
SUBCONTRACT (MEDIUM FORM)

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This document has important legal and insurance consequences. CMC encourages consultation with an attorney and insurance consultant when completing or modifying this document.

***CMC ASSOCIATES
2 Batterymarch Park
1 Pine Hill Drive
Quincy, MA 02169***

JOB NO:

DATE:

ACCOUNT CODE:

**SUBCONTRACT
(MEDIUM FORM)**

This agreement is made this ___th day of 20??, and effective the ___th day of 20?? by and between **CMC Associates, Inc.** (Contractor) and _____ (Subcontractor) to perform the Work identified in Article 2 in accordance with the Project's Contract Documents.

PROJECT:

OWNER:

ARCHITECT:

CONTRACTOR:

SUBCONTRACTOR:

**ARTICLE 1
CONTRACT PAYMENT.**

1.1 The Contractor agrees to pay Subcontractor for satisfactory performance of Subcontractor's Work as itemized in **Attachment A** in the amount of:

1.2 Progress Payments will be made based on completion of the work in the Schedule of Values listed in **Attachment B**. Within thirty (30) days after receipt of the monthly Application for Payment, CMC shall pay directly to the subcontractor the appropriate amount, less 10% retainage, for which the accepted Application for Payment is made therein. All Applications for payment must be submitted on AIA Documents G702 and G703 or similar format.

1.3 Receipt of progress payments and final payment by the Contractor from the Owner on account of the Work performed by the Subcontractor shall be, in each instance, a condition precedent to the Subcontractor's right to receive such payment. Request for Payment is due in Contractors office no later than the 25th day of each month for work completed that month. These payments are subject to receipt of such lien waivers, affidavits, warranties and guarantees as required by the Contractor, including waivers of lien from Subcontractor's suppliers.

1.4 At Contractor's option, it may pay Subcontractor's suppliers directly or by joint check and deduct the same from contract amount. The Subcontractor agrees that the Contractor reserves the sole right of determination as to what manner payment shall be made.

1.5 Within fifteen (15) days of the date of execution of this Subcontract by the Subcontractor and prior to submission of the first Requisition, and as a precondition to the Subcontractor's right to payment, the Subcontractor shall deliver to the Contractor, in acceptable form, a detailed breakdown of the Subcontract Amount indicating the values of the

various parts of the Work for review and approval. Once accepted by the Contractor, this Schedule of Values will be used as a basis for payment of the Subcontractor's monthly Requisition.

ARTICLE 2 **SCOPE OF WORK.**

2.1 Subcontractor agrees to commence Subcontractor's Work herein described upon notification by Contractor, and to perform and complete such Work in accordance with Contract Documents and under the general direction of Contractor in accord with Contractor's schedule. This shall include all work necessary or incidental to complete the Work for the Project as more particularly, though not exclusively specified as . Refer to Scope of Work on **Attachment A**.

ARTICLE 3 **SCHEDULE OF WORK.**

3.1 Time is of the essence. This Subcontractor knows that the Contractor must have his contract performed on or before _____; and it is therefore understood and agreed that the Work provided for herein shall be entirely completed on or before _____ and to that end the Subcontractor will perform not less than the Scope of Work to commence on or about _____ and proceed on consecutive working days there after until complete.

3.2 Subcontractor shall provide Contractor with any requested scheduling information of Subcontractor's Work. The schedule of Work, including that of this Subcontractor shall be prepared by Contractor and may be revised as the Work progresses. Subcontractor realizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation. No allowance for time will be made Subcontractor for delay in preparing his drawings or in securing approval of Architect hereto when such drawings are not properly prepared for approval of Architect. . The Subcontractor agrees that it will keep itself continually informed of the progress of the Project and will, upon its own initiative, confer with the Contractor so as to plan its Work and coordinate its sequence and required progression with the work of the Contractor and of other subcontractors so as to be able to expeditiously undertake and perform its Work with adequate forces. This Subcontract includes the cost of any overtime or work shifts necessary for completion of the Work of this Subcontract and the Project in accordance with the Contractor's schedules.

3.3 Subcontractor shall coordinate its schedule with and work in harmony with all other contractors, subcontractors, and suppliers on the project so as not to delay or damage their Work or performance.

