

2/3/2022

Congratulations on the award for the «ProjectDescription»!

To facilitate accurate and timely payment, please have the person responsible for billing review Attachment D: Payment Procedure Checklist, which lists applicable accounting and management controls. If you have any questions or concerns, please contact the Project Manager named in the Subcontract or the Contract Administrator at 734-427-9111.

Paperwork that must be returned:

- 1) **Insurance documentation compliant with Attachment B and the other contract documents. Contractor must receive the insurance documentation before the work begins on site—no exceptions**
- 2) **A completed Attachment F**
- 3) **A current W9**
- 4) **NMA extension approval email (if required by Owner)**

**This office will reject invoices that do not comply with the items a) above; b) outlined in Attachment D; and c) in the other contract documents.*

Email contract documents to: contracts@aristeo.com

Email invoicing to: subap@aristeo.com

Attachment D: Payment Procedure Checklist

Please submit a preliminary schedule of values to the Project Manager for approval prior to the first invoice.

Invoices will not be processed until Subcontractor returns a signed Subcontract, certificate of insurance and related documentation, and a completed Attachment F.

Submitting Monthly Invoices

- 1) Identify the Subcontract No. on invoices. If unsure of the Subcontract No., please contact the Contract Administrator.
- 2) State the correct retainage amount on the invoice. The Subcontract lists the retainage amount. If unsure of the percentage amount for retainage, please contact the Contract Administrator.
- 3) Only invoice work in place for the base schedule of values, and if applicable, change orders. Only fully signed change orders may be invoiced; invoicing of unsigned or partially signed change orders is not allowed.
- 4) Submit invoice(s) based on Bill Groups. "Bill Group" means an order to be identified separately on an invoice.
 - a) If multiple Bill Groups apply, the job cost department will email a Bill Group schedule of values breakdown to Subcontractor's email address. This email will outline how the schedule of values shall be submitted by Bill Group.
 - b) Please note that when there are multiple Bill Groups for a Subcontract, Subcontractor shall submit more than one invoice against that Subcontract for the month in question.
- 5) Include an accurate, current, and notarized sworn statement with each submitted invoice.

Mandatory Due Dates

- 6) **On or before the 10th of each month**
 - a) Submit a pencil copy invoice(s) (if applicable) by Bill Group to the Project Manager, which forecasts through that month's end. If a pencil copy is received after the due date, it will not be included in the invoicing to the Owner or processed for payment.
- 7) **On or before the 25th of each month**
 - a) Submit fully executed formal invoice by Bill Group to subap@aristeo.com.

An executed formal invoice includes a signed and notarized AIA and sworn statement.

If the Project Manager does not advise as to the status of a pencil copy invoice, assume approval and submit the executed formal invoicing.

Payment

- 8) A waiver will be sent for Subcontractor's signature, and upon receipt of the completed waiver, Subcontractor's check will be released.

Subcontract

Job No.: «Project»	Phase Code: «udSubPhase»
Subcontract Date: 2/3/2022	Subcontract No.: «SL»
Project: «ProjectDescription»	Prime Contractor: «udPrimeCont»
Owner: «Owner»	Project Manager: «ProjectManager»
Project Location: «JobShipAddress» «JobShipCity», «JobShipState» «JobShipZip»	Architect/Engineer: «ArchEngName»

This Subcontract is an agreement between Contractor and Subcontractor for the consideration of: **«TotalSubcontract»**.

The following, as designated, applies to this Subcontract:

<input type="checkbox"/> Time and Material <input type="checkbox"/> Unit Price <input type="checkbox"/> Lump Sum Includes Payment & Performance Bond <input type="checkbox"/> Retainage: «MaxRetgPct»%	<input type="checkbox"/> Sales Tax Exempt (Tax Exempt certificate is attached) Labor Agreement: «CraftDescription» <input checked="" type="checkbox"/> Diversity Goals: Yes <input type="checkbox"/> OCIP/CCIP Applies
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The Subcontract incorporates and includes the following documents whether in hard copy or digital format:

- 1) this Subcontract
- 2) Attachment A: Scope of Work
- 3) Attachment B: Insurance Requirements
- 4) Attachment C: Subcontract Terms
- 5) Attachment D: Payment Procedure Checklist
- 6) Attachment E: Environmental Checklist
- 7) Attachment F: Diversity Commitment Worksheet
- 8) Drawings and Specifications (including all modifying documents issued on or before the Subcontract Date)
- 9) Prime Contract
- 10) Project manuals and other documents made available to Subcontractor to bid against for the Work
- 11) Post-bid review documents provided by Contractor to Subcontractor before the Subcontract is signed by both parties
- 12) Progress Schedule
- 13) All documents directly or indirectly incorporated by reference regardless of tier

No payments will issue until Subcontractor returns a signed, unmodified Subcontract to Contractor. The parties are signing this agreement on the Subcontract Date.

«FirmName»
(the “**Subcontractor**”)

Aristeo Construction Company
(the “**Contractor**”)

Signature

Signature

BY (Type or print signer’s name and title)

«ProjectManager», Project Manager

BY (Type or print signer’s name and title)

Address and email contact:
«FirmAddress»
«FirmCity», «FirmState» «FirmZip»
«EMail»

Address and email contact:
«CompanyAddress»
«CompanyCity», «CompanyState» «CompanyZip»
«EmailPM»

Attachment A: Scope of Work

Subcontractor shall include and perform the following and as otherwise described in this Subcontract:

- 1) Coordination with all other trades as required for the complete and proper execution of the work.

«udSubScope»

Inclusions:

«udInclusions»

Subcontractor and its employee shall comply with all of the protective measures outlined in the Aristeo Construction COVID-19 Work Plan (the "Work Plan") as if Subcontractor was the author of the Work Plan. The Work Plan's protective measures are minimum requirements, and Contractor does not represent that the measures are fully protective of Subcontractor and its employees. Subcontractor shall independently determine the sufficiency of protective measures for performing the Subcontract and may implement measures more stringent than the Work Plan to provide sufficient safety controls for it and its employees to perform the Subcontract. At a minimum, Subcontractor shall provide its employees with PPE, disinfectant, and hand sanitizer. Contractor shall provide hand wash stations and marked disposal cans for use at the project.

Including but not limited to:

- Coordination with all other trades as required for the complete and proper execution of the work.
- All warranties as required by all sections of the specification as it relates to the materials and equipment furnished under this agreement.

Attachment B: Insurance Requirements

Before mobilization to the Project Location or otherwise commencing the Work, Subcontractor included in its pricing and shall a) procure and maintain at its expense all insurance of the type and minimum coverages stated in this attachment and the Subcontract; and b) cause to be furnished a certificate of insurance in the ACORD format and stating policy numbers including expiration dates and endorsements or other amending documents to demonstrate such insurance coverages meet the requirements. Subcontractor may meet minimum coverage limits by either primary policies or a combination of primary policies with the balance covered by an excess or umbrella policy. Contractor does not state that the listed policy requirements or limits of protection are adequate to satisfy Subcontractor's interests. Subcontractor shall determine if coverages are in effect and satisfactory for the risk management goals of Subcontractor. Insurance providers must be domiciled in the U.S. and have an A.M. Best Co. rating of AVIII or better. Subcontractor's policies shall not require or bind Contractor to arbitration before any tribunal, including any foreign tribunal.

