

indemnify Contractor for any claims arising from any claims arising from the Subcontractor's own negligence or the Contractor's own negligence. The Parties expressly hold that under 19 Del. C. § 2304, Subcontractor expressly provides by way of this written contract that Subcontractor waives its limitation on liability and may be liable to Contractor for damages, contribution, or indemnity as set forth in this section above.

GEORGIA

1) Section 5.2

After first line, ending "(7) Days after receipt by Contractor of payment from Owner for Subcontract Work." add:

It is specifically understood and agreed that payment to Subcontractor is dependent, as an express condition precedent, upon Contractor receiving contract payments, including retainer, from the owner.

2) Exhibit B, Section C

At the end of the last sentence of Section 1, insert the following:

In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor hereby expressly waives any limitation on its liability under any workers compensation acts, disability acts, or other employee benefit acts. This provision will explicitly apply to, but will not be limited to, any 'third party over' claims. Subcontract agrees that no act shall preclude such third-party indemnity actions against it.

ILLINOIS

1) Section 5.2

After first line, ending "(7) Days after receipt by Contractor of payment from Owner for Subcontract Work." add:

Payment from Owner to Contractor shall be an express condition precedent to payment being owed from Contractor to Subcontractor.

2) Exhibit B, Section C

At the end of the last sentence of Section 1, insert the following:

In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor hereby waives any limitation on its liability under any workers compensation acts, disability acts, or other employee benefit acts. This provision will explicitly apply to, but will not be limited to, any 'third party over' claims.

INDIANA

1) Section 5.2

After first line, ending "(7) Days after receipt by Contractor of payment from Owner for Subcontract Work." add:

It is specifically understood and agreed that payment to Subcontractor is dependent, as an express condition precedent, upon Contractor receiving contract payments, including retainer, from the Owner.

2) Section 6.4

In the section on indemnity, add the following language (changes in bold):

6.4. INDEMNITY. To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Architect/Engineer, the Owner and their agents, consultants and employees (the Indemnitees) from all claims for bodily injury and property damage that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses. This indemnification applies to any claims that arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

3) Exhibit B, Section C

At the end of the last sentence of Section 1, insert the following:

In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor hereby waives any limitation on its liability under any workers compensation acts, disability acts, or other employee benefit acts. This provision will explicitly apply to, but will not be limited to, any 'third party over' claims.

KENTUCKY

1) Section 5.2

After first line, ending "(7) Days after receipt by Contractor of payment from Owner for Subcontract Work." add:

It is specifically understood and agreed that payment to Subcontractor is dependent, as an express condition precedent, upon Contractor receiving contract payments, including retainer, from the owner. No instances of Contractor making payment to Subcontractor despite not first receiving full payment shall be treated as a waiver of this clause. This clause will be enforced despite any course of performance to the contrary.

LOUISIANA

1) Section 5.2

After first line, ending "(7) Days after receipt by Contractor of payment from Owner for Subcontract Work." add:

It is specifically understood and agreed that payment to Subcontractor is dependent, as an express condition precedent, upon Contractor receiving contract payments, including retainer, from the owner. No claim may be brought against Contractor or its surety until such payment from Owner has been received.

2) Section 6.4

In the section on indemnity, add the following language (bolded language is the additional language):

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Architect/Engineer, the Owner and their agents, consultants and employees (the Indemnitees) from all claims for bodily injury and property damage that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, that arise from the performance of the Work, of any and every kind arising out of the Subcontract Agreement, including Contractor's own negligence or sole negligence, as well as claims against the Contractor stemming from strict liability.

3) Exhibit B, Section C

At the end of the last sentence of Section 1, insert the following:

In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor hereby waives any limitation on its liability under any workers compensation acts, disability acts, or other employee benefit acts. This provision will explicitly apply to, but will not be limited to, any 'third party over' claims.

MARYLAND

1) Section 5.2

After first line, ending "(7) Days after receipt by Contractor of payment from Owner for Subcontract Work." add:

It is specifically understood and agreed that payment to Subcontractor is dependent, as an express condition precedent, upon Contractor receiving contract payments, including retainer, from the owner.