3.4 All materials or equipment to be furnished by the Subcontractor hereunder shall be furnished in sufficient time to enable the Subcontractor to perform and complete its Work within the time or times required by the Contractor's schedule.

3.5 The Contractor shall have the right to decide the time, order and priority in which the various portions of the Work shall be performed and all other matters relative to the timely and orderly conduct of the Work. The Subcontractor shall commence its Work on the site upon notification by the Contractor.

3.6 Should overtime work or shiftwork be ordered by the Contractor in writing due to no fault of the Subcontractor, payment will be made to the Subcontractor for the actual premium portion of direct labor cost only for such Work verified on a daily basis by the Contractor's Superintendent.

3.7 If, in the opinion of the Contractor, the Subcontractor has fallen behind in furnishing the necessary labor, and/or materials to meet construction needs in accordance with the Contractor's current schedule then, upon the direction of the Contractor, the Subcontractor shall, at its own cost (except as set forth in 3.6), increase its forces or work such overtime as may be required to complete its Work in accordance with the Contractor's schedule. The Contractor's decisions in this matter will be final.

ARTICLE 4 **CHANGES, CLAIMS AND DISPUTES.**

4.1 Contractor, without nullifying this Agreement, may direct Subcontractor, in writing, to make changes to Subcontractor's Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in Subcontract Change Order pursuant to the Contract Documents.

4.2 Prior to commencement of the changed work and no later than seven (7) calendar days after receipt of a request for proposal, the Subcontractor shall submit to the Contractor a written cost or credit proposal and schedule impact with substantiation in form acceptable to the Contractor and the Architect. Any attempt to reserve the right to subsequent claims for either additional payment or extension of time not quantified on such proposal is deemed null and void. The Contractor will review such proposal with the Architect and, if required by the Contract Documents, and subject to agreement by the parties, issue a written modification, hereinafter called a "Subcontract Revision" adjusting the Subcontract Amount.

4.3 All changes in the Work, except those resulting from the Subcontractor's default in the performance of its obligations hereunder shall be confirmed on a Subcontract Revision signed by the Contractor and the Subcontractor after the ordering thereof by the Contractor pursuant to Section 4.1. A Subcontract Revision constitutes complete agreement regarding compensation to the Subcontractor for both time and money for the changed Work, and constitutes a final settlement of all claims arising out of such Subcontract Revision, including, without limitation, all claims for delays,

disruptions, accelerations, and impacts resulting from, caused by, or incident to the work on which such Subcontract Revision is based and any claim that such work, when considered with other work performed, or to be performed by the Subcontractor, constitutes a cardinal change. Subcontract Revisions will be made only to the extent that the Contractor is entitled to such compensation from (or must grant such compensation to) the Owner resulting from Owner or Architect directed changes.

4.4 The Contractor may order changed work to be performed on a time and materials basis by written notification to the Subcontractor. Upon receipt of such notice, Subcontractor will perform the work and will accept in full payment thereof an amount equal to the direct cost of labor, materials and equipment actually used to perform such changed work, plus mark up for overhead and profit as allowed in the Contract Documents (15% maximum if not specified) to cover all other indirect costs. Except in an emergency affecting the safety of persons or property, the Subcontractor shall perform no work, which may constitute a change in the Work, which might otherwise entitle the Subcontractor to be paid additional compensation unless such work is done pursuant to a written order from the Contractor. The Subcontractor will keep written records of the labor, materials and equipment used to perform such changed work and will hand-deliver daily, said records supporting the costs to be paid to the Subcontractor for such work for written verification of Work done to the Contractor's Superintendent. The Subcontractor waives any right for compensation for work performed on a time and materials basis on any day for which said records are not kept and submitted to Contractor's Superintendent for written verification.

4.5 Notice of all claims for additional compensation shall be given to the Contractor in writing within seven (7) calendar days after the occurrence, or such shorter period as may be required in the Contract Documents, of the event giving rise to such claim, or the claim shall be considered abandoned by the Subcontractor. Notwithstanding anything to the contrary herein contained, the Subcontractor shall have no claims for any additional compensation except to the extent that the Contractor shall have such claim under the Contract Documents, and such Contractor's claim and allowance thereof by the Owner shall be a condition precedent to the Subcontractor's claim and allowance thereof by the Contractor.

