

CONSTRUCTION SUBCONTRACT AGREEMENT

Short form agreement between Contractor & Subcontractor

SUBCONTRACT NO.: _____

PROJECT NAME: _____

ADDRESS: _____

TBC PROJECT NO.: _____

COST CODE(S): _____

This Agreement, made and entered into this _____ day of _____, 20_____, between Contractor , herein called Contractor,

And Sub's Name, Address, City State Zip, herein called Subcontractor.

Subcontractor to furnish and install all materials, supplies, machinery, equipment, tools, superintendents, labor, insurance and other accessories and services required to perform all Work in strict compliance with the Construction Documents relating to Work Category _____ for the project per Plans and Specifications.

This Agreement shall include the following Exhibits:

Exhibit A	Subcontract Price	Exhibit G	Contract Document List
Exhibit B	Scope of Work	Exhibit H	Safety
Exhibit F	Insurance	Exhibit O	Specific Owner Requirements

The agreed amount for this work will be _____(\$_____) per detail identified in Exhibit A.

The Subcontractor hereby agrees to complete the work in accordance with the work scope identified in Exhibit B.

The Subcontractor hereby agrees to commence work under this agreement immediately and to complete this work in accordance with the project schedule.

The Subcontractor shall provide all submittals, drawings, tests, closeout and warranties as required.

Applications for Payment for the work are to be submitted monthly by the 25th of each month. Contract shall provide partial & final waiver of liens per attached schedules E-3a & E-3b.

A valid Certificate of Insurance per Exhibit F and Schedule F-1 is required upon Notice to Proceed with the work.

The Subcontractor hereby agrees to complete the work in accordance with Federal, State and local rules, guidelines and codes and in accordance with the Contract Documents.

The Subcontractor shall perform all work in adherence to OSHA rules and regulations not limited to any OSHA requirements mandated by Contractor identified in Exhibit H or by terms between the Owner & Contractor.

Subcontractor agrees to be bound by project specific requirements as stated in Exhibits (I thru Z), if listed above.

Contractor agrees to have the Subcontractor paid in current funds for the performance of the work subject to additions and deductions, as provided in the Standard Terms and Conditions of the Agreement

This Agreement constitutes the entire contract between the parties hereto and is effective on the date set forth above. No oral representations or other agreements have been made by Contractor except as stated in this Agreement and its attachments.

This Agreement may not be modified in any way except as herein provided and no provision hereof may be waived by Contractor or Subcontractor except in writing and signed by a duly authorized officer or agent.

IN WITNESS WHEREOF, Subcontractor and Contractor herein execute this Agreement as set forth above.

Accepted by:

Sub's Name _____
Subcontractor

Titan Building Company _____
CONTRACTOR

PRINTED NAME/TITLE

David A Petrie, President _____
PRINTED NAME/TITLE

SIGNATURE/DATE

SIGNATURE/DATE

The following is REQUIRED to perform work on this project:

Subcontractor Registration # _____

Subcontractor FEIN _____

STANDARD TERMS AND CONDITIONS of CONTRACT

1. General Provisions. All labor, materials and services furnished to the Contractor shall be subject to all of the provisions, terms and conditions of its standard form of purchase order then in effect. As used herein, the term "Subcontractor" includes any Subcontractor or Subcontractor of labor, materials, or services; and the term "work" includes the furnishing of labor, materials, or services.
 - a. Subcontractor shall be fully accountable for the full performance of his phase of the work on the above project and shall perform his work in workmanlike manner to the satisfaction of Contractor and the Architect according to the true intent and meaning of the general conditions, plans, specifications and contract documents and in the event of any doubt or questions arising respecting the same, the decision of the Architect shall be final and conclusive. Subcontractor is bound to Contractor by the general conditions, plans, specifications and contract documents and will assume toward Contractor all the obligations and responsibilities Contractor assumes toward the Owner.
 - b. Subcontractor admits that said plans and specifications are sufficient for their intended purpose and that the work can be successfully and completely executed in accordance therewith, without any additional cost to Contractor or the Owner.
 - c. Subcontractor shall at his own cost and expense apply for and obtain all necessary permits unless otherwise stated in the specifications and shall conform strictly to the codes, laws and ordinances enforced in the locality where the project is erected. The Contractor shall apply & pay for all General Building Permits & Fees only.
 - d. Contractor agrees to provide utilities to the project; said utilities must be extended by Subcontractor at his own expense for his use. Subcontractor shall provide at his own expense all ladders, scaffolding, implements, equipment, apparatus, molds, models, hoisting and all other things necessary for the due performance of his phase of the work.
 - e. Contractor shall have the right at any time to require Subcontractor to furnish a bond covering the faithful performance of this contract. Unless otherwise agreed, the premium for such bond shall be paid by Contractor. If a bond is required by Contractor subsequent to the signing of this agreement and Subcontractor is then unable to procure such bond, this contract may at the option of the Contractor be canceled forthwith without Contractor being liable for damages to Subcontractor therefore.
 - f. The Subcontractor shall pay all applicable state and local sales taxes unless otherwise specified in the description of the work herein.
 - g. Subcontractor acknowledges that its Subcontract Amount is based on its previous inspection of the Project site. Prior to commencement of Work, Subcontractor, at his free will, makes a project site inspection. If the Subcontractor discovers any discrepancies between its observances and the Subcontract Documents, Subcontractor shall promptly report them to Contractor.
 - h. Contractor shall advise Subcontractor as to the availability, if any, of storage areas at the Project Site. To the extent Subcontractor uses these areas, Subcontractor will be solely responsible for keeping them and their contents secure. Contractor will not relocate materials placed in such storage areas without prior notice to the Subcontractor. Subcontractor is responsible for any damage or loss, whether by theft, accident or otherwise, to all its own materials, tools or equipment and those under its care, custody or control, whether in storage areas or elsewhere, until installed.
 - i. The Subcontractor agrees that Contractor's equipment will not ordinarily be available for the use of the Subcontractor. Such use shall be solely at Contractor's discretion and on mutually satisfactory terms not inconsistent with this Agreement. In the event Subcontractor is permitted to use Contractor's equipment, Subcontractor agrees to accept its condition "as is" and the sole risk of such use shall be borne by Subcontractor.
2. Schedule. Subcontractor will promptly begin said work as soon as requested by Contractor and will carry forward and complete the work as rapidly as Contractor may judge that the progress of the project will permit. Should Subcontractor neglect to prosecute the work properly, or fail to perform any provision of this contract, Contractor after 48 hours notice to Subcontractor, may, without prejudice to any other remedy he may take, make good the deficiencies and may deduct the cost thereof from any payments due Subcontractor, or, at his option, may terminate this contract and take possession of all materials, tools and appliances and finish the work by such means as he sees fit and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to Subcontractor, but if such expense exceeds such unpaid balance, Subcontractor, shall pay the difference to Contractor, Subcontractor agrees that if he shall delay the material progress of the work so as to work any damage directly or indirectly to Contractor, Subcontractor shall be liable therefore and shall make good to Contractor any such damage, or at Subcontractor's option Contractor may withhold said sums from any payment due Subcontractor.
 - a. Subcontractor shall not cause any unnecessary hindrance or delay to other Contractor's or Subcontractor's on said project and shall bear all damages done to the work of such other Contractor's or Subcontractor's by his employees. Subcontractor further agrees to cooperate with Contractor and all other Contractor's and Subcontractors employed on the project in order to avoid complications and ensure first-class workmanship in every respect.
 - b. Subcontractor shall, when called upon by Contractor report the general progress of the work at the project or elsewhere and he shall furnish a competent representative who is to be kept constantly on the grounds while the Subcontractor's work is in progress to represent Subcontractor for the purpose of receiving notices, orders and instructions.
3. Lien Waivers: Subcontractor shall furnish to Contractor on request, waivers of lien for all of his laborers and material men prior to each month's payment and in the event Subcontractor does not pay its material men or laborers, Contractor is authorized to pay directly to such material men or laborers and deduct from Subcontractor's installment.
4. Insurance Subcontractor agrees to defend, indemnify and hold Contractor, Contractor's other Subcontractors, Owner, Architect and their respective officers, directors, members, employees and agents (collectively, the "Indemnitied") harmless from all claims, citations, penalties, judgments, losses, expenses and damages, including but not limited to, reasonable attorneys' fees and costs (collectively, "Damages") arising out of bodily injury and/or damage to real or personal property (other than the Work itself) if the Damages were caused in whole or in part by Subcontractor's, its sub-Subcontractor's; suppliers or any of their employee's and/or agent's, negligent acts, errors or omissions in the performance of the Work as follows: a) Subcontractor shall be responsible for the entire amount of Damages, whether caused in whole or in part by any fault, negligence, recklessness or intentional acts of one or more of the Indemnitied, to the extent that Subcontractor's insurance covers the Damages or, in the event Subcontractor fails to obtain and maintain the insurance required pursuant to this Agreement, then to the extent that Subcontractor's insurance would have covered the Damages had the required insurance been in place, and such insurance, or Subcontractor if no insurance is in place, shall pay the lesser of the full cost of the Damages or up to the policy limits of coverage, with no recourse for payment from Contractor, Contractor's insurance, or any of the other Indemnitied; and b) if additional Damages remain unpaid after Subcontractor's insurance coverage is exhausted or if there are Damages not covered by Subcontractor's insurance, the Subcontractor shall be responsible to pay for the portion of these additional and uncovered Damages equal to its percentage share of negligence or fault for these Damages. Contractor shall endeavor to obtain the same indemnification; running to the benefit of Subcontractor, from all of Contractor's other Subcontractors. In addition, if a claim is made by Subcontractor's employee, anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable, then this indemnification obligation shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor under workers' compensation, disability benefit, or other employee benefit acts.