2) Section 6.4 [To be added only to Non-Construction Contracts]

In the section on indemnity, add the following language (bolded language is the additional language):

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Architect/Engineer, the Owner and their agents, consultants and employees (the Indemnitees) from all claims for bodily injury and property damage that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, that arise from the performance of the Work, of any and every kind arising out of the Subcontract Agreement, including Contractor's own negligence.

3) Exhibit B, Section C

At the end of the last sentence of Section 1, insert the following:

In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor hereby waives any limitation on its liability under any workers compensation acts, disability acts, or other employee benefit acts. This provision will explicitly apply to, but will not be limited to, any 'third party over' claims.

MINNESOTA

1) Section 5.2

After first line, ending "(7) Days after receipt by Contractor of payment from Owner for Subcontract Work." add:

Payment from Owner to Contractor shall be an express condition precedent to payment being owed from Contractor to Subcontractor.

2) Section 6.4 [To be added only to Non-Construction Contracts]

In the section on indemnity, add the following language (bolded language is the additional language):

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Architect/Engineer, the Owner and their agents, consultants and employees (the Indemnitees) from all claims for bodily injury and property damage that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, that arise from the performance of the Work, of any and every kind arising out of the Subcontract Agreement, including Contractor's own negligence. Subcontractor agrees to indemnify and save harmless the Contractor, his agents and employees from all such claims including without limiting the generality of the foregoing, claims for which the Contractor may be, or may be claimed to be, liable.

3) Exhibit B, Section C

At the end of the last sentence of Section 1, insert the following:

In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor hereby waives any limitation on its liability under any workers compensation acts, disability acts, or other employee benefit acts. This provision will explicitly apply to, but will not be limited to, any 'third party over' claims.

MISSISSIPPI1) Exhibit B, Section C

At the end of the last sentence of Section 1, insert the following:

In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor hereby waives any limitation on its liability under any workers compensation acts, disability acts, or other employee benefit acts. Under this provision of this written contract the parties expressly agree to such contribution or indemnification regardless of any contribution limitations contained in Miss. Code Ann. § 71-3-9.

MISSOURI1) Section 5.2

~~After first line,~~ ending "(7) Days after receipt by Contractor of payment from Owner for Subcontract Work." add:

Notwithstanding anything else in this Subcontract or Contract documents, it is specifically understood and agreed that the obligation of the Contractor to make any payment under this Subcontract is subject to the express and absolute condition precedent of payment by Owner. The insolvency of the Owner or any non-payment from the Owner to the Contractor will defeat a claim of nonpayment brought by the Subcontractor against the Contractor. The risk of insolvency of the Owner or any non-payment from the Owner to the Contractor will be borne by the Subcontractor. This clause will be deemed dominant in the case of any ambiguity caused between this clause and any other in the Subcontract or Contract.

2) Exhibit B, Section C

At the end of the last sentence of Section 1, insert the following:

In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor hereby expressly waives any limitation on its liability under any workers compensation acts, disability acts, or other employee benefit acts. This provision will explicitly apply to, but will not be limited to, any 'third party over' claims. Subcontractor agrees to indemnify the Contractor for all liabilities that arise in any way, directly or indirectly, from Subcontractor's work under this Subcontract.

NEW JERSEY1) Section 5.2

~~After first line,~~ ending "(7) Days after receipt by Contractor of payment from Owner for Subcontract Work." add:

It is specifically understood and agreed that payment to Subcontractor is dependent, as an express condition precedent, upon Contractor receiving contract payments, including retainer, from the owner. Subcontractor expressly bears the risk of nonpayment by the Owner.

2) Exhibit B, Section C

At the end of the last sentence of Section 1, insert the following:

In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor hereby waives any limitation on its liability under any workers compensation acts, disability acts, or other employee benefit acts. This provision will explicitly apply to, but will not be limited to, any 'third party over' claims.