4.6 If a dispute arises as to whether a written order by the Contractor is a change to the Work, or if the Subcontractor is delayed in the prosecution or completion of its Work due to reasons not in its control, the Subcontractor must present a claim to the Contractor in writing within seven (7) calendar days of the occurrence of such delay or dispute. By failure to make such claim the Subcontractor waives all rights for additional compensation or time extension. The Subcontractor will keep written records in a form acceptable to the Contractor supporting any claim for additional compensation for which the Subcontractor is entitled to be paid under this Subcontract.

4.7 If the Subcontractor should default in performance of the Work or should otherwise commit any act which causes delay to the work of the Contractor, the Subcontractor shall be liable for all losses, costs, expenses, liabilities and damages, including consequential damages or liquidated damages, sustained by Contractor, or for which Contractor may be liable to Owner or any other party because of Subcontractor's default.

ARTICLE 5

FAILURE OF PERFORMANCE; CONTRACTOR'S REMEDIES.

5.1 If the Subcontractor, in the opinion of the Contractor, at any time refuses or neglects to supply enough properly skilled workers and proper materials, or fails to properly and diligently prosecute the Work, or disregards the instructions of the Contractor, or fails to make prompt payment to its workers, sub-subcontractors or material suppliers, or becomes delinquent with respect to contributions or payments required to be made to any health and welfare, pension, vacation, apprenticeship or other employee benefit program or trust or is otherwise guilty of a breach of a provision of this Subcontract, and fails within forty-eight (48) hours after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then the Contractor, without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies: (1) supply such number or workers and quantity of materials, equipment and other facilities as the Contractor deems necessary for the completion of the Work, or any part thereof which the Subcontractor has failed to complete or perform, and charge the cost thereof to the Subcontractor, who shall be liable for the payment of same including reasonable overhead, profit and attorneys' fees incurred as a result of the Contractor performing the Subcontractor's obligations because of the Subcontractor's failure of performance; (2) contract with one or more additional subcontractors to perform such part of the Work as the Contractor shall determine will provide the most expeditious completion of the total Work and charge the cost thereof to the Subcontractor; (3) take possession of any tools, equipment, implements, appliances and materials furnished by or belonging to the Subcontractor for the performance of the Work in order to implement the remedies set forth in clauses (1) and (2) above without compensation to the Subcontractor for such use; (4) accept any defective work or materials and reduce the Subcontract Amount accordingly; (5) make any payments on the Subcontractor's account to satisfy the Subcontractor's obligations relating to the Work for labor, materials, equipment, insurance or other items, or Subcontractor's failure to comply with any applicable laws; (6) withhold payment of any moneys due the Subcontractor pending corrective action to the extent required by and to the satisfaction of the Contractor. In the event of an emergency affecting the safety of persons or property, the Contractor may proceed as above without notice.

5.2 The Contractor may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment to the extent necessary to protect the Contractor from loss, including costs and attorney's fees, on account of any of the following: (1) defective work not remedied; (2) third-party claims or liens filed (including, without limitation, the filing of a Notice of Contract by any third party); (3) failure of the Subcontractor to make payments properly to its lower-tier contractors or for material, labor or fringe benefits; (4) damage to the Contractor, Owner, another subcontractor or a separate contractor engaged by the Owner; (5) penalties or fines assessed against the Contractor or the Subcontractor for failure of the Subcontractor to comply with state, federal or local laws and regulations, or as otherwise provided in the

Subcontract; (6) failure to carry out the Work in accordance with the Contract Documents or this Subcontract. When the above matters are rectified, such amounts as then due and owing shall be paid or credited to Subcontractor.

5.3 If the Subcontractor fails to commence and satisfactorily continue correction of a default within forty-eight (48) hours after receipt by the Subcontractor of the notice issued under Section 5.1, then the Contractor may terminate the Subcontractor's right to perform under this Subcontract and may use any materials, implements, equipment, appliances or tools furnished by or belonging to the Subcontractor to complete the Subcontractor's Work without any further compensation to the Subcontractor for such use. The Contractor also may furnish materials and equipment, and/or employ such workers or subcontractors, as the Contractor deems necessary to maintain the orderly progress of the work.