- a. Subcontractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from claims for damages to persons or property which may arise from and during operations under this contract. Certificates of such insurance shall be filed with Contractor if he so requires.
5. Means & Methods Subcontractor shall utilize construction (and design, if applicable) means and methods that limit moisture and/or growth of mold, mildew, spores, any other form of fungi or bacteria, and any toxin secreted therefrom (Microorganisms), including, but not limited to, keeping materials dry during transit and storage; utilizing only dry materials not contaminated with microorganisms; and using proper construction sequencing (i.e., not closing-in any building component until it has an adequate chance to dry). Subcontractor shall promptly inform the Contractor's Project Manager in writing of any potential conditions involving moisture or microorganisms that Subcontractor encounters immediately before and during Subcontractor's Work at the project site, including, but not limited to, any signs of inappropriate moisture inside the Project building; materially wet or water-damaged material or building components; microorganisms growth on any building materials; microorganisms presence or growth in, on, or about the interior or exterior of the Project building; and any construction scheduling and/or sequencing issues related to moisture and/or microorganisms concerns. The Subcontractor shall be responsible for all loss or damage to the extent caused by Subcontractor's failure to comply with these site conditions requirements.
 - a. Should the proper, workmanlike and accurate performance of any work under this contract depend in any way upon the like performance of any work by another Contractor or Subcontractor on said project, Subcontractor agrees to use all means necessary to discover any defects in such other's work and report the same, in writing, to Contractor before proceeding with his work which is so dependent; and shall allow the Contractor a reasonable time to remedy such defects.
 - b. The Subcontractor shall be responsible for the means, methods, techniques and sequences of its Work, except to the extent expressly directed under the Subcontract Documents. Subcontractor shall furnish the Work in an efficient, diligent and orderly manner, including being responsible for any necessary layout and staking of Work to project benchmarks, and furnishing accurate written reports and information regarding the status of the Work to Contractor at its request. Subcontractor shall use clear, objective communications and participate efficiently to resolve issues that arise concerning the Work.
6. Tax Exempt Status In the event that the Owner is a tax exempt entity and chooses to save on the imposition of sales, use or similar taxes by making certain direct purchases of materials/equipment that will be incorporated into the Project, Subcontractor will be required to provide a detailed list of all materials and equipment necessary for its Work (sorted by supplier) and their costs, with applicable sales and use taxes separately calculated. Where the Owner makes such direct purchases, Subcontractor will remain responsible for selecting the materials, approving the Purchase Orders in writing, coordinating the acquisition and delivery of them so as not to delay the progress of the Work, receiving, unloading and inspecting them for quality, damage and sufficiency for use, and installing them into the Work all in compliance with the Subcontract Documents, Subcontractor shall correct, repair or replace them per warranty requirements of the Subcontract Documents and will hold Contractor harmless from any additional costs associated with their correction. Notwithstanding any other provision in this Agreement to the contrary, and to effectuate the direct purchase process, Contractor may assign portions of this Agreement to the Owner or a separate tax exempt entity established for direct purchases. In such event, Subcontractor shall have the same obligations and duties to the Owner or tax exempt entity that Subcontractor has to Contractor.
7. Changes The Subcontractor may be directed by Contractor, without notice to Subcontractor's surety, if any, and without invalidating this Agreement, to make changes in the Work, including additions, deletions or other revisions in scope or services provided. Subcontractor shall provide pricing for any such changes, whether initiated by Contractor or Owner, or arising otherwise from changes outside the Subcontractor's control that affect its Work, in sufficient time and form to allow Contractor to promptly provide Owner with this information for Contractor and Owner's evaluation in accordance with the requirements of the Subcontract Documents.
 - a. Changes may be made in the work, whereupon the contract sum will be adjusted accordingly. All such changes and adjustments must be in writing and approved in writing by Contractor.
 - b. Before commencement of changed or revised Work, the Subcontractor shall promptly submit a written Change Order Request to Contractor's Project Manager for adjustment to the Subcontract amount, time for Subcontractor's performance of the Work or any other modification of Subcontract terms. Change Order Requests submitted without prior direction from Contractor's Project Manager after a change has been performed shall not be paid. Each Change Order Request will reflect a specific individual change in the Work and shall not include multiple changes unless approved by Contractor's Project Manager, which approval shall not be unreasonably withheld. Change Order Requests must be itemized, identifying the cost, quantity and type of labor hours, quantities of materials, equipment rental fees, sub-Subcontractor costs, and any other items that are involved in the change, together with a mark-up consistent with these Terms and Conditions as well as the Construction Documents' requirements.
 - c. Unless otherwise fixed in the Subcontract Documents, mark-ups for Subcontractor's overhead and profit on all additive and deductive changes shall be limited to no more than the following percentages of the actual costs: materials - 10%, equipment - 10%, sub-subcontract work - 5%. Costs associated with project management, administering, estimating activities and home office costs are included in these mark-ups and shall not be separately charged.
 - d. Labor rates for time and materials Change Order Requests are to include fringe benefits, taxes, overhead and profit related to them. Labor rates for overtime Work shall be based on employee hourly overtime wages paid, without additional overhead markup.
 - e. Upon acceptance of a Subcontractor Change Order Request or at Contractor's own initiative, Contractor will issue a written Change Order reflecting adjustment to the scope of Work, time for performance of Work and Subcontract amount as a result of change ("Change Order"). Changes to the Work will be effective only upon conveyance from Contractor's Project Manager of a written Change Order to Subcontractor, except that Contractor's Project Manager may otherwise authorize a field change for activities requiring immediate action or emergencies affecting health or safety. Such field authorizations shall be confirmed by Subcontractor's submittal of a Change Order Request to Contractor within twenty-four (24) hours. Subcontractor will promptly commence the changed Work upon notice of a field authorization or upon receipt of a Change Order issued by Contractor, subject to the Subcontractor's right to pursue dispute resolution as to the Subcontract amount, adjustment of schedule or other Subcontract terms related to Subcontractor's performance due to the change. The Subcontractor will modify its Schedule of Values to reflect the adjustment reflected in the Change Order and may include Change Order amounts in its Applications for Payment after an executed Change Order is received.
8. Safety The Subcontractor, its employees, agents, sub-Subcontractors and suppliers, will perform all Work on the Project in a safe and responsible manner and in compliance with all local, state and federal safety laws and statutes. The Subcontractor shall observe and abide by the safety rules and policies established by Contractor for the Project and will maintain procedures to safeguard itself, Contractor, Owner, Architect, other trades and the public using any existing or new facilities to avoid damage or loss to property or persons in performing the Work.
 - a. Notwithstanding anything set forth in Contractor's safety policy, prevention of accidents at the Project site arising out of performance of the Work shall remain the Subcontractor's responsibility. Contractor reserves the right to cause Subcontractor to dismiss from the Project site any of its employees or sub-Subcontractor(s) who violates Safety Requirements. Subcontractor shall not create or allow, and shall promptly report to Contractor any unsafe conditions at the Project site, whether involving the Work or otherwise.
 - b. Subcontractor agrees that all personnel performing the Work, including persons involved with material and equipment deliveries, will wear hard hats and safety glasses at all times on the Project site, and that other appropriate personal protective

equipment, such as warning vests, protective footwear, hearing protection, harnesses and lead lines, will be utilized when necessary for the particular Work activities Subcontractor undertakes.