NEW YORK1) Section 6.4

In the section on indemnity, add the following language (changes in bold):

6.4. INDEMNITY. To the fullest extent permitted by New York law, generally, and NY CLS Gen. Oblig. § 5-322.1, specifically, the Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Architect/Engineer, the Owner and their agents, consultants and employees (the Indemnitees) from all claims for bodily injury and property damage that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, that arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

2) Exhibit B, Section C

At the end of the last sentence of Section 1, insert the following:

In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor hereby waives any limitation on its liability under any workers compensation acts, disability acts, or other employee benefit acts. This provision of this written contract expressly agrees to such contribution or indemnification regardless of any contribution limitations contained in NY CLS Work. Comp. § 11.

NORTH CAROLINA1) Exhibit B, Section C

At the end of the last sentence of Section 1, insert the following:

In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor hereby expressly waives any limitation on its liability under any workers compensation acts, disability acts, or other employee benefit acts. This provision will explicitly apply to, but will not be limited to, any 'third party over' claims. Subcontract agrees that no act shall preclude such third-party indemnity actions against it.

OHIO1) Section 5.2

After first line, ending "(7) Days after receipt by Contractor of payment from Owner for Subcontract Work." add:

It is specifically understood and agreed that payment to Subcontractor is dependent, as an express condition precedent, upon Contractor receiving contract payments, including retainer, from the owner.

2) Exhibit B, Section C

At the end of the last sentence of Section 1, insert the following:

In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor hereby waives any limitation on its liability under any workers compensation acts, disability acts, or other employee benefit acts. This provision will explicitly apply to, but will not be limited to, any 'third party over' claims.

PENNSYLVANIA1) Section 5.2:

After first line, ending "(7) Days after receipt by Contractor of payment from Owner for Subcontract work." add:

Payment from Owner to Contractor is an express condition precedent to payment from the Contractor to the Subcontractor. In the event that payment is not made to Contractor from Owner for any reason whatsoever, Subcontractor shall look exclusively to the Owner for Payment.

2) Section 6.4

In the section on indemnity, add the following language (bolded language is the additional language):

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Architect/Engineer, the Owner and their agents, consultants and employees (the Indemnitees) from all claims for bodily injury and property damage that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, that arise from the performance of the work, of any and every kind arising out of the Subcontract Agreement, including Contractor's own negligence.

3) Exhibit B, Section C

At the end of the last section of Section 1, insert the following:

In claims against the Contractor or the Owner by an employee of the Contractor, Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts that they may be liable, Subcontractor shall indemnify and hold harmless Contractor and such indemnification obligation shall not be limited by a limitation on amount or type of damage, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The Parties expressly hold that under 77 P.S. § 481(b), Subcontractor and its insurance companies expressly provide by way of this written contract that Subcontractor and its insurance companies waive their limitations on liability and may be liable to Contractor for damages, contribution, or indemnity.

SOUTH CAROLINA1) Section 5.2

After first line, ending "(7) Days after receipt by Contractor of payment from Owner for Subcontract Work." add:

It is specifically understood and agreed that payment to Subcontractor is dependent, as an express condition precedent, upon Contractor receiving contract payments, including retainer, from the owner.

2) Section 6.4

In the section on indemnity, add the following language (bolded language is the additional language):

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Architect/Engineer, the Owner and their agents, consultants and employees (the Indemnitees) from all claims for bodily injury and property damage that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, that arise from the performance of the Work, of any and every kind arising out of the Subcontract Agreement, including Contractor's own negligence.

3) Exhibit B, Section C

At the end of the last sentence of Section 1, insert the following:

In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor hereby expressly waives any limitation on its liability under any workers compensation acts, disability acts, or other employee benefit acts. This provision will explicitly apply to, but will not be limited to, any 'third party over' claims. Subcontract agrees that no act shall preclude such third-party indemnity actions against it.

TENNESSEE1) Section 5.2

After first line, ending "(7) Days after receipt by Contractor of payment from Owner for Subcontract Work." add:

It is specifically understood and agreed that payment to Subcontractor is dependent, as an express condition precedent, upon Contractor receiving contract payments, including retainer, from the owner.