In such case, the Subcontractor shall be entitled to no further payment until the balance of the Work has been completed. Costs incurred by the Contractor in performing the Subcontractor's Work, plus actual attorney's fees as provided above, shall be deducted from any payment due or to become due to the Subcontractor. The Subcontractor shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the Subcontract Amount.

In the event that the Subcontractor has provided a performance bond to secure its obligations under this Subcontract, the Contractor may, notwithstanding anything to the contrary contained in the bond, exercise its rights under this Article 5, without further notice to the surety, and without relieving the surety of any of its obligations under the bond, if either the surety fails, within forty-eight (48) hours of its receipt of notice of the default of the Subcontractor, to give written notice to the Contractor specifying the actions which it desires to take in curing such default, or if the surety timely gives such notice and such actions are unacceptable to the Contractor. Without limiting the foregoing, in the event that the surety desires to engage another subcontractor or other personnel to cure such default, any such subcontractor or personnel must be acceptable to the Contractor. In the event that there shall be a conflict between any provision of a surety bond and this Subcontract, then this Subcontract shall govern.

5.4 Upon the appointment of a receiver for the Subcontractor or upon the Subcontractor making an assignment for the benefit of creditors or if the Subcontractor seeks protection under the Bankruptcy Code or commits any other act of insolvency or, if an order for relief is entered under the Bankruptcy Code with respect to the Subcontractor, the Contractor may terminate this Subcontract upon giving forty-eight (48) hours written notice to the Subcontractor, its trustee and its surety, if any, unless the Subcontractor, the surety, or the trustee: (1) promptly cures all defaults; (2) provides adequate assurance of future performance; (3) compensates the Contractor for actual pecuniary loss resulting from such defaults; and (4) assumes all the obligations of the Subcontractor.

5.4.1 If the Subcontractor is not performing in accordance with the schedule of work at the time of entering an order for relief, or at any subsequent time, the Contractor, while awaiting the decision of the Subcontractor or its trustee to reject or to accept the Subcontract and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Article as are reasonably necessary to maintain the schedule of work.

Contractor may offset against any sums due or to become due to the Subcontractor, all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit and attorneys' fees incurred as a result of Subcontractor's non-performance. Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Amount.

5.5 The Contractor may at any time and for any reason terminate the Subcontractor's services and Work at the Contractor's convenience upon written notice to the Subcontractor. Upon receipt of such notice, the Subcontractor shall, unless the notice directs otherwise, immediately discontinue the Work and placing of orders for materials, facilities and supplies in connection with the performance of the Subcontract, and shall, if requested, make its best effort to procure cancellation of all existing orders or contracts upon terms satisfactory to the Contractor, or at the option of the Contractor, give the Contractor the right to assume those obligations directly, including all benefits to be derived therefrom. The Subcontractor shall thereafter do only such work as may be necessary to preserve and protect the Work already in progress and to protect material and equipment on the job site or in transit thereto.

Upon such termination, the Subcontractor shall be entitled to payment in accordance with Article 2 only for the cost of the Work completed in conformity with the Subcontract. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Subcontractor prior to the date of the termination of the Subcontract. The Subcontractor shall not be entitled to any claim or claim of lien against the Contractor or the Owner for any additional compensation or damages in the event of such termination and payment. In no event shall the Subcontractor receive more money than the value of its accepted Work or the Subcontract Amount, whichever is lower.

5.6 The Subcontract shall become null and void and of no effect in the event that: (1) The Architect or the Owner objects to the Subcontractor; or (2) The Contractor shall not be awarded the Prime Contract.

ARTICLE 6 **INSURANCE.**

6.1 Prior to the start of Subcontractors Work, Subcontractor shall procure and maintain in force for the duration of the Work, Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and all insurance required by the Contractor under **Attachment D** of the Subcontract Documents. Contractor, Owner, and Architect shall be named as additional insured on each of these policies, except for Worker's Compensation.