- c. Subcontractor will verbally notify Contractor's Superintendent immediately following any accident or injury, and promptly confirm the notice in writing. A detailed written report shall be furnished to Contractor's Project Manager within twenty-four (24) hours after any accident, injury, or near miss event.
 - d. All labor, material, equipment and operations used in fulfillment of this contract must comply with the Occupational Safety and Health Act of 1970, as revised and all other current Federal, State and local regulations which apply. The Subcontractor shall be required to meet all the safety requirements of the Contractor even if they exceed the State or Federal requirements.
 - e. Subcontractor agrees to maintain that part of the project upon which he is working reasonably clean at all times and if Subcontractor fails to clean up forthwith after receiving notice from Contractor to do so, Contractor may clean up the said premises and deduct the cost of said clean up from any payments due Subcontractor or otherwise recover the cost of said clean up from Subcontractor.
9. **Hazardous Materials.** If hazardous substances including, but not limited to, lead, polychlorinated biphenyl (PCBs), asbestos or other chemicals, toxic substances, contaminants, or explosives (Hazardous Substances) will be used in the performance of Subcontractor's Work, Subcontractor will submit to Contractor a hazardous Work plan and shall exercise extreme care to ensure that any unlawful exposures or harmful conditions do not occur. Subcontractor agrees that it will indemnify, defend and hold Contractor harmless from all claims, damages or losses Contractor sustains as a result of Subcontractor's negligent, reckless, or intentional misuse of hazardous substances and/or explosives. Subcontractor shall be responsible for properly disposing of all unused materials and related remaining waste that it generates in performance of its Work.
- a. If the Subcontractor encounters any pre-existing Hazardous Substances that are not identified as part of the Work under the Subcontract Documents, Subcontractor shall immediately stop Work in the area and avoid any disturbance of them. Subcontractor shall immediately advise Contractor's Superintendent of the condition and shall not return to its Work in the area until directed by Contractor. If Subcontractor improperly disposes of any Hazardous Substances or related waste, Subcontractor shall be solely liable for any loss or damage that may arise from such improper disposal, including attorneys' fees and costs incurred by Contractor to address or correct such activities.
10. **Right to Know.** Subcontractor shall comply with all governmental right-to-know laws, including providing to Contractor's Superintendent prior to commencement of Work at the Project site copies of all Material Safety Data Sheets (MSDS) for each regulated material or substance it uses on this Project; providing training for employees and sub-Subcontractors who will use or apply those materials and substances; and properly labeling all containers of hazardous substances brought to the Project site or used in performance of the Work.
11. **Warranty.** Subcontractor warrants that its Work shall be free of defects and shall be performed in conformity to the requirements of the Subcontract Documents. Subcontractor warrants its Work for conformance with the Subcontract Documents and against any defects in materials
12. **Quality.** Within (3) days (or within 24 hours, if life safety or code compliance concerns exist) after notice from Contractor or the Project Owner, Subcontractor shall inspect and commence to correct non-conforming or defective Work under warranty. If Subcontractor fails to undertake the repair or replacement promptly, or to continue corrections in a timely manner, Contractor shall have the right to replace, repair or otherwise remedy that non-conformance or defect, and back charge Subcontractor for all reasonable cost thereof, including a ten percent (15%) markup for Contractor overhead and administration of the warranty correction, from any amount due or to become due to Subcontractor from Contractor on this Project or otherwise.
- a. The Subcontractor agrees that the Contractor, the Owner, Consultants, and Architect will each have the authority to reject Work of the Subcontractor that does not conform to the Subcontract Documents. If completed Work is required to be uncovered, Subcontractor shall expose it for examination and upon notice from Contractor that it is defective or non-conforming, shall promptly correct it at Subcontractor's expense, including any associated restoration costs as may be incurred by others. In the event Subcontractor uncovers any completed Work and such Work was not defective or non-conforming, then Contractor shall pay all costs incurred by Subcontractor in uncovering and restoring such Work.
 - b. Subcontractor shall re-execute any work that fails to conform to the requirements of this contract and that appears during the progress of the work and shall remedy any defects due to faulty materials or workmanship which appear within a period of one (1) year from the date of substantial completion as authorized by the Contractor or Architect.
 - c. Subcontractor shall provide, both in the shops and at the project, sufficient, safe and proper facilities at all times for the inspection of the work by the Owner, Architect and Contractor or the authorized representative of any of them and must upon request of Contractor produce all vouchers showing quality of materials used.
13. **Termination by Owner or Labor Dispute.** Should the Prime Agreement for the Project be terminated for any reason, or the progress of the Work delayed due to conditions beyond Contractor control, or should a labor dispute involving Subcontractor's or its sub-Subcontractor(s) employees or agent(s) discretion, terminate this Subcontract without any liability to the Subcontractor, except that the Subcontractor will be entitled to payment for that portion of its Work properly completed at date of termination.
- a. Should Contractor discontinue the erection of said project, on account of the Owner or their agents failing to comply with their contract with Contractor or for any other cause not the fault of Contractor, then Subcontractor shall, upon written order, discontinue work for such time as he may be required to by such cause and proceed again at such time as shall be requested by Contractor, but should such suspension be continued and the project not be completed by Contractor, Subcontractor shall be entitled to payment for so much of said work as he performed or finished, at such price as said work is worth in proportion to the total work to be done under this contract, at this contract price and no further compensations or damages. Should Subcontractor be delayed on account of material to be furnished by Contractor or any other delay caused by Contractor the same shall not be grounds for Subcontractor for claim of damages or extra compensation. This provision shall not prevent the Subcontractor from claiming any damages which he might have against the Owner by virtue of such suspension or cancellation. Should Subcontractor be delayed on account of material to be furnished by the Contractor Owner, Contractor or any other delay caused by Contractor Owner and Contractor the same shall not be grounds for Subcontractor for claim of damages or extra compensation, however, the only adjustment will be time. Time adjustment will be defined as a shifting of time frame equal to the delay and not an addition to duration of the work function.
14. **Termination for Cause.** If Subcontractor :
- a. Fails to comply with the requirements of this Subcontract;
 - b. Fails to perform the Work to the quality standards required under the Subcontract Documents;
 - c. Has any proceeding filed by or against it under any bankruptcy, liquidation, reorganization, adjustment of debt, insolvency, dissolution, receivership, or similar federal or state law or statute; and/or cause delays in its own Work or interferes with Contractor or others' timely completion of the Project.
 - d. Then Contractor may, without prejudice to any other remedy Contractor might have, terminate this Subcontract for cause if Subcontractor has not commenced to correct and does not continue thereafter to diligently cure such default with two (2) days after written notice from Contractor. If Subcontractor does not either timely start or diligently continue correction, then Contractor may give written notice that this Subcontract is terminated for cause, Subcontractor's Work on the Project site shall