1) Commercial General Liability Insurance including the following coverages:

- a) Premises / Operations Liability
- b) Explosion, Collapse and Underground Hazards
- c) Products / Completed Operations Hazards
- d) Contractual Liability Coverage
- e) Personal Injury Liability
- f) Independent Contractors

The limits of insurance must be equal to or greater than the following:

«udGLGenAgg»	General Aggregate on a Per Project Basis (Other than Products / Completed Operations)
\$ 2,000,000	Products / Completed Operations Aggregate
\$ 1,000,000	Personal and Advertising Injury
«udGLPerOccur»	Each Occurrence

Products / Completed Operations coverage, including an additional insured endorsement covering the Additional Insureds, shall remain in effect for the longer of the period required by the Subcontract or the last applicable statutes of limitations or repose for construction defects and products liability claims in the state where the Work is performed.

If the Work requires operations within 50 feet of a railroad, subject to the standard policy terms, the definition of an insured contract in the General Liability policy will be amended to delete the exception in connection with construction or demolition on or within 50 feet of a railroad.

If the Work requires operations within 50 feet of a railroad and it is stipulated by the railroad entity that Subcontractor provide a Railroad Protective Liability policy in the name of the specific railroad entity for performing work on the railroad right-of-way, this policy will be procured and maintained.

2) Business Automobile Insurance including the following coverages:

- a) Owned Vehicles
- b) Non-Owned Vehicles
- c) Hired Vehicles
- d) Each of the above listed coverages must provide coverage in the following minimum limits:
«udGLPerOccur» Bodily Injury & Property Damage each accident

3) Workers Compensation & Employers Liability Insurance including the following coverages:

- a) Statutory Workers Compensation Coverage in accordance with the laws of the state within whose jurisdiction the work is performed. If the work of this contract falls within the purview of the United States Longshoremen's and Harbor Workers' Compensation Act, The Jones Act or the Federal Employer's Liability Act, Subcontractor shall extend coverage to provide and maintain in effect during the period covered by this Subcontract by endorsement, insurance against the liability imposed under these acts as applicable, including sole proprietors and corporate officers performing work at the Project Location, \$1,000,000.00 (or Statutory Minimum). 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 expressly waives any limitation on its liability under any workers compensation acts, disability, acts, or other employee benefit acts. This term will explicitly apply to, but will not be limited to, any 'third party over' claims. Subcontractor agrees that no act shall preclude such third-party indemnity actions against it.
- b) Employers Liability Coverage having a minimum of \$1,000,000.00 each accident including Occupational Disease.
- c) Policy to be endorsed with waiver of subrogation in favor of Contractor and Owner.
- d) Policy coverage is for Subcontractor's employees as well as personnel from a professional employer organization, an employee leasing company, and other similar services.

4) Excess Or Umbrella Liability Insurance including the following coverages:

Excess or Umbrella coverage is to be excess over paragraph 1), paragraph 2), and Employers Liability in paragraph 3) as identified above or per Owner requirements «udUmbLialns». Coverage under an excess or umbrella policy must be as broad as the coverage provided by primary policies.

5) Trucking/Cargo Insurance including the following coverages:

If the Subcontract involves trucking/hauling services, Subcontractor shall provide Motor Truck Cargo Liability Insurance covering Subcontractor for loss of or damage to all Contractor owned, leased, and rented property/cargo whether in transit or under the Subcontractor's care/custody. Policy limits are to equal the value or replacement cost of the insured cargo/matter. Subcontractor shall comply with federal and state regulations and provide the MCS-90 endorsement if transporting Hazardous Material. Certificate is to be issued without a tariff clause.

6) Professional Liability including the following coverages:

If the Subcontract involves Professional Services, Subcontractor shall provide Professional Liability (Errors & Omissions) Insurance in an amount equal to or greater than «udProLiabIns» per claims made for damages caused by any error, act, or omission of Subcontractor or of any other person for whose errors, acts, or omissions Subcontractor may be liable arising out of the performance of services in a professional capacity. This coverage period will continue until 3 years after final payment, and if Subcontractor terminates coverage at any time before the coverage period expires, Subcontractor shall provide evidence of continuing coverage for the required limit amount or obtain extended reporting period coverage ("tail cover") for a coverage period equal to or greater than 3 years. Subcontractor will furnish a copy of the Professional Liability policy on request.

7) Environmental/Pollution Liability Insurance including the following coverages:

If the Subcontract involves Hazardous Material including a) remediation; b) abatement; c) handling; or d) otherwise exposure to causing a pollution event, Subcontractor shall provide Pollution / Environmental Liability in the amount of «udEnvPollLiabIns» each claim, aggregate or otherwise specified if Owner's requirement is greater. The coverage will remain in effect for 3 years following completion at a minimum. *Trucking/Cargo Insurance applies if transporting Hazardous Material.*

8) Installation Floater/Builders Risk/Responsibility For Property Installed Or Being Installed including the following coverages:

If the Subcontract involves equipment or materials that are to be permanently installed, Subcontractor shall provide an Installation Floater policy with limits to reflect one or both of the contract value and any equipment in Subcontractor's care, custody, or control. If during construction there is a loss or damage to Subcontractor's equipment, material, or contract work, Subcontractor shall first seek recovery from its property insurance coverage. In cases of claims paid by Owner's or Contractor's Builders Risk Insurance coverage, Subcontractor shall pay any deductibles and self-insured retentions applied to insured losses under those policies, which arise from Subcontractor's Work.

9) Miscellaneous Requirements:

Regardless of other insurance, these coverages are on a primary and non-contributory basis. All Additional Insureds are to be covered for all liability arising from the Subcontract to the full limits carried by Subcontractor—not just to those required by this Subcontract. Subcontractor will attach to its certificate of insurance a copy of the policy endorsements under which the Additional Insureds (except for Professional Liability and Workers Compensation) are added as additional insureds, and in the case of the General Liability policy, by utilizing ISO endorsement forms that are at least as broad in additional insured coverages as a) CG 20 10 11 85; b) CG 20 10 10 01 and 20 37 10 01 combined; or c) equivalents in coverage in every respect as to option a) or b). The policies shall not eliminate or restrict coverage for claims or suits between "named insureds" and additional insureds. Subcontractor shall obtain and provide endorsements that waive subrogation and provide continued coverage in favor of the Additional Insureds. The policies shall provide a 30-calendar-day-advance notice of when protection provided under these policies will cancel, reduce, or otherwise change. Equivalent insurance coverages must be obtained from each of Subcontractor's Subordinate Parties, if any, before a Subordinate Party commences work at the Project or Subcontractor shall obtain insurance covering such Subordinate Parties. Receipt by Contractor of a non-conforming certificate of insurance, endorsement, or other documentation without objection, or Contractor's failure to collect a certificate of insurance, endorsement, or other documentation shall not waive or alter Subcontractor's duty to comply with the insurance requirements.

If Subcontractor fails to procure and maintain any required insurance coverages, Contractor may procure and maintain the required insurance coverages for and in the name of Subcontractor. For those insurance coverages procured by Contractor under this paragraph, Subcontractor shall pay the cost and shall furnish all necessary information to make effective and maintain those insurance coverages. At Contractor's option, Contractor may deduct the cost of insurance coverages purchased on behalf of Subcontractor, and Contractor may deduct those costs from any amounts that are then due or will become due to Subcontractor under this Subcontract or other contracts between Contractor and Subcontractor.