ARTICLE 7 **INDEMNIFICATION.**

7.1 To the fullest extent permitted by the law, the Subcontractor shall indemnify, defend with counsel acceptable to

Owner and Contractor, and save harmless the Owner and the Contractor, including their officers, agents, employees, affiliates, partners, parents and subsidiaries, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, attorneys' fees, losses or liability, in law or in equity, of every kind and nature whatsoever, hereinafter referred to as "Claims", arising out of or in connection with the Subcontractor's operations performed or to be performed under this Subcontract including, but not limited to any of the following: (1) Personal injury, including, but not limited to, bodily injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of the Subcontractor, Owner, Contractor, or any other subcontractor or damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in part by any act or omission of the Subcontractor or anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable regardless of whether such personal injury or damage is caused in part by a party indemnified hereunder; (2) Penalties or fines imposed because of the violation of any law, order, citation, code, rule, regulation, standard, ordinance or statute, caused by the action or inaction of the Subcontractor; (3) Infringement of any patent rights which may be brought against the Contractor or Owner arising out of Work; (4) Claims and liens for labor performed or materials used or furnished to be used on the Project, all incidental or consequential damages and other costs incurred resulting to the Contractor or Owner from such claims or liens, including, without limitation, any Claims arising from a breach of Subcontractor's obligations under Article 9; (5) Failure of the Subcontractor to comply with the provisions of Article 6, Insurance; (6) Any obligation or indemnity the Subcontractor has to Contractor or Owner; (7) Any violation or infraction by the Subcontractor of any law, order, code, citation, rule, regulation, standard, ordinance or statute in any way relating to hazardous material or the occupational health or safety of employees, including, but not limited to, the use of Contractor's or other's equipment, hoist, elevators, or scaffolds.

7.2 This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor's Commercial General Liability Insurance, Auto Liability Insurance or Workers' Compensation Insurance, Disability Benefit Insurance or other employee benefit insurance. The Subcontractor shall provide in the policy of commercial general liability insurance required by this Subcontract agreement, contractual indemnity coverage that insures the Subcontractor's liability under the provisions of this Article.

7.3 The indemnification provisions above shall extend to Claims occurring after the Work of this Subcontract is completed as well as while the Work is ongoing. The Subcontractor, however, shall not be obligated under this Subcontract to indemnify the Owner or the Contractor for Claims arising from the sole negligence or willful misconduct of the Owner or the Contractor or their agents, employees or independent contractors who are directly responsible to the Owner or the Contractor, or for defects in design furnished by such persons. Any sum or sums chargeable to the Subcontractor under this provision or any other provision of this Subcontract may, at the election of the Contractor, be deducted from any payments otherwise due or to become due to the Subcontractor under this or any other subcontract between the Contractor and the Subcontractor.

7.4 The Subcontractor shall; (1) At the Subcontractor's own cost, expense and risk, defend all Claims as defined in Article 11 that may be brought or instituted by third persons, including, but not limited to, governmental, state, or local agencies, or employees of the Subcontractor against the Contractor or the Owner or their agents or employees or any of them; (2) Pay and satisfy any judgment or decree that may be rendered against the Contractor or the Owner or their agents or employees, or any of them arising out of any such Claim; and (3) Reimburse the Contractor or the Owner or their agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity granted in this Article 7.

ARTICLE 8 **WARRANTY.**

8.1 The Subcontractor warrants that all materials and equipment furnished under this Subcontract shall be new unless otherwise specified in the Contract Documents and that all Work shall be of good quality, free from fault and other defects and in conformance with the Contract Documents. The Subcontractor shall obtain and preserve, for the benefit of the Owner, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work. The Subcontractor shall execute a written guaranty and warranty applicable to all phases of the Work in accordance with this Subcontract and all other applicable provisions in the Contract Documents pertaining to warranties and guarantees.

8.2 The Work of this Subcontractor shall be in full compliance with the Contract Documents and with written recommendations of recognized agencies and manufacturers, so as not to void the manufacturers' warranties or guarantees. Warranties shall commence as of the date of the Substantial Completion of the Project and shall continue for a period of no less than one year unless a longer period is otherwise provided for in the Contract Documents or unless the manufacturer provides a longer warranty. The Subcontractor shall immediately upon written notification from the Contractor or the Owner, perform any and all remedial work required during any warranty or guarantee period covering the Work of this Subcontract. All guarantees and warranties shall be enforceable directly by the Owner if the Owner so elects.