cease, and no further payment of the Subcontract Amount shall be made until after the Project is completed. Contractor may take possession of any of Subcontractor's materials, tools, equipment or information at the Project site to complete the Work. Any reasonable costs Contractor incurs, plus fifteen percent (15%) for its overhead and administration, to a) complete the unfinished portion of the Work; b) address any other harm caused by Subcontractor to Contractor or other Project trades, the Project Owner, Project Architect or third parties; and/or c) pay for any liquidated or other damages arising from Subcontractor's failure to comply with the requirements of this Subcontract's delay in its own Work or interference with Contractor or others' timely completion of the Project, will be deducted from any amount due or to become due Subcontractor by Contractor on this Project or otherwise. If there is a remainder due for Subcontractor's correctly performed Work to the date of termination after this deduction has been made, it will be paid to the Subcontractor. If the cost of completion, damages and/or remedying harm exceeds the remainder of the Subcontract Amount, Subcontractor shall pay Contractor the additionally amount upon written demand by Contractor proceeding evidence of the costs incurred and the balance owed. Any tools, equipment or unused materials not already paid for by the Owner shall be returned to the Subcontractor upon completion of the Work by Contractor.

15. Termination for Convenience. Contractor may terminate this Subcontract for Contractor convenience upon (3) days' written notice. Upon termination for convenience, Subcontractor will be entitled to payment for that portion of its Work properly completed at date of termination and any necessary demobilization expenses, including cost of non-returnable materials and restocking fees, plus:
 - a. Five percent (5%) of the total of these costs for Subcontractor's net overhead and profit for the Work if no payment for net overhead and profit is received from the Owner,
 - b. Or such other amount as Contractor receives for Subcontractor's net overhead and profit for the Work from the Owner that terminated Contractor convenience.
16. Arbitration. Should any dispute arise between Subcontractor and Contractor which cannot be resolved through good faith negotiations, it shall be resolved via binding arbitration. If Contractor or Subcontractor gives a notice to arbitrate, then the parties shall use good faith efforts to select a mutually acceptable arbitrator within fourteen (14) days after notice of arbitration election is conveyed by one party to the other party. If the parties are unable to select an arbitrator, then the American Arbitration Association will appoint a single arbitrator under its 'Construction Industry Arbitration Rules' then in effect. The award issued by the arbitrator shall be final and binding upon the parties, shall include attorney's fees to the prevailing party or parties, and may be entered in any court having jurisdiction over it.
 - a. Arbitration shall be held in Milwaukee, Wisconsin. In the event a dispute between Contractor and Subcontractor, or any portion thereof, is found to be non-arbitral, then the parties hereby agree that the dispute or portion thereof (as the case may be) shall be subject to exclusive jurisdiction and venue in the courts of either Milwaukee County, Wisconsin or the United States District Court for the Eastern District of Wisconsin.
17. Amendment. This Subcontract may be amended or modified except in writing executed by both parties. The course of conduct of the parties shall not operate as a waiver of Subcontract requirements thereafter.
18. Assignment. Neither party shall assign this Subcontract or portions thereof, or sell or assign the proceeds of this Subcontract, without the prior consent of the other party, which shall not unreasonably be withheld. Neither an assignment nor consent thereto will relieve the assigning party from its obligations under this Subcontract unless expressly permitted by the other party in writing.
 - a. Subcontractor shall not assign this contract or sublet it as a whole without the written consent of the Contractor. This instrument contains the entire contract between the parties and there are no promises or agreements other than those herein set forth.
19. Interpretation. Interpretation of this Subcontract shall be governed by the laws of the State of Wisconsin, excluding choice of law provisions that might permit application of another jurisdiction's laws. Titles of paragraphs in this Subcontract may not be used to limit interpretation or scope of duties or obligations hereunder. Plural tense shall include the singular and singular shall include the plural sense throughout this Subcontract.
20. Enforceability If any portion of this Subcontract shall be found to be unenforceable, then, to the greatest extent possible, the remainder of the Subcontract shall remain in full force and effect, and binding on the parties. Failure of one party to insist on strict compliance with the terms of this Subcontract in any one or more instances shall not be construed as a waiver or relinquishment of such compliance as respects further performance.

EXHIBIT A- SUBCONTRACT PRICE

Attached to and forming a part of the Agreement between Sub's Name and Contractor effective as of Contract Date.

The Subcontract price is subject to adjustments only as provided in the Agreement. The remuneration is as follows:

1. CONTRACT SUM:

- i. Base Bid (includes all sales/use taxes): \$
- ii. Alternates (includes all sales/use taxes): \$
- iii. Allowances (includes all sales/use taxes): \$
- iv. Owner Direct Purchase: \$
- v. Taxes on Owner Direct Purchase: \$
- vi. **TOTAL CONTRACT VALUE:** \$ _____

Any allowance expenditure requires prior written approval by the Contractor.

2. RETAINAGE:

- a. Contractor shall retain an amount from each application for payment such that 10% of the total value of work performed is withheld. Retainage shall be held by Contractor until released as provided in this Agreement.

