000 annual aggregate
 - d) **Workers Compensation**
Coverage as required by law
 - e) **Employer's Liability**
\$100,000 bodily injury by accident
\$100,000 Disease – each employee
\$500,000 Disease – aggregate
- 7 This is the policy number of the insurance policy provided to Subcontractor/Supplier.
- 8 The policy effective date must be effective on or before the contract inception date.
- 9 **The policy expiration date must expire on or after the Final Completion date as defined in the Agreement. If the expiration date is before the Final Completion date, Subcontractor/Supplier must provide a renewal certificate to prevent access to any jobsite to be withdrawn and holds on Subcontractor/Supplier payments. No claims for delay or associated costs will be approved by Contractor in the even to any denial of access to any jobsite.**
- 10 Contractor's Special Request Items:
Additional Insureds Listed:
Owner:
Contractor:
- 11 The certificate holder is the Contractor, which requested the Certificate of Insurance from the Subcontractor/Supplier, not any individual person of Contractor.
- 12 The Certificate of Insurance must be signed to be valid. It can be signed by the agent, the broker or the insurance company.

Contractor will verify that the types of insurance and the limits of coverage being provided are consistent with the contract requirements. Approval of Subcontractor's/Supplier's Certificate of Insurance will be subject to this verification.

Original Certificate(s) of Insurance must be mailed to:

Attn: Accounting
805 City Center Drive, Suite 160
Carmel, IN 46032

Faxed Certificate(s) of Insurance must be faxed to:

Attn: Accounting
(317) 575-9399

SUBCONTRACT AGREEMENT
EXHIBIT F
SAFETY POLICY

In our continued effort to provide a safe work site, free from recognized hazards, Contractor endorses a pro-active, onsite safety program. It is the intent of this program to prevent all accidents, injuries, and job related illnesses. As a service to the Contractor, a third party "Safety Consultant" has been obtained and is available to all Subcontractors and Suppliers upon their request. This consultant will perform routine inspections identifying recognized hazards that are in direct conflict with the Contractors intent to provide a safe work environment.

By executing your Subcontract or Purchase Agreement, you hereby agree to perform all work associated with the Subcontract Documents and in compliance with all provisions of OSHA, along with any state and local amendments. Failure to perform your contract in a safe manner is a breach of your contract, and may be subject to immediate termination. As to insure a safe and accident free work environment, the following policy has been enacted and enforceable:

- All recognized safety hazards must be corrected immediately.
- Any individual found performing an unsafe act will be verbally warned. A written notice will be forwarded to the Subcontractor's and/or Supplier's home office. At Contractor's discretion, unsafe hazards by any individual may constitute immediate removal of said individual from the jobsite.
- If this individual is found performing a repeated unsafe act, Subcontractor's superintendent and the employee will receive a second warning. A written second notice will be forwarded to the Subcontractor's and/or Supplier's home office. At Contractor's discretion, unsafe hazards by any individual may constitute immediate removal of said individual from the jobsite.
- If this same employee is found performing an unsafe act for a third time, the individual will be immediately removed from the jobsite. A written notice will be forwarded to the Subcontractor's and/or Suppliers home office along a mandatory "Backcharge" from monies due in the amount of \$1,000. This Subcontractor and/or Supplier may also be held responsible for any and all costs associated with the delay of the project caused by the replacement of unsafe employees.

For obvious reasons, safety violations directly involving life safety may be acted on in a much more severe manner.

Jobsite safety is everyone's responsibility. Together we can make this project safer for the entire team.

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SUBCONTRACT AGREEMENT
EXHIBIT G
W-9

See Attached

DRAFT
FOR INFORMATIONAL
PURPOSES ONLY

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 3.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

SUBCONTRACT AGREEMENT
EXHIBIT H

VERIFIED LIST OF SUBCONTRACTORS AND SUPPLIERS

(To be submitted at time of contract execution)

STATE OF _____, COUNTY OF _____, SS:

Project #:
Project Name:
Address 1:
Address 2:
City, State Zip:

Subcontract #:
Subcontract Date:

Subcontractor Name:
Address 1:
Address 2:
City, State Zip:

Contractor Name:
Address 1:
Address 2:
City, State Zip:

Owner Name:
Address 1:
Address 2:
City, State Zip:

Architect Name:
Address 1:
Address 2:
City, State Zip:

The undersigned, being duly sworn, deposes, certifies and says that he (she) is an officer of the above-named Subcontractor, and is duly authorized to make this Verified List on behalf of Subcontractor, and that in performance of the above-described Subcontract on the Project, Subcontractor has contracted with, or shall be contracting with, the following companies or individuals for portions of Subcontractor's work:

I. SUBCONTRACTORS

	<u>Name</u>	<u>Address</u>	<u>Phone No.</u>	<u>Scope of Work</u>	<u>Contract Amount</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____

II. MATERIAL SUPPLIERS

	<u>Name</u>	<u>Address</u>	<u>Phone No.</u>	<u>Scope of Work</u>	<u>Contract Amount</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____

Subcontractor recognizes and agrees that Contractor is entitled to and shall rely upon the accuracy and completeness of the information and verifications provided herein in connection with Contractor authorizing and making any payments to Subcontractor under the Subcontract, and that Subcontractor is providing such information and verifications, in part, to induce Contractor to make such payments to Subcontractor.

Subcontractor acknowledges the right of Contractor to require verification of proof of payment to said subcontractors and material suppliers prior to disbursement of any funds to Subcontractor. Subcontractor further agrees that Contractor may contact the above subcontractors and material suppliers at any time to verify such payment.

Date: _____

SUBCONTRACTOR:

By: _____

Printed Name and Title

STATE OF _____)

) SS:

COUNTY OF _____)

Subscribed and sworn to before me, a Notary Public, in and for said County and State this ____ day of _____, 20__.

Signature: _____

Printed: _____

My Commission Expires: _____

My County of Residence Is: _____

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PURPOSES ONLY**

SUBCONTRACT AGREEMENT
EXHIBIT I

SUBCONTRACTOR DAILY REPORT

SUBCONTRACTOR: _____

Scope of Work: _____

Report Date: _____

Report No.: _____

Project Name: _____

Project No.: _____

I. General Information:

Weather Conditions: _____

Temperature Range: _____

Precipitation: _____

Site Conditions Observed: _____

Tests Conducted (if any): _____

II. Materials

Construction Materials Received:

Material Units Placed: _____

Location: _____

Total Material Units: _____

Stored on Site: _____

FOR INFORMATIONAL PURPOSES ONLY

III. Equipment On-Site:

1) List of operating equipment on site today (i.e., skyjack, backhoe):

2) List of non-operating equipment on site today (i.e., scaffolding)

IV. Manpower On Site:

Supervisor: _____
Forman: _____
Total Crew: _____
Skilled Trades: _____
Unskilled Trades: _____
Competent Person(s): _____

Names(s): _____

Total: _____

V. Work Accomplished

VI. Work Goals for Today:

VII. Issues/Items Hindering Work:

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VIII. Additional Work Approved and/or Performed:

IX. Subcontractor Safety:

Jobsite Accidents: _____ Location: _____

Notice of Accident Provided: _____ To Whom: _____

Injuries: _____ Property Damage: _____

- 1) Equipment certification: Competent person is certifying that the equipment used in conjunction with the work has been inspected and is approved for work to be performed by the subcontractor's work force.

Signed

- 2) Safety Issues Raised:

- 3) How and When Issues Resolved:

- 4) Safety Observations:

SUBCONTRACTOR: _____

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