ARTICLE 9 **MECHANIC LIENS.**

9.1 The Subcontractor shall use its best efforts to prevent any laborers, material suppliers, mechanics, or other similar liens from being filed or otherwise imposed on any part of the Work or the Project. If any laborer's, material supplier's, mechanic's or other similar lien or claim is filed or otherwise imposed by the Subcontractor, or any lower tier subcontractor, or material supplier in connection with the Work, the Subcontractor shall either cause such lien to be

released and discharged, or shall file a bond in lieu thereof within 24 hours of receipt of written notice thereof. If the Subcontractor fails to either release and discharge or bond over any such lien or claim, the Contractor may, at Subcontractor's expense, do so. Any costs so incurred by the Contractor, in doing so, may be deducted from any amounts due, or which may become due from the Contractor to the Subcontractor. The Subcontractor's obligations under this Section 9 shall survive termination of this Subcontract and completion of the Work. The Subcontractor warrants and guarantees that title to all work, materials, and equipment covered by a Requisition shall vest with the Owner before the receipt of payment by the Subcontractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens"); and that no Work, materials or equipment covered by a Requisition shall have been acquired by the Subcontractor or any other person performing the Work at the site or furnishing the materials and equipment for the Project, subject to an agreement under which an interest therein or lien thereon is retained by the seller or otherwise imposed by the Subcontractor or such other person.

**ARTICLE 10
DISPUTE RESOLUTION**

10.1 The Contractor and Subcontractor shall not be obligated to resolve disputes arising under this Subcontract by arbitration provision, unless the Prime Contract has an arbitration provision, and a particular dispute between the Contractor and the Subcontractor involves issues of fact or law which the Contractor is required to arbitrate under the terms of the Prime Contract. In the event that arbitration is required under the terms of this provision, the same arbitrator(s) utilized to resolve the dispute between the Owner and Contractor shall be utilized to resolve the dispute under this provision. In the event the Owner is not involved in the dispute, it shall not be party to the selection of arbitrators.

10.2 In connection with any claims pursuant to Article 4, the Contractor agrees to allow the Subcontractor to use the Contractor's name in prosecuting claims pursuant to the provisions of the Contract Documents or as provided by law for the prosecution of such claims. The Contractor further agrees, upon reasonable notice as provided in the Contract Documents, to include any claims of the Subcontractor in any action brought by the Contractor against the Owner. In the event that the Contractor and Owner or others arbitrate or take other legal action regarding matters relating to this Subcontract, the Subcontractor shall be required, at the request of the Contractor, to prepare and present the Contractor's case, at Subcontractor's expense, to the extent the proceedings relate to this Subcontract.

10.3 Should the Contractor enter into arbitration or other proceeding with the Owner or others with regard to issues relating to this Subcontract, the Subcontractor shall be bound by the result of any proceedings to the same degree as the Contractor. The Subcontractor agrees to become a party and be bound by any legal proceedings involving the Contractor, the Architect, or the Owner to the extent that such proceedings involve any of the rights or obligations of the Subcontractor.

**ARTICLE 11
SPECIAL PROVISIONS:**

- | | | |
|-----------------------|---|----------------------------------------|
| ATTACHMENT A | - | Scope of Work |
| ATTACHMENT B | - | Schedule of Values |
| ATTACHMENT B.1 | - | AIA Form G702/G703 |
| ATTACHMENT C | - | General Safety Rules |
| ATTACHMENT D | - | Insurance Requirements |
| ATTACHMENT E | - | Business Qualification Tax Form |
| ATTACHMENT F | - | List of Drawings |

In witness whereof, the parties have executed this agreement under Seal, the day and year first written above.

SUBCONTRACTOR REPRESENTATIVE

CMC ASSOCIATES

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

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

Subcontractor's Federal Tax ID Number_____

ATTACHMENT A:

JOB NO: 00000

SCOPE OF WORK:

Subcontractor to provide all materials, labor, equipment, material supervision, shop drawings, services, tools, scaffolding, hoisting, rigging, transportation, unloading, handling, permits and insurance and all other items and services required to perform and complete the Subcontractors Work based on CMC's drawings, as outlined here-in and as detailed on Subcontractors Proposal dated (MM, DD, YYYY). It is Subcontractor's responsibility to insure all applicable codes, regulations, engineering are done in coordinated effort with CMC and other trades for the duration of the Project. The project is design/build and Subcontractor is responsible for the complete design of the scope of work and requirements for a complete job. The scope of work includes but is not limited to the following items:

(Insert Project Specific Scope of Work)

Scope of Work (cont.)