Additional Insureds: «udAddInsuredforContract»

Reference Job # «Project»

Certificate Holder: Aristeo Construction, 12811 Farmington Rd., Livonia, MI 48150

Fax Certificate to: 734-793-5536 Email Certificate to: contracts@aristeo.com

Attachment C: Subcontract Terms

ARTICLE 1 DEFINITIONS

- 1.1. The following definitions apply to the document having the title "Subcontract" and the Subcontract's Attachments.
- 1.1.1. "Change Order" means a written document signed by Contractor and Subcontractor where they have agreed to change the scope, price, time for performance, or other terms of the Subcontract.
- 1.1.2. "Claim" means any demand or request by Subcontractor for extra payment, extension of time, damages, or other relief in connection with the Subcontract.
- 1.1.3. "Contractor" means the entity issuing this Subcontract, and the term "Contractor" is used regardless of whether the actual role is as general contractor, construction manager, design/builder, subcontractor, or otherwise.
- 1.1.4. "Drawings" means the graphic and pictorial portions of the Subcontract's Work.
- 1.1.5. "Emergency" means a condition that will imminently affect the safety of persons or property.
- 1.1.6. "Hazardous Material" means any material containing asbestos; lead; PCB; molds; any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under federal, state, or local law; and any other chemical, material, or substance that might have adverse effects on human health or the environment.
- 1.1.7. "Indemnitees" means Contractor and its agents, owners, officers, members, partners, affiliates, consultants, employees, and successors as well as all parties that the Prime Contract expressly identifies as indemnitees that Subcontractor is responsible to.
- 1.1.8. "Owner" means the party with whom Contractor has entered into the Prime Contract with respect to the Project.
- 1.1.9. "Prime Contract" means the contract between Contractor and Owner for the Project including all changes to that contract through the Subcontract Date. The Prime Contract is available to Subcontractor on request, and regardless of whether Subcontractor receives the Prime Contract, Subcontractor is bound to the Prime Contract as clarified by paragraph 2.1 and elsewhere in the Subcontract.
- 1.1.10. "Project" means the project identified in the Subcontract for construction and other services and includes the associated real property subject to improvement.
- 1.1.11. "Specifications" means written requirements for the Work and performance of related services.
- 1.1.12. "Subcontract" has the meaning stated throughout the Subcontract and includes all documents incorporated by reference.
- 1.1.13. "Subcontract Price" means the amount to be paid to Subcontractor under the Subcontract including Change Orders, from funds received from or on behalf of Owner, for Subcontractor's proper performance of its Work.
- 1.1.14. "Subcontractor" means the entity that this Subcontract issued to and includes that entity's Subordinate Parties.
- 1.1.15. "Subordinate Parties" means Subcontractor's employees, workers, laborers, agents, consultants, suppliers, subcontractors, or other parties, where these parties are at any tier at or under Subcontractor, that perform, assist with, or otherwise are involved in the Work.
- 1.1.16. Along with as stated elsewhere within the Subcontract, "Work" means all duties, work, responsibilities, and obligations performed or to be performed by Subcontractor under the Subcontract.
- 1.2. If the Subcontract contains words or abbreviations that are undefined but have well known technical, trade, or construction industry meanings, those meanings apply.
- 1.3. The use of "including" means "including, but not limited to" and other forms of the verb "to include" are to be interpreted similarly; and references to "or" shall be deemed to be disjunctive but not necessarily exclusive (i.e., unless the context unambiguously dictates otherwise, "or" shall be interpreted to mean "and/or" rather than "either/or").
- 1.4. Where a period of time is specified to run from or after a given day or the day of an act or event, it is to be calculated exclusive of such day; and where a period of time is specified as commencing on a given day or the day of an act or event, it is to be calculated inclusive of such day.

ARTICLE 2 GENERAL PROVISIONS

- 2.1. **General Obligations.** In relation to the work, service, materials, goods, and equipment involved with this Subcontract, Subcontractor adopts all obligations, responsibilities, and limitations of rights toward Contractor, which Contractor adopts under the Prime Contract toward Owner, and Contractor acquires all rights and remedies as to Subcontractor, which Owner acquired as to Contractor under the Prime Contract. If the Prime Contract states or implies Subcontractor obligations and burdens, Subcontractor must perform those obligations and bear those burdens as part of Subcontractor's performance of this Subcontract. Subcontractor shall enter into similar agreements with its Subordinate Parties where those Subordinate Parties adopt all obligations and responsibilities that Subcontractor adopts towards Contractor, and Subcontractor acquires all rights and remedies as to the Subordinate Parties that Contractor acquires as to Subcontractor through this Subcontract. Subcontractor acknowledges that it carefully examined the Subcontract and is familiar and satisfied with the Subcontract's effects on Subcontractor's rights or performance.
- 2.2. **Extent of Agreement.** This Subcontract is the entire and integrated agreement between Subcontractor and Contractor, and this Subcontract supersedes and excludes all prior negotiations, representations, offers, proposals, and terms. If a conflict arises between terms in any documents that are a part of the Subcontract, the terms that govern are those that a) confer the greatest rights or remedies to Contractor; or b) impose the greatest duty, standard, burden, or other obligation on Subcontractor; if any document of the Subcontract including those incorporated by reference at any tier also include a conflict-resolution term, the conflict-resolution term in this paragraph governs and takes precedence over all other conflict-resolution terms. Information identified in one term and not identified in another is not to be deemed a conflict or inconsistency.
- 2.3. **Acceptance.** Subcontractor's signature on the Subcontract or Subcontractor's commencement of any Work is Subcontractor's acceptance of this Subcontract as issued by Contractor. Should Subcontractor commence any Work that relates to this Subcontract and then later sign the

Subcontract, Subcontractor's performance prior to that signature is governed by this Subcontract. This Subcontract may only be modified by a subsequent writing signed by Contractor's authorized representative. An instance of waiver of any Subcontract term by either party will not be deemed as a continuing waiver, and that Subcontract term will automatically reinstate to full effect despite an instance of waiver.

2.4. Schedule. Time is of the essence for this Subcontract. Subcontractor shall provide any scheduling and productivity information requested by Contractor and shall continually revise and update this information at Contractor's request while the Project progresses. In consultation with Subcontractor, Contractor shall prepare the schedule for performance of the Project (the "**Progress Schedule**") and shall revise and update this Progress Schedule as the work progresses. Contractor and Subcontractor shall be bound by the Progress Schedule. The Progress Schedule and all subsequent changes and additional details will be submitted to Subcontractor in advance of required performance. Contractor shall seek the written consent of Subcontractor, but ultimately Contractor has the right to determine, and if necessary, change the time, order, and priority in which various portions of Work will be performed and all other matters relative to the Work and the Project. Subcontractor agrees that it does not control the sequence or timing of the Progress Schedule and waives any Claim to same regardless of Subcontractor's assumptions.

2.5. Relationship of the Parties. Subcontractor accepts the relationship of trust and confidence established by this Subcontract and pledges its full cooperation with Contractor to exercise Subcontractor's skill and judgment in furthering Contractor's interests; to furnish efficient business administration and supervision; to always adequately supply workers, equipment, and materials to meet the Progress Schedule's requirements; and to perform the Work in an expeditious, economical, and safe manner consistent with Contractor's interests. Contractor agrees to furnish and approve, in a timely manner, information required by Subcontractor and to make payments to Subcontractor in accordance with the requirements of the Subcontract. Subcontractor shall not assign or subcontract the whole or any part of the Subcontract before Contractor's approval. The Subcontract does not create a contractual or third-party-beneficiary relationship of any kind a) between Architect and Subcontractor; b) between Owner and Subcontractor; or c) between any other persons or entities other than Contractor and Subcontractor. Subcontractor's agreements must name Contractor as an intended third-party beneficiary of those agreements.