3. ALTERATIONS:

- a. The Subcontractor agrees that allowable maximum mark-up for all alterations to the contract pursuant to the standard Terms & Conditions shall be 10% for self performed work and 5% for subcontracted work.
- b. T&M Rates shall be applied per the attached Wage Rate Breakdown Sheets for the duration of the project. (Schedule A-1)
- c. The following Unit Prices shall remain in effect for the duration of the project for additions or deducts of specific work scope.

I. NONE

4. PRIME CONTACT DIVERSITY REQUIREMENTS:

- A. MBE _____% WBE _____% DBE _____% EBE _____%
- B. RPP _____%
- C. (other) _____%

5. CERTIFIED PAYROLLS: Y N

- a. Format: See Specifications for Wage Rate Determinations

6. PRIME AGREEMENT HAS DELAY LIQUIDATED DAMAGES Y N

- a. \$ _____ PER _____

7. PAYMENT & PERFORMANCE BONDS:

- a. Performance & Payment Bonds are not required.
- b. Payment & Performance Bonds are required, in full conformance with the requirements of the specifications. All costs are included in contract sum.

Company name
Hourly Rate Breakdown for all T&M work

Trade Classification

Wage Rate Breakdown	Regular	PREMIUM	
		1 1/2 Time	Double
Payroll		0.00	0.00
Vacation			
Health			
Pension			
Workmen's Compensation			
F.I.C.A (Social Security)		0.00	0.00
Federal & State Unemployment		0.00	0.00
General Liabilty			
Subtotal	0.00	0.00	0.00
10% OH & P	0.00	0.00	0.00
Subtotal	0.00	0.00	0.00
Total T&M Rate	\$0.00		
Total Premium Additional Rate		\$0.00	\$0.00
Total T&M Rate w/ Premium		\$0.00	\$0.00

EXHIBIT B – SCOPE of WORK

Attached to and forming a part of the Agreement between Sub's Name and Contractor effective as of Contract Date.

The work shall include the following, without limitation:

- 1.1. Subcontractor specifically agrees to perform out-of-sequence work if required by Contractor to permit the coordination of the work by other trades.
- 1.2. Subcontractor specifically understands the construction schedule and has included all manpower necessary to meet schedule.
- 1.3. Subcontractor is required to obtain any and all permits required for this scope of work. Building permit will be provided by others.
- 1.4. Subcontractor specifically agrees to protect the work after installation or placement as required by the specifications.
- 1.5. Subcontractor specifically agrees to provide all layouts required for this scope of work. Contractor will provide a couple benchmarks and reference grids.
- 1.6. Subcontractor specifically agrees to protect existing work encountered during the installation of work included in this scope.
- 1.7. Daily clean up of sub-contractors work area is included. All streets soiled by activities in this work scope, shall be cleaned daily at Subcontractor's expense.
- 1.8. Subcontractor shall document on daily basis status of work by use of Daily Work Reports furnished by Contractor. Forms are to be completed for each day subcontractor is on site and turned in weekly to the project superintendent.
- 1.9. Subcontractor agrees to coordinate work in this work scope with all other trades affected.
- 1.10. Subcontractor shall conform to all Local, State, Federal codes and permit requirements for this work.
- 1.11. Subcontractor specifically agrees there will be no price escalation during the project, as long as the scope of work is completed per the schedule.
- 1.12. CONTRACTOR will provide unless stated otherwise:
 - 1.12.1.1.1. General Building Permit
 - 1.12.1.1.2. General debris dumpsters
 - 1.12.1.1.3. Temporary toilets
 - 1.12.1.1.4. Site fence
- 1.13. Subcontractor agrees to schedule and coordinate all deliveries and or special access with Contractor 48 hours in advance.
- 1.14. Subcontractor acknowledges normal working hours on this project will be from 7:00 am to 3:30 pm Monday thru Friday.
- 1.15. The Subcontractor specifically agrees that the furnishing and attachment of rigging for hoisting materials is the responsibility of the individual Subcontractor. Traffic control, if required will also be the Subcontractor's responsibility.
- 1.16. The Subcontractor agrees to respond within 24 hours to all requests by Contractor to increase manpower when an activity is determined by Contractor to be behind the project schedule.
- 1.17. The Subcontractor specifically agrees to attend weekly Subcontractor Coordination Meetings for two weeks prior to the Subcontractor's start of work on site and for the duration of the project while the Subcontractor is on site.
- 1.18. The Subcontractor specifically agrees to provide all task lighting and extension cords required to complete its work. Any special electrical requirements will be the responsibility of the Subcontractor.
- 1.19. The Subcontractor acknowledges that Contractor has the authority to require the removal of any employee of the Subcontractor from the jobsite. Removal from the site may be for repeated (2) failures to observe safe work practices or a single blatant safety violation or any other reason deemed significant by Contractor.
- 1.20. The Subcontractor agrees to post any required legal signage, trade notices and cautionary signage as necessary.
- 1.21. The Subcontractor specifically agrees to submit and have approved all warranties and Operational and Maintenance information prior to receiving final payment.