1. Subcontractor to provide all the necessary labor, material, and equipment to deliver and stock the project with material and equipment, including hoisting to all areas of the project.
2. Provide labor to remove and legally dispose of any debris associated with Subcontractor's work and packaging material from new material as well as general construction debris. Clean-up to be performed by Subcontractor on a daily basis.
3. Subcontractor is responsible to ensure that the work is performed in compliance with the most current OSHA regulations and guidelines.
4. Subcontractor to provide all permits and fees for scope of work and coordinate with CMC and state/local official for inspection of the work.
5. Subcontractor to provide a list of major activities of work and the forecast duration to complete.
6. Subcontractor's work to be performed in accordance with CMC Project Schedule and or the direction of CMC.
7. Subcontractor to have foreman on site during course of subcontractor scope of work to coordinate on daily basis with CMC's site superintendent.
8. Subcontractor to schedule all deliveries of material and equipment with CMC forty-eight (48) hours in advance of arrival to job site. All deliveries of material to be coordinated with CMC and the owner so not to disrupt the owners operation or the work activities of other trades. Confirmation of the delivery date must be received from CMC prior to delivery.
9. For extra work not specifically indicated as part of the scope of work, the subcontractor shall provide separate slips indicating number of hours worked, description of the additional work, and material and equipment used. Signed work slips are only a representation that the extra work has been satisfactorily performed. Payment of extra work will be determined by CMC's Project Manager.
10. Subcontractor to provide shop drawings (coordinated with CMC) and equipment submittals for all material incorporated into the project with in two weeks from Subcontract Agreement. Shop drawings and submittal to be approved by CMC prior to the fabrication of material and/or the start of work. Drawings and submittals shall include plans, elevations, dimensions load capacities and certification of design. Facsimile copies will not be accepted for final use by CMC.
11. Subcontractor is responsible for the protection of own work during construction and to take care around other trade's work, specifically but not limited to concrete slabs and other finished surfaces.
12. Subcontractor's lifts and equipment should be maintained so not to cause damage to slabs and other finished surfaces. Particularly, leaking of hydraulic fluid, gas, oils and rubber tire marks on concrete slabs.
13. Subcontractor to provide training of the owner on the operation and maintenance of new equipment, which will be coordinated with owner and CMC.
14. Subcontractor to provide three copies of Operation and Maintenance Manuals and one copy of as-built drawings within two weeks of completion of work.
15. Subcontractor shall provide, in writing, a minimum one-year warranty on all material and workmanship.
16. All applicable state sales taxes are included as part of the contract amount for any material and services as part of the Subcontract Agreement.
17. All work to be done in accordance with Local, State, Federal and all other applicable laws and codes.

SCHEDULE OF VALUES

Subcontractor to provide a breakdown of the items of work and the associated cost. Progress billing to be submitted to CMC on AIA Forms G702/G703 (see attached) or a similar format and forward to CMC on a monthly basis.

<u>QTY</u>	<u>Item of Work</u>	<u>Value</u>
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	Sales Tax	
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Subcontract Total:

GENERAL SAFETY RULES

1. No Smoking or eating in exiting warehouse and/or office area.
2. Whenever you are involved in an accident that results in personal injury or damage to property, no matter how small, the accident must be reported. Get first aid promptly.
3. Report immediately any condition or practice you think might cause injury or damage to equipment.
4. Do not operate any equipment which, in your opinion, is not in a safe condition.
5. Subcontractor to provide adequate fall protection for heights that exceed six feet in accordance with OSHA requirements.
6. All prescribed safety and personal protection equipment must be used when required and shall be maintained in working condition.
7. Hard hats and prescribed work boots must be worn at all times while on the job. Absolutely no sneakers allowed on work site.
8. Obey all company rules, governmental regulations, signs, markings and instructions. Be particularly familiar with those that apply to you. If you do not know, ask.
9. When lifting, use the approved lifting technique, i.e. - bend your knees, grasp the load firmly, then raise the load, keeping your back as straight as possible. Get help for heavy loads.
10. No horseplay: avoid distracting others: be courteous.
11. Always use the right tools and equipment for the job. Use them safely and only when authorized.
12. Good housekeeping should always be practiced. Return all tools, equipment, etc., to their proper places. Disorder wastes time, energy and materials, and will often result in injury.
13. The use of drugs and/or intoxicating beverages are prohibited.
14. Subcontractor's written safety program to be kept at the site and forward to CMC.
15. MSDS sheets relative to scope of work should be submitted to CMC and copies maintained at the site
16. CMC Associates reserves the right to terminate any individual or company that does not conform to these safety rules.
17. The objective of this company is to conduct all operations as safely and efficiently as possible.