2) Exhibit B, Section C

At the end of the last sentence of Section 1, insert the following:

In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor hereby expressly waives any limitation on its liability under any workers compensation acts, disability acts, or other employee benefit acts. This provision will explicitly apply to, but will not be limited to, any 'third party over' claims. Subcontract agrees that no act shall preclude such third-party indemnity actions against it.

TEXAS1) Section 5.2

After first line, ending "(7) Days after receipt by Contractor of payment from Owner for Subcontract Work." add:

It is specifically understood and agreed that payment to Subcontractor is dependent, as an express condition precedent, upon Contractor receiving contract payments, including retainer, from the Owner. The insolvency of the Owner or any non-payment from the Owner to the Contractor will defeat a claim of nonpayment brought by the Subcontractor against the Contractor. The risk of insolvency of the Owner or any non-payment from the Owner to the Contractor will be borne by the Subcontractor.

2) Exhibit B, Section C

At the end of the last sentence of Section 1, insert the following:

In the case of any damages or benefits payable by or for Contractor or Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts, Subcontractor hereby expressly waives any limitation on its liability under any workers compensation acts, disability acts, or other employee benefit acts. This provision will explicitly apply to, but will not be limited to, any 'third party over' claims. Subcontractor hereby agrees to indemnify Contractor for any claims brought by Subcontractor's employees and expressly waives its rights under Tex. Lab. Code Ann. § 401.004.

SUBCONTRACTOR / SUPPLIER ENVIRONMENTAL CHECKLIST

- Subcontractors/suppliers must comply with all relevant environmental legislation and regulations, and the consequences of non-compliance.
- Subcontractors/suppliers working with Aristeo Construction Company and/or its affiliated companies must comply with and ensure their employees, subcontractors/suppliers, or agents comply with the Aristeo Operating System (AOS) and Environmental Policy.
- Subcontractors/suppliers shall not allow discharge to drains and/or sewers without prior approval from Aristeo and the Owner.
- Subcontractors/suppliers must provide adequate spill/release prevention for bulk materials.
- Subcontractors/suppliers shall immediately notify Aristeo's Supervisor/Representative or the Owner of any spills, releases, or other environmental incidents.
- Subcontractors/suppliers shall immediately notify Aristeo supervision of any abnormal conditions found. Visibly discolored soils with a discernible odor, heavily stained concrete, or other environmental impacts must not be disturbed and brought to the attention of Aristeo supervision.
- Subcontractors/suppliers must properly label, store and dispose of all waste materials generated from their activities.
- Subcontractors/suppliers shall be required to prepare and maintain records pertaining to the work performed in accordance with the environmental regulatory requirements, including record retention.
- Subcontractors/suppliers shall ensure that all employees are properly trained on such things as the proper handling of materials and equipment, proper response to incidents involving their material, and general information relating to the AOS Environmental Requirements.
- Subcontractors/suppliers shall obtain, prior to commencing work, all the necessary environmental approvals or permits and present copies of such permits to Aristeo.
- Subcontractors/suppliers understand that Aristeo may interrupt the subcontractor/supplier activities that violate AOS policies and/or all legal requirements.

SUPPLIER DIVERSITY COMMITMENT WORKSHEET
Supplier Diversity Goals by Owner

Chrysler-10% MBE and 3% WBE
 Ford-6% MBE, 2% WBE, 3% VBE
 General Motors-8% MBE and WBE Combined
 Toyota-5% MBE and 2% WBE
 Other-6% MBE, WBE and VBE Combined

Subcontractor Name _____

Subcontract Number _____

Name of Diversity Supplier	Type	Nature of Work	Dollar Value
Total:			

Type = **MBE** (Minority Business Enterprise), **WBE** (Women Business Enterprise), **VBE** (Veteran Business Enterprise)

The minority companies listed above must be registered with a nationally recognized agency and a copy of their certificate must accompany this form.

 (Print Name)

 (Signature)

This form must be submitted with your signed subcontract.
You will not receive payment until this document is returned to our office.

Aristeo Construction Company and our affiliates are committed to developing growth among small and disadvantaged businesses including minority, women and veteran-owned construction firms.
We thank you in advance for your commitment to help us meet our Supplier Diversity goals.