- 1.22. The Subcontractor agrees that it is the responsibility of the Subcontractor to make Contractor aware of all delinquencies, terminations and or lapses of insurance coverage for said Subcontractor.
- 1.23. The Subcontractor acknowledges there will be no payment of off site stored materials.
- 1.24. Subcontractor specifically agrees to coordinate off-hours construction with Contractor s Project Manager. No off-hours Work will be allowed without prior approval by Contractor.
- 1.25. Subcontractor specifically Agrees to protect its materials stored on site from water damage including material delivered to Project site. If its materials get wet, they must be removed and replaced by Subcontractor.
- 1.26. Subcontractor specifically Agrees to develop coordination drawings as required to complete its Work.
- 1.27. Subcontractor specifically understands the Project site is a non-smoking campus. Smoking will be limited to personal vehicles only. Workers will receive one (1) warning. If a worker is observed to smoke a second time outside their vehicle, they may be removed from the project site.
- 1.28. Subcontractor specifically agrees that all hoisting, shipping charges and taxes are included in the subcontract Amount, unless specifically stated otherwise in this Subcontract.
- 1.29. Subcontractor specifically agrees that no foul language is to be used on the Project site. Any worker using foul language will receive one warning. If they use foul language a second time, they will be removed from the Project site.
- 1.30. Subcontractor specifically recognizes that Field Directives shall be valid only if signed by Contractor s Project Manager before commencement of the additional work. The Contractor Superintendent is not authorized to approve Work or materials in addition to the original Subcontract scope of Work. No delays in the completion of the Project will be allowed due to Subcontractor not requesting timely approval of changes. All Change Order requests must be accompanied by documentation of quantity and cost of materials to be used, and list all labor hours and costs plus equipment costs and any associated markups. Claims for extras submitted after work has been performed without prior approval will not be approved or paid.
- 1.31. Subcontractor specifically agrees that all work schedules and delivery dates must be coordinated with Contractor s Project Manager. Sufficient Subcontractor workforce will be on site working to meet current schedule, as updated weekly on the Project site and to coordinate with all other trades to be sure that work can be completed on time or Subcontractor will add a second shift or work overtime, at no additional cost.
- 1.32. Subcontractor specifically agrees that all required field measurements are to be taken by Subcontractor to ensure its materials will fit field conditions. No compensations will be paid to correct errors in measurements on approved shop drawings that do not match field conditions.
- 1.33. Subcontractor specifically agrees to the unloading and installing of Owner-furnished materials associated with the Subcontract work.
- 1.34. Subcontractor specifically agrees that its employees will park their vehicles as directed by Contractor Project Manager or Superintendent.
- 1.35. Subcontractor specifically agrees that in the event of inconsistencies within or between parts of the Subcontract Documents or between the Subcontract Documents and applicable laws, statutes, ordinances, building codes, rules and regulations, Subcontractor shall provide the better quality or greater quantity of Work and comply with or confirm its Work to the most stringent legal requirements.
- 1.36. The Subcontractor shall include work as follows:
 - 1.36.1.

- 1.37. The Subcontractor shall exclude:
 - 1.37.1.

EXHIBIT F – INSURANCE

Attached to and forming a part of the Agreement between Sub's Name and Contractor effective as of Contract Date.

Subcontractor agrees per the Terms & Conditions of the Contract to carry Workmen's Compensation Insurance on Subcontractor's employees. Refer to Schedule F-1 attached.

Subcontractor agrees per the Terms & Conditions of the Contract to carry General Liability Insurance per the terms attached. Refer to Schedule F-1 attached

Subcontractor shall include the following Additional Insured to all Certificate of Insurance:

Contractor: Titan Building Company
2445A S. 179th St.
New Berlin, WI 53146

Owner: Owner Name
Address
City, State Zip

Architect: Architect's Name
Address
City, State Zip

A. SUB-SUBCONTRACT INSURANCE- Equivalent insurance coverage must be obtained from each of Subcontractor's sub-Subcontractor (s) before permitting them to perform any of the Work on the Project site, unless express written consent is provided by Contractor which consent shall not be unreasonably withheld.

B. NON-LIMITATION- It is understood and agreed that the insurance coverage's and limits required above shall not limit the extent of the Subcontractor's responsibilities and liabilities specified in the Subcontract Documents or by law.

C. EQUIPMENT INSURANCE- Contractor may furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise, at the Project site. Should Subcontractor use such items, the Subcontractor's agree to insure against any claims of injury or damage caused by them and their use while in Subcontractor's care custody or control. This coverage must name Contractor as an additional insured party. Physical damage insurance against damage to the items themselves shall be on an actual cash value basis. Subcontractor shall also insure, by endorsement, rider or otherwise, its own materials, tools and equipment from theft, damage or loss on the Project site.

D. WAIVER OF SUBROGATION- Subcontractor waives any rights of subrogation against Contractor and its insurers. A waiver of subrogation, by endorsement or otherwise in writing, in favor of Contractor and its insurers shall be included with proof of Subcontractor's commercial general, automobile, umbrella, workers' compensation/employers' liability, and equipment insurance coverage's. Subcontractor hereby waives all right against Contractor its insurers and those required to be name as additional insured's for Subcontractor's losses covered and/or paid by the proceeds of insurance maintained by Subcontractor under this agreement. The Subcontractor shall required sub-Subcontractor (s) to provide similar waivers in writing to Contractor.

CONTRACTOR – SCHEDULE “F-1” INSURANCE REQUIREMENTS

Furnish certificate with Universal Construction Solution’s project name and number stated on the certificate and submit with the execution of the trade contract. The coverage and amounts below Are minimum requirements and do not establish limits to the Contractor’s liability. Other coverage and higher limits may be provided at the Contractor’s option and expense.

LIMITS

1. Commercial General Liability is to be provided on an `Occurrence Basis_ with the coverage to include explosion, collapse and underground hazards (XCU), Blanket Contractual, Products, Independent CONTRACTOR s, Completed Operations, Personal Injury and Employees as additional insured’s. `Claims Made_ Form Not Acceptable.

BODILY INJURY LIMITS

\$1,000,000 each occurrence

\$1,000,000 aggregate*

PERSONAL INJURY LIMITS

\$1,000,000 each occurrence

\$1,000,000 aggregate*

PROPERTY DAMAGE LIMITS

\$1,000,000 each occurrence

\$1,000,000 aggregate*

GENERAL AGGREGATE SHALL APPLY TO THIS PROJECT ONLY (aggregate not to include other projects) AND MUST BE IDENTIFIED AS SUCH ON THE CERTIFICATE OF INSURANCE*

2. Automobile Liability, including owned, non-owned and hired automobiles. Automobiles of Subcontractor s and material suppliers must meet the same insurance requirements.