To accomplish this, we are assigning the responsibility, authority and accountability for loss control to all management and supervisory personnel within their individual area of operations.

Each employee will have the responsibility of performing his/her work in a safe and efficient manner and to report unsafe conditions and practices, no matter how minor, to supervision for prompt attention.

Loss control is a prime responsibility of all employees. The line of authority for loss control matters is the same for all general business. All managers and supervisors shall ensure that all employees under their direction shall be educated in safe work methods and that these methods be enforced.

Insurance Requirements

NOTE: CMC Associates, Inc., _____ and _____ and _____ are to be named as additional insured on each of these policies, except for worker's compensation.

Kind of Insurance	Amount
a. Worker's Compensation, including an "all states endorsement"	Statutory
b. Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease ea. employee
c. Commercial General Liability Insurance that shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.	\$1,000,000 each occurrence and \$2,000,000 Annual Aggregate The General Aggregate shall apply Separately to each project.
<p>General Contractor , Owner and all other parties required of the General Contractor, shall be included as Additional Insureds on the CGL using ISO Additional Insured Endorsement CG 2010 (11/85) or an equivalent form that provides the coverage to the additional insureds like <u>CG 2010 (10/93) AND CG 2037 (10/01)</u> or <u>CG 2033 (10/01) AND CG 2037 (10/01)</u>. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and Non-Contributing Insurance before any other insurance or self insurance, including any deductible, maintained by, or provided to, the additional insured.</p> <p>Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.</p>	
d. Comprehensive Automobile Liability (covering all owned, non-owned or hired vehicles)	\$1,000,000 each accident (Bodily Injury & Property Damage)
e. Umbrella	\$5,000,000
f. Errors and Omissions Insurance (applies to those performing professional services. ie. Architects, engineers and others performing design services)	\$1,000,000 each occurrence (coverage must be maintained for a period of least 3 years after the project is completed)
g.	This insurance shall require provision of no less than thirty (30) days prior written notice of cancellation or material change sent by registered mail to all additional insureds.
h.	The insurance required herein must be issued by companies with a minimum A.M. Best's rating of A.
i.	Contractor and Subcontractor waive all rights against (1) each other and any of their Subcontractors, agents and employees, and (2) The Owner, its agents and employees, for damages caused by fire or other perils to the extent covered by property insurance provided under the General Agreement or other property insurance applicable to the Work, except such rights as they may have to proceed of such insurance held by owner as fiduciary. Subcontractor shall require of its Sub-subcontractors and their agents and employees, by appropriate agreement, similar waivers.

- j. To the fullest extent permitted by law subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability commercial, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above

Business Qualification Tax Form

Gentlemen:

The Tax Equity and Fiscal Responsibility act of 1982 establishes reporting requirements for all payments of \$600.00 or more to individuals in the course of conducting a trade or business. Form 1099 will be issued yearly to report these payments. In order to fulfill these requirements, please complete and return this letter.

Identification Number

- 1. () Corporation _____
- 2. () Partnership _____
- 3. () Individual (Social Security Number) _____
- 4. () Proprietorship _____
- 5. () Other - please explain _____

Signature_____

Title_____

Date_____

After December 31, 1983, the law requires 15% withholding on amounts paid to persons who have not submitted correct taxpayer identification numbers for purposes of fulfilling these reporting requirements.

If this number is not returned to us within ten (10) days from issuance of this letter, we will be unable to issue further checks.

Very truly yours,

CMC Associates, Inc.

ATTACHMENT F

JOB NO: 00000

DRAWINGS INCORPORATED AS PART OF THIS SUBCONTRACT ARE AS FOLLOWS:

<u>Dwg #</u>	<u>Description</u>	<u>Date</u>
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