ARTICLE 3 SUBCONTRACTOR'S OBLIGATIONS

3.1. Work. Subcontractor shall perform under the direction of Contractor and shall cooperate with Contractor, so Contractor may fulfill Contractor's obligations to Owner. Subcontractor shall complete the Work in accordance with the Progress Schedule. Upon notification that the job is ready for Subcontractor, Subcontractor is to perform the Work promptly and in such a manner as not to delay the progress of the Project as a whole. Subcontractor shall carry out the Work in strict compliance with the Subcontract and anticipate that its Work may be interfered with or temporarily delayed from time to time due to the preceding or concurrent performance of others. Subcontractor shall give timely notices to Contractor and to authorities pertaining to the Work, and shall obtain and pay for all permits (but excluding the general building permit), fees, licenses, assessments, inspections, and testing necessary to complete the Work. Subcontractor shall coordinate all deliveries with Contractor's Superintendent with at least a twenty-four hour advance notice. Deliveries shall be per Contractor's requirements and/or Progress Schedule. Subcontractor acknowledges that Attachment A, the Drawings, Specifications, or other documents may not explicitly describe some portions of the Work, but it is responsible to provide those portions under this Subcontract if reasonably inferable from these documents for proper completion. Subcontractor is responsible for its Subordinate Parties' conduct and for the supervision, control and discipline, safety, and prompt payment of its Subordinate Parties. If Contractor determines that a Subordinate Party is objectionable, Contractor has the option to direct Subcontractor to remove that Subordinate Party and replace them at Subcontractor's cost with another Subordinate Party.

3.2. Familiarity. Subcontractor's acceptance of the Subcontract is a representation that Subcontractor has a) visited the Project Location; b) familiarized itself with the conditions to perform the Work; c) familiarized itself with the status of construction at the Project Location; and d) correlated personal observations with requirements of the Subcontract as is reasonably ascertainable from this information. Subcontractor represents it has carefully reviewed all information that has been made available to it concerning visible and concealed conditions at the Project Location including existing conditions (including surveys, reports, data, as built drawings of existing improvements and utility sources, capacities, and locations) and has considered these factors and requirements in formulating its prices and performance time determinations. Notwithstanding dimensions in the Drawings or other Subcontract documents, Subcontractor shall field verify existing and other conditions by taking measurements to ensure the proper matching and fitting of the Work with adjacent conditions.

3.3. Taxes, Contributions, and Escalation. Contractor shall obtain from Owner and provide to Subcontractor a copy of tax-exempt certificates, if any, applicable to this Project. Notwithstanding the foregoing, it is Subcontractor's obligation to determine all local, state, and federal taxes measured by or imposed in connection with the Work including all sales, consumers, and use taxes imposed due to the purchase or use of any kind of personal property (the "**Taxes**"). Further, it is Subcontractor's obligation to determine all pension, welfare, vacation, annuity, payment, compensation, and any other benefit contributions payable in connection with the Work (the "**Contributions**"). The Subcontract Price is inclusive of all Taxes and Contributions required as of the Subcontract Date, whether then in effect or scheduled to go into effect, and Subcontractor shall pay such Taxes and Contributions in full. Subcontractor shall cooperate with and assist Contractor in securing qualified refunds of any Tax paid by Contractor or Subcontractor on goods, products, materials, equipment, or systems. All refunds secured shall be paid to Contractor. The Subcontract Price is inclusive of all forms of cost escalation in connection with the Work.

3.4. Equipment and Tools. If Subcontractor or its Subordinate Parties use any tools or equipment regardless of whether Subcontractor or its Subordinate Parties own such tools or equipment, Subcontractor assumes complete responsibility and liability for their use of such tools and equipment.

3.5. Quality and Inspections. Subcontractor shall a) ensure its Work is free from defects b) allow for uninhibited access to the Work whether at the Project Location or elsewhere to permit inspections, progress reviews, and assessments of the Work; and c) coordinate with and allow for any quality control and testing services performed by others against the Work. If Subcontractor installs Work that fails to conform to the Subcontract,

Subcontractor shall replace that Work to achieve Subcontract compliance as well as bear the burden of such replacement including all costs associated with additional quality control, testing services, and any damages and conditions caused by Subcontractor's failed compliance.

3.6. Substitutions. Subcontractor shall provide specified products consistent with the Drawings and Specifications; substitutions are not permitted and are excluded. Subcontractor may seek to obtain Contractor's written direction that Owner will accept substitutions. If a substitution is accepted, Subcontractor's proposal of a substitution is its representation that the substitution is equal or superior to the specified product in every regard.

3.7. Professional Services. If the Subcontract involves engineering, design, surveying, or other professional services (the "Professional Services"), the following requirements apply to these services:

3.7.1. Subcontractor shall cause all Professional Services to comply with the requirements of the Subcontract and all laws, regulations, ordinances, other legislation, and requirements of governmental authorities and agencies having jurisdiction over the design, construction, existence, or use of the Project. Subcontractor shall cause all such services to be provided by a properly licensed design professional (the "Professional"), whose signature and seal shall appear on all drawings, calculations, specifications, certifications, submittals, and other documentation prepared by a Professional. Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by a Professional.

3.7.2. Subcontractor shall cause all Professional Services to be provided with all due care that would be followed for a comparable project by a skilled professional working in the same field and the same region where the Project is located.

3.7.3. Subcontractor shall cause the design and installation of all Subcontractor-designed Work to interface properly with the design and construction of the entire Project.

3.7.4. Subcontractor shall maintain, at its own expense, all licenses and certifications necessary to perform the Professional Services.

3.7.5. For shop drawings and other submittals that are prepared and relate to the Work designed or certified by a Professional, this documentation shall bear that Professional's written approval when submitted to Contractor for submission to the designated reviewing parties.

3.7.6. Owner shall acquire and retain all rights, including copyright, to the drawings, specifications, and other documents prepared by and for Subcontractor through this Subcontract.

ARTICLE 4 SAFETY

4.1. Safety Program. To protect persons and property, Subcontractor shall establish a safety program implementing safety measures, policies, and standards conforming to a) those required or recommended by governmental and quasi-governmental authorities having jurisdiction; b) Contractor's health and safety manual and other safety requirements and procedures for the Project; c) all other requirements and procedures of Owner and others for the Project; and d) requirements and procedures of this Subcontract. Subcontractor assumes responsibility for all jobsite safety related to Subcontractor and arising from its Work. Subcontractor shall immediately report to Contractor any Hazardous Materials that it discovers as released at the Project. Subcontractor is responsible for protecting persons and property from the effects of all Hazardous Materials it creates or releases in connection with, or brings to, the Project.

4.2. Cleaning Up. At all times, Subcontractor shall keep the Project free from debris such as waste, rubbish, excess materials, and equipment involving its performance of the Work. Subcontractor shall not leave debris at the Project and shall promptly remove same. As a condition precedent to final payment, Subcontractor shall remove all tools, surplus materials, equipment, scrap, debris, and waste to leave the Project in a "broom clean" condition. If Subcontractor fails to perform these obligations within 24 hours of Contractor's notice to clean, Contractor may arrange for others to clean on behalf of Subcontractor and deduct those costs from the Subcontract Price.

ARTICLE 5 CHANGES AND CLAIMS

5.1. General. Subcontractor recognizes that changes to the Subcontract may occur and are within the contemplation of the parties to this Subcontract regardless of the individual and cumulative effect of the number of changes, their values, and their scopes. Various parties to the Project may request pricing to evaluate a potential change, and so Subcontractor shall not perform a change absent a prior written directive signed by Contractor's authorized agent. Contractor's superintendents and foremen are not authorized to agree to Subcontractor's pricing; Contractor's superintendents and foremen may sign time tickets for the sole purpose of documenting time irrespective of whether that time is considered a change on the Project. Unless a written directive states otherwise, Subcontractor shall perform all changes consistent with the Subcontract and cause the prompt completion of same to minimize affecting the Progress Schedule. No act, omission, or course of dealing by the parties under this Subcontract or otherwise shall alter the requirement that only a Change Order signed by the parties shall modify the Subcontract including the Subcontract Price and time of performance.

5.1.1. Contractor Direction. Contractor may make a change without invalidating this Subcontract regardless of notice to Subcontractor's surety, if any. Any extra work performed without Contractor's written directive is at Subcontractor's sole expense including any extra work attributable solely to Contractor's acts or omissions. In addition, Subcontractor is liable for all losses, costs, expenses, damages, and liability of any nature associated with or arising out of any change it makes without Contractor's written direction. Subcontractor is bound by any decisions of Owner relating to Subcontractor.

5.1.2. Subcontractor Notice. If Subcontractor discovers a condition or situation that it believes constitutes a change to its Work, or otherwise requires a change to the Subcontract, Subcontractor shall provide notice of the change no later than five calendar days from discovering the changed condition or situation. If a dispute arises between Contractor and Subcontractor about whether particular work constitutes a change, Subcontractor, upon direction from Contractor, shall timely perform the disputed work and give notice of any Claim for

the disputed work no later than seven calendar days after the disputed work was completed. Except in an Emergency, Subcontractor's failure to give timely notice of any change or Claim constitutes Subcontractor's unconditional waiver of all rights to all forms of compensation to Subcontractor for that change or Claim.

5.2. Documentation. When Contractor authorizes time and material, hourly rate, or overtime work in accordance with this article, Subcontractor shall record the day's personnel and equipment time as well as material delivery records and submit same by the following business day for signature by Contractor's Superintendent or authorized representative. If requested by Contractor, Subcontractor shall provide access to all records required to establish the validity of payment requests. No payment will be due for time and material, hourly rate, or overtime work absent strict compliance with this article. Contractor's signature on these records only verifies a) onsite labor and equipment hours; or b) material delivered and assumes that Subcontractor has submitted a proposed change and obtained Contractor's written approval in accordance with this Subcontract to undertake time and material, hourly rate, or overtime work; Contractor's signature does not constitute agreement for a change to the Subcontract Price. Overtime will not result in an adjustment to the Subcontract Price unless Contractor requests specific overtime in writing. All other overtime will be deemed voluntary and is at Subcontractor's sole expense. Contractor has the right to audit Subcontractor's books and other records relating to payments, Claims, pricing, and any other performance relating to the Subcontract.

5.3. Subcontractor Claim. Notwithstanding any other Subcontract term, Contractor will be liable to Subcontractor for any delay, interference, acceleration, or other damages to Subcontractor that result from any acts or omissions by Owner or Architect or anyone for whom either of them may be responsible, fire or other casualty, riots, strikes or other combined action of the workers or others, any acts of God, or any other causes for damages beyond Contractor's reasonable control, but only if and to the extent Owner is liable to Contractor for these damages and actually pays Contractor for these damages or grants a time extension. It is expressly understood that the only obligation Contractor has to Subcontractor under this term is to pass on to Owner any Subcontractor Claim, and to pay to Subcontractor any amounts incorporated by Change Order and that Owner pays to Contractor or grants time extensions as a result of Subcontractor's Claim. Subcontractor shall reimburse Contractor for all costs and all other expenses, including attorneys' fees, incurred in connection with presenting any Subcontractor Claim to Owner.

5.4. Pricing. Subcontractor shall submit to Contractor its proposed pricing for changes within no more than seven calendar days of notice of the change. Subcontractor must also submit its change proposals in time for Contractor to comply with the Prime Contract's timeliness requirements, and if Subcontractor fails to meet those timeliness requirements, Subcontractor unconditionally waives all rights to all forms of compensation. That pricing shall be reasonable in value within the context of the scope and time required to complete the change while accounting for the Progress Schedule. All proposals must strictly comply with the Prime Contract including all mark-up limitations. For Emergency changes, pricing is limited to account for those actions reasonable to prevent the Emergency's threatened loss, damage, or injury. Overtime is chargeable at actual cost of only the premium portion of labor (markups for overhead or profit are not compensable and are excluded) plus those labor taxes and fringes that Subcontractor is required to pay by law or labor agreements.

5.5. Allowances. The Subcontract Price includes any allowances identified in the Subcontract. Before Subcontractor may bill against an allowance, Contractor must provide written direction authorizing the scope that Subcontractor is to perform under the allowance, and Subcontractor must record and submit detailed time tickets, material invoices, and any other backup requested by Contractor to substantiate the value proposed for billing against an allowance. Subcontractor may apply overhead and profit markups against allowance work for billing against an allowance.

ARTICLE 6 PAYMENT

6.1. Schedule of Values. As a condition of payment, Subcontractor shall provide a schedule of values satisfactory to Contractor no later than 21 calendar days from the Subcontract Date.

6.2. Payments. Invoices for payments including all related documentation are subject to a) approval by Contractor and Owner's representative, to the extent the latter is required by the Prime Contract; b) a Subcontractor sworn statement and a partial or a final waiver in a form complying with state law; c) waivers appropriate to the stage of the Work from Subcontractor's subcontractors and suppliers; d) submittal of all warranties, guarantees, or other documentation required by the Subcontract; e) withheld retention; and f) compliance by Subcontractor with all other Subcontract requirements. Payment against an invoice does not operate as an acceptance or a waiver as to the quality, completeness, or timeliness of the Work, and such payment is not Contractor's acceptance or release of Subcontractor from any of its obligations. Subcontractor acknowledges and specifically agrees that Contractor's actual receipt of a payment involving Subcontractor's work from Owner shall, to the fullest extent permitted by law, be an express condition precedent to the right of Subcontractor to receive the corresponding payment from Contractor. Subcontractor's right to payment shall not be enlarged by reason of the existence of any labor and material payment bond, mechanic's lien discharge bond, or other securities that may exist.

6.3. Trust Funds. Before application to any other purpose, all Subcontract funds payable to Subcontractor are to be deemed to constitute trust funds in the hands of Subcontractor that are to be applied to the payment of claims in the following order a) as dictated by applicable law, if any; b) Subcontractor's Subordinate Parties; b) utilities furnished and taxes imposed; and c) premiums on surety bonds and other bonds.

6.4. Payments Withheld. Contractor may reject a Subcontractor payment application or nullify a previously approved Subcontractor payment application, in whole or in part, and withhold the corresponding payment as may reasonably be necessary to protect Contractor from loss or damage caused by Subcontractor's failure to a) timely and strictly perform the Subcontract; b) properly pay its Subordinate Parties or others in connection with the Subcontract; c) promptly correct rejected, defective, or nonconforming Work; d) resolve nonparty claims involving Subcontractor or evidence demonstrating that nonparty claims may be filed; or e) otherwise perform the Subcontract including the default conditions listed in article 8 unless Subcontractor furnishes Contractor with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge these claims. Should Contractor elect to withhold any payments, that withholding is not to be deemed a Default or Subcontract breach. If Contractor reasonably believes that Subcontractor has failed to issue payment to a Subordinate Party despite receiving the corresponding payment from Contractor, Contractor may, without any prior notice, issue joint check or direct payments to

that Subordinate Party and deduct the corresponding value from the Subcontract Price. A payee endorsement of a check is that payee's unconditional waiver of its lien and bond rights to the extent of the check's value. If Subcontractor believes it has cured any cause for a withheld payment, Subcontractor shall submit a written request to release payment including any supporting documentation reasonably requested by Contractor. If the cause for withholding is cured and Contractor has no other reasonable basis to continue withholding for setoff, Contractor shall work towards issuing the withheld payment as long as Subcontractor is otherwise in compliance with the Subcontract.

6.5. Liens. If Subcontractor has been paid consistent with this article, and Subcontractor, its Subordinate Parties, or other entities record a lien against the property associated with the Project, and the lien claimant does not a) promptly act to remove the lien; and b) remove the lien within 21 calendar days of its recording or within the time dictated by law—whichever is longer, Contractor may then elect to discharge the lien at Subcontractor's expense or require that Subcontractor remove the lien by bond or other methods. Subcontractor shall promptly obtain and record a lien discharge bond, at Subcontractor's expense, if Contractor exercises this right.

6.6. Waiver of Claims. Subcontractor's receipt of final payment from Contractor is a waiver of all Subcontractor Claims arising out of the Subcontract. This waiver does not relieve Subcontractor of its remaining Subcontract obligations and burdens including warranties, incomplete, or nonconforming Work.

6.7. Deviation. If in Contractor's judgment, Contractor is required to deviate from its normal progress payment procedures to Subcontractor, all additional costs and other expenses incurred may be back charged against any sums that are then due or that become due to Subcontractor including an administrative fee equal to 2% of each affected payment.

6.8. Retainage. Any retainage withheld from payments is security for Contractor's benefit to offset potential unknown risks for losses, costs, or other liabilities caused by Subcontractor. Contractor's right to withhold retainage is in addition to and independent of its other rights to withhold payment to protect Contractor against such risks.

ARTICLE 7

INSURANCE, BONDS, AND INDEMNITY

7.1. Subcontractor's Insurance. Before commencing the Work, and as a condition precedent to each payment, Subcontractor shall purchase and maintain all insurance coverages and requirements stated in Attachment B that will protect from claims arising out of Subcontractor's operations.

7.2. Contractor's Insurance. Contractor shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Subcontract, including without limitation, loss of use, and claims, losses, and expenses arising out of Contractor's errors or omissions.

7.3. Bonds. When required by the Subcontract, Subcontractor shall furnish to Contractor, as obligee, surety bonds in a form and from a surety acceptable to Contractor to secure faithful performance and to satisfy Subcontractor's payment obligations related to the Subcontract. By the issuance of a performance or payment bond, Subcontractor's surety agrees a) to the Subcontract; b) that its obligations under its bonds are primary to any bond procured by Contractor; and c) that the Subcontract may be modified in any manner without the surety's consent. If Contractor also furnished a payment bond and to the extent allowable by law, Subcontractor shall require its Subordinate Parties to first pursue its payment claims against Subcontractor's payment bond.

7.4. Indemnity. To the fullest extent permitted by law, Subcontractor shall indemnify, defend, and hold harmless the Indemnitees from all losses, claims, lawsuits, causes of action, damages, liabilities, injuries, royalties, penalties, fines, interest, taxes, reasonable attorney fees, costs, settlements, and other expenses that the Indemnitees might incur by reason of:

7.4.1. the Professional Services;

7.4.2. all bodily injury, property damage, and other harms arising out of or in connection with the Subcontract even if caused by an Indemnitee, however and notwithstanding the conflict-resolution term in this Attachment C, Subcontractor's indemnity and defense obligations to the Indemnitees are modified and limited to the least burdensome of the following:

7.4.2.1 the extent that the written provisions of the Prime Contract obligate Contractor to indemnify and defend others for bodily injury, property damage, and other harms notwithstanding the choice of law terms in this Attachment C; or

7.4.2.2 the extent allowable under applicable law as Contractor and Subcontractor both acknowledge and agree that both will or could work in multiple jurisdictions where such jurisdictions might, and have, enacted and adopted anti-indemnity and similar limiting statutes and interpretive case law that comparatively differ among such jurisdictions, so to realize contracting efficiencies, Contractor and Subcontractor have agreed to this term with the specific intent of adapting and limiting Subcontractor's indemnity and defense obligations to that allowable under such applicable law to otherwise prevent a finding that such applicable law voids, renders unenforceable, or otherwise bars a Subcontractor indemnity or defense obligation associated with and sought by an Indemnitee through this Subcontract.

For the avoidance of doubt as to paragraph 7.4.2 including its subparagraphs, Subcontractor has no obligation to indemnify or defend Contractor for the tortious conduct of Contractor or Contractor's agents, owners, officers, members, partners, affiliates, consultants, employees, and successors.

7.4.3. Subcontractor causing the mishandling of Hazardous Materials such as by contamination, spillage, or other circumstances that involve clean up, abatement, or remediation;

7.4.4. Subcontractor's assumption of responsibility or liability;

7.4.5. Subcontractor's infringement of intellectual property rights;

7.4.6. Subcontractor's failure to pay Taxes or Contributions assessed or imposed upon, incurred by, or asserted against Contractor for this Subcontract;

7.4.7. Contractor's enforcement of this article; and

7.4.8. Subcontractor's breach or failure to comply with this Subcontract including Default (collectively for paragraph 7.4 including its subparagraphs, the "Indemnity Obligations").

The Indemnity Obligations shall not be limited by any assertion or finding that an Indemnitee is liable because of a non-delegable duty.

If Subcontractor fails to indemnify or defend an Indemnitee, then a) that Indemnitee may defend itself with counsel of its choosing at Subcontractor's sole expense without recovery from or through Contractor; b) that Indemnitee may settle any claim on whatever terms as it deems appropriate in its reasonable judgment; and c) the Subcontractor shall be bound and liable to the Indemnitee for any defense asserted by the Indemnitee, any settlement, and any judgment or award entered. Subcontractor shall obtain an Indemnitee's written consent prior to entering any settlement on behalf of an Indemnitee.

The insurance requirements in Attachment B and elsewhere (the "Insurance Obligations") are in addition to and are an alternative obligation to the Indemnity Obligations. The Insurance Obligations and claims for coverage do not alter, limit, or waive the Indemnity Obligations; the Indemnity Obligations do not alter, limit, or waive the Insurance Obligations.

7.5. Risk of Loss. Except to the extent a loss is covered by insurance, risk of loss or damage or both to the Work shall be upon Subcontractor until the date of Substantial Completion, unless otherwise agreed.

ARTICLE 8 TERMINATION

8.1. Default and Termination for Cause. Subcontractor shall be in default if it a) fails to supply a sufficient number of skilled workers, properly functioning equipment appropriate for the Work, or a sufficient quantity of materials of proper quality; b) fails to timely commence or perform the Work with promptness and diligence; c) interferes with the performance of others on the Project; d) fails to correct noncompliant Work whether due to damage, defect, or otherwise failing to meet the specified quality requirements; e) fails to maintain required insurance coverages; f) fails to pay or to maintain satisfactory credit relationships for the purchase of labor, supplies, materials, equipment, and services; g) fails to maintain satisfactory financial standing such as 1) by filing for an arrangement proceeding; 2) committing an act of insolvency or is insolvent; 3) making an assignment for the benefit of creditors; 4) turning over assets per a trust chattel mortgage; 5) filing or has filed against it a petition for bankruptcy, liquidation, reorganization, or receivership; 6) has a creditors committee appointed or consents to the formation of such committee; 7) has a creditor foreclose on a substantial part of Subcontractor's assets; 8) has a creditor issue an execution or garnishment; or 9) a taxing authority issues a levy against Subcontractor; h) repudiates all or part of the Subcontract; i) fails to otherwise abide by the Subcontract; or j) defaults on any other agreement between Contractor and Subcontractor (collectively, a "Default"). If Contractor sends a notice of Default to Subcontractor and its surety—if any, and Subcontractor fails to cure the Default within 48 hours of Contractor issuing that notice (the "Cure Period"), Contractor may elect to k) fix the Default itself by any means that Contractor deems necessary to maintain the orderly progress of the Subcontract; and l) terminate the Subcontract in addition to other available legal and equitable remedies. If a bankruptcy petition is filed by or against Subcontractor and Subcontractor is otherwise in Default, Contractor shall have the right to prompt relief from the automatic stay and a prompt decision assuming or rejecting the Subcontract. In an accelerated situation where Contractor reasonably believes the Progress Schedule will not allow for the Cure Period including but not limited to an Emergency, Contractor may terminate without notice, but Contractor shall give Subcontractor notice promptly after-the-fact as a precondition of cost recovery.

8.1.1. For this type of termination, Subcontractor agrees to assign to Contractor any purchase order, subcontract, or other agreement that Contractor deems necessary to complete the Subcontract.

8.1.2. If Contractor performs or completes the Subcontract in accordance with this article, all costs incurred by Contractor, including reasonable overhead and profit, attorneys' fees, costs, and all other expenses (the "Contractor's Completion Costs"), shall be deducted from any payments that are then due or that become due Subcontractor under this Subcontract or any other agreement between Contractor and Subcontractor. Subcontractor shall be liable for payment of any amount by which these expenses may exceed the unpaid balance of the Subcontract Price. If Contractor's Completion Costs are less than the payments due Subcontractor as of the termination date, Subcontractor will then receive as its entire and sole compensation the payments due less Contractor's Completion Costs. At Subcontractor's request, Contractor shall provide a detailed accounting of the costs to finish the Work.

8.2. The parties agree that the terms of this article shall be binding if Contractor in good faith has determined that Subcontractor's performance is inadequate and that Owner or Contractor or another subcontractor may be damaged, or Contractor may be unable to perform its obligations, unless Contractor proceeds under this article. The parties agree a) that these determinations are difficult to make; b) that these determinations must be made under pressing circumstances; and c) to be bound in accordance with this article in light of the circumstances confronting Contractor when a decision is made.

8.3. If a termination for default is later determined to not meet the requirements of this article, the termination will automatically be deemed a termination for convenience, and Subcontractor's recovery shall be strictly limited to the compensation allowed within the termination for convenience paragraphs.

8.4. Termination for Convenience. Contractor may, at its option, terminate for convenience the performance of the Work in whole or in part by notice to Subcontractor and its surety, if any. This notice shall specify the extent to which the performance of work is terminated including the effective date. Upon receipt of a notice, Subcontractor shall promptly a) discontinue the Work on the date and to the extent specified in the notice and enter into no further contracts or purchase orders other than as may be required for completion of that portion of the Work that is not terminated; b) obtain cancellation upon terms satisfactory to Contractor as to all subcontracts, purchase orders, rentals, or any other agreements existing for the performance of the terminated work or assign those agreements to Contractor as directed; c) assist Contractor in the maintenance, protection, and disposition of work in progress, tools, equipment, property, and materials acquired by Subcontractor or furnished by Subcontractor

under the Subcontract; and d) complete performance of the Work which is not terminated. Upon any termination of this type, Contractor shall have no liability for any damages including loss of anticipated profits.

8.4.1. As its sole right and remedy, Subcontractor shall be paid a) all amounts due and not previously paid to Subcontractor for Work completed in accordance with the Subcontract before the termination takes effect, and for work thereafter completed as specified in the notice; b) reasonable administrative costs of settling and paying costs arising out of the termination of Work under contracts or purchase orders; and c) reasonable costs incurred in the disposition of residual material and equipment.

8.4.2. Within 28 calendar days after receipt of a notice of termination, Subcontractor shall submit a proposal for an adjustment in compensation, including all incurred costs allowed in paragraph 8.4.1 above. Contractor shall review, analyze, and verify this proposal, and, if not satisfied, negotiate an equitable adjustment, and a Change Order shall amend the Subcontract accordingly.

8.5. Assignment. If Owner terminates the Prime Contract for cause, this Subcontract will automatically assign to Owner upon Contractor or Owner's notice to Subcontractor.

ARTICLE 9 DISPUTES

9.1. Damages. If the Prime Contract provides for liquidated or other damages for delay and these damages are assessed, Contractor may reduce the Subcontract Price by a share of the damages in proportion to Subcontractor's responsibility for the delay. These reductions are not a limit or a substitute for Subcontractor's liability to Contractor for actual delay or other damages caused by Subcontractor.

9.2. Contractor Caused Delay. If Subcontractor complies with article 5, nothing in this Subcontract shall preclude Subcontractor's recovery of delay damages caused by Contractor.

9.3. Work Continuation and Payment. Unless otherwise agreed in writing, Subcontractor shall continue performing the Subcontract and maintain the Progress Schedule during any dispute resolution proceedings. If Subcontractor continues to perform, Contractor shall continue to make payments in accordance with this Subcontract.

9.4. Multiparty Proceeding. The parties agree, to the extent permitted by the Prime Contract, that the parties and all nonparties necessary to resolve a claim shall be a participant to the same dispute resolution proceeding. To the extent disputes between Contractor and Subcontractor involve in whole or in part disputes between Contractor and Owner, disputes between Subcontractor and Contractor shall be decided by the same tribunal and in the same forum as disputes between Contractor and Owner.

9.5. No Limitation of Rights or Remedies. This article does not limit any of Subcontractor's lien or payment bond rights if Subcontractor has not expressly waived those rights. The duties and obligations imposed by the Subcontract and the rights and remedies available through it are in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law unless expressly stated to the contrary within the Subcontract. Nothing in this Subcontract precludes Contractor from applying to a court for equitable relief when threatened with irreparable harm for which there is no adequate remedy at law.

9.6. Direct Discussion. If a dispute arises out of the Subcontract, the parties shall endeavor to settle the dispute through direct discussion.

9.7. Mediation. Disputes between Subcontractor and Contractor not resolved by direct discussion shall be submitted to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Within 14 calendar days of a request for mediation, the parties shall select the mediator. Completing the mediation process is a condition precedent to initiate any form of binding dispute resolution process.

9.8. Binding Dispute Resolution Process. For disputes unresolved after completing mediation, a party may then demand that the dispute be resolved by binding arbitration, and a court of competent jurisdiction may enter a judgment on the award the arbitrator renders. The current Construction Industry Arbitration Rules of the American Arbitration Association will apply to the arbitration. The parties will agree upon the administration of the arbitration. Arbitration is the final and exclusive means to resolve a dispute.

9.9. Cost of Dispute Resolution. In the event of any action or proceeding between the parties, the non-prevailing party shall pay all of the prevailing party's costs and expenses unless the non-prevailing party improves its position by at least 20% as compared to the other party's latest settlement proposal.

9.10. Venue and Choice of Law. The exclusive venue and jurisdiction for all binding dispute resolution procedures is the county and state of the Project Location. All disputes are exclusively governed by the law of the state of the Project Location.

ARTICLE 10 WARRANTY

10.1. Warranty. Subcontractor warrants the quality and workmanship of its work, material, and equipment furnished under this Subcontract under the same terms that Contractor warrants its work, materials, and equipment under the Prime Contract. If a warranty is not provided under the Prime Contract, Subcontractor warrants to Contractor that the materials and equipment furnished under this Subcontract shall be of good quality and new unless otherwise specified in the Prime Contract and that Subcontractor's Work shall be free from defects in materials, equipment, and workmanship and that the Work conforms to the requirements of the Prime Contract for a period of 2 years following issuance of final payment under this Subcontract. Upon Contractor's notice, Subcontractor shall promptly remove, replace, and otherwise remedy, at its sole expense, any Work not conforming to the Subcontract including repair and replacement of damage caused by a defect. If Subcontractor fails to immediately start correcting a defect and fails to remedy the defect and related repairs within 14 calendar days after Contractor's notice to Subcontractor, Contractor may elect to correct such defect at Subcontractor's expense. The failure to identify a defect does not alter Subcontractor's responsibility to complete its Work under the Subcontract. Subcontractor acknowledges that these obligations to remedy a defect and resulting damage are independent of and shall apply regardless of coverage and exclusion terms in Subcontractor's insurance policies.

ARTICLE 11
MISCELLANEOUS

11.1. Construction. The parties expressly agree that they both had the opportunity to negotiate the Subcontract and to obtain legal counsel's assistance in reviewing the Subcontract prior to its acceptance. This Subcontract including any modifications to it shall be construed neither against nor in favor of either party and shall be construed in a neutral manner.

11.2. Compliance. Subcontractor shall comply with all applicable Executive Orders, laws, regulations, ordinances, rules, other legislation, and requirements of governmental authorities and agencies having jurisdiction including where any of the same relates to Equal Employment Opportunity.

11.3. Non-Segregated Facilities. By acceptance of this contract, Subcontractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit any of its employees to perform their services at any location, under its control, where segregated facilities are maintained. Subcontractor agrees that a breach of this certification is a violation of the Subcontract terms covering Equal Opportunity.

11.4. Licensed and Registered Business. Subcontractor states that it is legally qualified and authorized to conduct business in the state where the work shall be performed. Subcontractor states that it has obtained or shall obtain in a timely manner all professional and trade licenses required by any governmental or quasi-governmental entity having jurisdiction over the Project, including approvals from the city and the state where the work shall be performed (the "Licenses"). Subcontractor shall obtain and keep in force during its performance of the Work, the Licenses and shall inform Contractor promptly of any lapse in the Licenses or any communications Subcontractor receives from any governmental authority regarding the Licenses. Subcontractor shall provide Contractor, upon written request, copies of supporting documentation to substantiate the representations in this paragraph, including a Certificate of Good Standing from the Secretary of State or other similar state agencies that provide this certification and Licenses from the jurisdiction where the work will be performed.

11.5. Confidentiality. Confidential information provided pursuant to or prior to this Subcontract is not to be reproduced or disclosed to others or used for other purposes without Contractor's written permission. If required by the Prime Contract or a separate agreement between Owner and Contractor, all information about this Project shall be kept strictly confidential by Subcontractor and its Subordinate Parties unless otherwise prohibited by applicable law. If Subcontractor discloses confidential information and Contractor did not authorize that disclosure, Subcontractor shall immediately notify Contractor of the unauthorized disclosure and details pertaining to what Subcontractor disclosed, to whom, and when the disclosure occurred. Subcontractor shall be responsible to Contractor and Owner for all unauthorized disclosures.

11.6. Notices. Notices shall be provided in writing via mail, courier, fax, e-mail, or hand delivery, to an officer or management employee of the party being notified. Notices to Contractor shall be confirmed with a copy sent, return receipt, to the address listed for Contractor on the Subcontract. Either party may change its address by providing written notice of the new address.

11.7. Counterparts and Signatures in Digital Format. This Subcontract may be signed in any number of counterparts where each may be delivered as an original, facsimile transmission, or by electronic transmission of a file such as pdf, tiff, or similar format (the "Digital Format"). Each such counterpart is an original, and all counterparts taken together are of one and the same instrument. The exchange of a Subcontract or Change Order containing handwritten or digital signatures by facsimile transmission, by e-mail in Digital Format, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a Subcontract or Change Order, or by the combination of such means, is the effective delivery to Contractor and Subcontractor of an offer and acceptance of a Subcontract or Change Order, may be used in lieu of the original Subcontract or Change Order for all purposes, and is legally binding for all purposes as a Subcontract or Change Order containing original, handwritten signatures.

11.8. Continuing Performance. Notwithstanding any inspection of Subcontractor's Work, payment to Subcontractor, termination of the Subcontract, or any other act of Contractor, all of Contractor's rights and remedies and Subcontractor's obligations, duties, burdens, and liabilities including indemnification, defense, warranty, and other terms continue in full force and effect until extinguished by operation of law.

11.9. Severability. Any Subcontract term that is deemed unlawful or unenforceable by a court of competent jurisdiction will be deemed as inapplicable, and the remainder of the Subcontract is to be deemed and interpreted as valid and enforceable to the fullest extent permitted by law.

11.10. Effect of Headings. The headings to the paragraphs of this Subcontract are for convenience only and have no effect on the meaning of the terms of the Subcontract.

Attachment E: Environmental Checklist

- 1) Subcontractors/suppliers must comply with all relevant environmental legislation and the consequences of noncompliance.
- 2) Subcontractors/suppliers must comply with and ensure their Subordinate Parties comply with the Aristeo Operating System (AOS) and Environmental Policy.
- 3) Subcontractors/suppliers shall not allow discharge to drains or sewers or both without prior approval from the Contractor and Owner.
- 4) Subcontractors/suppliers must provide adequate spill/release prevention for bulk materials.
- 5) Subcontractors/suppliers shall promptly notify Contractor's supervisor/representative and Owner of any spills, releases, or other environmental incidents.
- 6) Subcontractors/suppliers shall promptly notify Contractor's supervisor/representative 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 Contractor's supervisor/representative.
- 7) Subcontractors/suppliers must properly label, store, and dispose of all waste materials generated from their activities.
- 8) 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.
- 9) Subcontractors/suppliers shall ensure that all employees are properly trained on procedures such as the proper handling of materials and equipment, proper response to incidents involving their material, and general information relating to the AOS Environmental Requirements.
- 10) Subcontractors/suppliers shall obtain, before commencing work, all the necessary environmental approvals or permits and present copies of these permits to Contractor.
- 11) Subcontractors/suppliers understand that Contractor may interrupt the subcontractor/supplier activities that violate AOS policies or legal requirements.

Attachment F: Diversity Commitment Worksheet

Diversity Goals by Owner:

FCA-8.5% MBE, 3% WBE, and 1% VBE
 Ford-6% MBE, 3% WBE, 2% VBE, 1% Other, or 12% Combined
 General Motors-8% MBE and WBE Combined
 Toyota-5% MBE, 2% WBE, 5% VBE or Other
 DTE-20% MBE, WBE, and VBE Combined
 Other-6% MBE, WBE, and VBE Combined

Subcontractor Name «FirmName»

Subcontract No. «SL»

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.

This form must be submitted with Subcontractor's signed Subcontract.
Subcontractor will not receive payment until this document is returned to Contractor's office.

Contractor and its affiliates are committed to developing growth among small and disadvantaged businesses including minority, women, and veteran-owned construction firms.

Contractor thanks Subcontractor in advance for its commitment to help Contractor meet its supplier diversity goals.