BODILY INJURY LIMITS

\$500,000 each person

\$500,000 each occurrence

PROPERTY DAMAGE LIMITS

\$250,000 each occurrence

3. Statutory Worker’s Compensation and Employers Liability: Statutory Limit (not less than \$1,000,000) and coverage under the United States Longshoremen’s and Harbor Worker’s Compensation Act and Broad Form All States Coverage.
4. Excess Umbrella Liability, to provide insurance in excess of Employers’ Liability, Commercial General Liability and Automobile Liability policies required hereunder.

\$5,000,000 each occurrence	\$5,000,000 general policy aggregate
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5. The Contractor shall be responsible for and maintain property insurance coverage at their option and expense to cover tools, equipment, etc., owned or rented, the capital value of which is not included in the cost of the work.
6. All policies are to be written by insurance companies licensed to do business in the state in which the work is to be performed and be acceptable to Contractor.
7. All certificates are to contain substantially the following statement: `The insurance covered by this certificate shall not be cancelled, nor materially altered, except after THIRTY (30) days prior written notice to Contractor. _
8. Each insurance certificate must contain the following conditions on the certificate.
 - a. Contractor, the Architect and the Owner are each to be named as an `Additional Insured `on a primary, non contributing basis on the General Liability, Automobile and Umbrella policies.
 - b. Waiver of Subrogation in favor of Contractor and the Owner applies to all policies.
 - c. General Liability general aggregate is per project.

EXHIBIT G – CONTRACT DOCUMENT LIST

Attached to and forming a part of the Agreement between Sub's Name and Contractor effective as of Contract Date.

SUBCONTRACT DOCUMENTS

The contract between Contractor and the Subcontractor includes all terms and conditions of this Subcontract and its Exhibits; the Project general, supplemental, and any special conditions; the Project design drawings, specifications and all addenda issued prior to the date of this Subcontract; and all the terms and conditions of the Agreement between Contractor and Owner applicable to the Subcontractor's Work, including, but not limited to, any Contract Documents identified in that Prime Agreement; and the Project Manual. The Subcontract Documents from the entire and integrated agreement between the parties and supersede all prior bidding, proposals, negotiations, and/or agreements, written or oral, between Subcontractor and Contractor except to the extent expressly, referenced in these Subcontract Documents. In the event of any inconsistencies between the terms of this Subcontract and the terms of the other Subcontract Documents, the terms of this Subcontract shall control.

REVIEW

Before execution of this Subcontract, Subcontractor acknowledges that it has had the opportunity to review the Subcontract Documents and that its Subcontract Amount is based on the requirements in such Subcontract Documents. Upon Subcontractor's request, Contractor shall furnish a copy of the Prime Agreement or any of the other Subcontract Documents.

FLOW-DOWN COMPLIANCE

Subcontractor agrees that it will comply with the requirements of the Subcontract Documents. Subcontractor further agrees to assume toward Contractor the obligations and responsibilities, including any administrative and procedural duties, that Contractor assumes toward the Project Owner under the Prime Agreement to the extent applicable to its Work. Subcontractor also agrees to similarly bind its sub-Subcontractors and suppliers to comply with the Subcontract Documents' requirements applicable to the portion of the Work they perform or supply, and to comply with the requirements for Application for Payment and accompanying affidavits and its subparagraphs. Contractor agrees to assume toward Subcontractor the obligations and responsibilities, including any administrative and procedural duties, that the Project Owner assumes toward Contractor under the Prime Agreement to the extent applicable to the Work.

(Attach document listing Schedule G-1)

EXHIBIT H – SAFETY

Attached to and forming a part of the Agreement between Sub's Name and Contractor effective as of Contract Date.

Subcontractor agrees to comply with requirements contained in the Contractor Safety Policy and any site-specific Safety Plan, without limitation:

- Contractor's Hazard Communication Program and company safety program shall have (1) copy kept on site in Contractor's Field Office
- All Owner-mandated or Prime Contractor Safety requirements.
- Subcontractor is bound to any safety requirements that Contractor is contracted with.
- Agrees that its employees will wear hard hats and safety glasses at all times. Warning vests or other suitable garments marked with or made of reflective or high visibility material will be required for all personnel at all times or until otherwise directed by Contractor Project team. Personnel protective equipment when necessary and abide by all relevant OSHA standards relation to their work.
- Agrees that six foot (6') tie-off rules apply for all trades unless other adequate fall protection such as guardrails are provided.
- Agrees to submit weekly safety meeting minutes conducted by the onsite supervisor and signed by all employees on site. Agrees to submit a written accident report and inform Contractor Project Manager immediately in the event of an accident involving their personnel.
- Acknowledges that all OSHA and Contractor safety policies will be enforced by Subcontractor. Contractor's Project Manager, superintendent, Foreman or Safety Director may have any Subcontractor /Supplier employee removed from the Project site if they refuse to follow instruction as to safety or work flow. If a worker is asked to leave the site twice, they will not be allowed to return.
- Agrees that any employee working on the site will be subject to a drug and alcohol-testing program that consists of testing if there is a cause, as well as post accident or post near-miss testing. All costs for testing will be the responsibility of the Sub contractor and it is understood that the specific details will be available in separate testing protocol.
- Agrees that MSDS information on all products and materials to be use on site or supplied to the site is to be submitted to Contractor's Project Manager prior to the commencement of Work.
- Agrees that all construction temporary power shall have GFCI protection. All extension cords plugged into permanent power shall have GFCI protection at the source of that power. Agrees to provide all task lighting and extension cords required to complete its Work.

EXHIBIT O – Specific Owner Requirements

Attached to and forming a part of the Agreement between Sub's Name and Contractor effective as of Contract Date.

The following guidelines and requirements shall be made part of this agreement for the purpose of identifying project specific requirements that are part of the Prime Contract agreement between the Contractor and the Owner (Lessor), and further required by the terms of this agreement between Contractor & Subcontractor.

The attached documents are identified as: