

SUBCONTRACT

AGREEMENT made this ({Contracts.ContractDate} "Contract Date") by and between CM&B, Inc. (Construction Management and Builders, Inc.), 75 Sylvan Street, Building C, Danvers, MA 01923, ("Contractor") and {ToCompany.Name}, {ToContact.DisplayAddress}, Attn: {ToContact.FirstName} {ToContact.LastName}, {ToContact.Tel} phone, {ToContact.Fax} fax, {Contacts.EMail} email ("Subcontractor").

Contractor and Subcontractor, in consideration of the covenants set forth hereinbelow, agree as follows:

1. **DEFINITIONS.** As used in this Subcontract, each of the terms set forth hereinbelow shall have the respective meaning indicated opposite such each term.

- "Owner" - {LegalDocInfo.Owner}
{LegalDocInfo.OwnerAddr1}
{LegalDocInfo.OwnerAddr2}
Attn: {LegalDocInfo.OwnerBy}, {Projects.UserText1} phone
- "Project" - All of the work required to be performed at {Projects.Name}, {Projects.Address} pursuant to the contract entered into between Owner and Contractor. Project Manager: {Projects.ProjectManager}, Project Coordinator: {Projects.FieldEngineer}, Project Accountant: {Projects.UserText3}
- "Project Site" - {Projects.Name}
{Projects.Address}
Superintendent: Mr. {Projects.Superintendent}, {Projects.JobTel} cell
- "Subcontract Amount" - ({Contracts.OrigValue} "Currency")
- ({Contracts.OrigValue} "NumToText")
Sales Tax {ContractSchedOfValues.Notes}
- "Commencement Date" - {Contracts.NTP}
- "Completion Date" - {Contracts.OrigSubstComplDate}
- "Bonds" - N/A
- "Architect" - {LegalDocInfo.ArchName}
{LegalDocInfo.ArchAddr1}
{LegalDocInfo.ArchAddr2}
Attn: {LegalDocInfo.ArchBy}, {Projects.UserText2} phone
- "Drawings/Specifications" - The drawings and specifications listed in Schedule "B" and any amendments to and interpretations of any of such drawings and specifications as may hereafter be issued by Contractor.
- "Work" - The work specified in Schedule "A" and in accordance with Schedule "B" plans and specifications, including all labor, services, supervision, scaffolding, tools, applicable permits and equipment necessary to fully perform and complete the construction required by this Subcontract and including all materials and supplies incorporated or to be incorporated in such construction.
- "Corporate Loss Control Guidelines" - The safety guidelines and regulations issued by Contractor with respect to performance of the Work, as such guidelines and regulations may be amended from time to time.

2. **PERFORMANCE OF WORK:** Subcontractor shall furnish and pay for all necessary labor, materials, services, supervision, scaffolding, tools, equipment, applicable permits and licenses, and other items necessary to fully perform and complete the Work, in cooperation with others employed by, through and/or under Contractor, in a good and workmanlike manner satisfactory to Contractor, Architect, Engineer and Owner. Subcontractor shall commence the Work on the Commencement Date and thereafter Subcontractor shall diligently prosecute the Work so as to fully complete the Work no later than the Completion Date. Time is of the essence of this Subcontract, and Subcontractor acknowledges that Contractor and Owner will suffer losses on account of Subcontractor's failure to fully complete the Work in a timely fashion in accordance with this Subcontract and Schedule "C" attached to this contract. Before proceeding with the Work, Subcontractor shall verify all dimensions and specifications applicable to the Work as set forth in the Drawings and Specifications, shall report to Contractor any errors or inconsistencies in the Drawings and Specifications and shall request in writing any clarifications of the Drawings and Specifications deemed necessary by Subcontractor in order for the Subcontractor to complete the Work in a timely manner.

Subcontractor shall perform the Work in accordance with the Drawings and Specifications. Subcontractor, within fourteen (14) days of Award of Contract or Letter of Intent, unless specified differently under Schedule "A", shall submit shop drawings and samples as required by Contractor, Architect, Engineer and Owner.

In the event that there exists a reasonable indication, in the sole judgment of Contractor, that Subcontractor will not be able to fully complete the Work by the Completion Date specified in the contract documents, Contractor may, upon three (3) days written notice to Subcontractor and without prejudice to any other remedy Contractor may have, order Subcontractor to execute the work on an overtime basis and Subcontractor shall, at the expense of Subcontractor, promptly commence and continue to perform the work on such basis to the extent necessary to cause the Work to be fully completed in a timely fashion in accordance with this Subcontract.

3. **PROGRESS PAYMENTS:** Progress Payments will be made on a monthly basis. Pursuant to its Contract, Contractor shall submit invoices for payment to the Owner on a monthly basis on the 25th day of each month and anticipates payment will be made by the Owner to Contractor within 30 days of the acceptance of each monthly invoice. Monthly Progress Payments to Subcontractor shall be based upon the timely submitted Applications for Payment submitted to Contractor and included in Contractor's invoice to the Owner. Except as provided otherwise in this agreement, Contractor shall make progress and final payments within 7 Calendar Days after receipt of payment from Owner. Within 7 Calendar Days after the receipt of payment from the Contractor, Subcontractor shall pay all of its Sub-subcontractors, material suppliers for all work or materials supplied and included in the Applicable Application for Payment. In the event that Subcontractor receives any notice or claim from its subcontractors or material suppliers alleging that such subcontractor or material supplier has not been paid for work performed or materials supplied to the Project, Subcontractor shall immediately inform Contractor and provide Contractor with a copy of the applicable notice or other documentation.
4. **APPLICATIONS FOR PAYMENT:** No later than 5 Calendar Days before the end of each month, Subcontractor shall provide Contractor with an application for payment (invoice) in form and substance acceptable to the Contractor. The amount of each Application for Payment shall be based on the value of construction put in place during the payment period as calculated from the cost estimate and proposal submitted by Subcontractor for the Project. Each application for payment shall include a certification by Subcontractor that the charges are an accurate statement of the amount earned and payable under the terms of this contract for the current payment period, and include no items for which payment has been made previously. Applications for payment shall include amounts due for changes only if approved as Change Orders or required as changes by Contractor and shall exclude any amounts which are in dispute with Sub-subcontractors or Material Suppliers.

With each Application for Payment, Subcontractor shall certify that: (1) Subcontractor has applied the proceeds of prior payments, if any, to discharge all prior mechanic's liens and materialmen's liens outstanding as of the date of application, (2) there are no mechanic's or materialmen's liens outstanding as of the date of application, (3) all due and payable bills with respect to the Work completed in the payment period have been paid to date or are included in the amount requested in the current application, and (4) except for such bills not paid, there is no known basis for filing any mechanic's or materialmen's lien on the Project. Subcontractor shall provide to Contractor (1) Conditional waivers of lien from Subcontractor, from each Material Supplier, and from each Sub-subcontractor to the Project confirming payment for all Work and materials covered by the application, and (2) Certification from each Material Supplier and Sub-subcontractor covered in a prior application for payment that previous conditional waivers of lien have become unconditional. Waivers of liens shall be in a form

4. APPLICATIONS FOR PAYMENT (continued):

satisfactory to Contractor, title insurer, and lenders. Subcontractor shall furnish any supplemental waivers of lien as may be reasonably required by Contractor, title insurer, or lenders. Conditional waivers of lien become unconditional on receipt of the payment which is requested.

With each application for payment, Subcontractor shall include the following statement: "Except as listed and attached to this certificate, Subcontractor unconditionally waives and releases Contractor of any and all claims now existing on the Project for delay, acceleration, extensions of time, Indemnity, damages or changes in the Contract Price for extra work or materials."

No application for payment shall include materials stored off-site unless: (1) Subcontractor has received written approval from Contractor to store the materials or equipment off-site in advance of delivery, (2) A certificate of insurance is furnished by Subcontractor evidencing the property in question is covered by all-risk property insurance naming the materials or equipment stored and naming Owner as an insured party, (3) Contractor is provided with a detailed inventory of the stored materials or equipment, (4) The materials or equipment are clearly marked and identified and made available for Inspection and verification during normal business hours, (5) The materials or equipment are properly and safely stored, protected from weather, damage, vandalism and theft in a Bonded warehouse or a facility otherwise approved in advance by Contractor, (6) Subcontractor provides documentation of the purchase price and that Subcontractor can pass clear title to the materials or equipment upon payment by Contractor, and (7) Subcontractor warrants that the materials and equipment shall not be moved from the approved storage location except to the Job Site.

5. WITHHOLDING OF PAYMENTS: Contractor may cause the proceeds of any payment payable hereunder to Subcontractor to be applied directly to the payment of any indebtedness owed by Subcontractor to any party who has performed Work or supplied materials or equipment used in or in connection with the performance of this Subcontract provided such work or such materials or equipment have been included in any application for payment previously paid hereunder and Subcontractor has failed to pay such party promptly after Subcontractor has received payment hereunder on account of such Work or materials or equipment. Contractor may withhold payment for charges which lack supporting information or for which there is no lien release. Contractor may withhold payment while Subcontractor is in material breach of this Contract. The check issued by Contractor to Subcontractor may include one or more Sub-subcontractors or Material Suppliers as joint payees.

6. FINAL PAYMENT: Subcontractor will submit an Application for Final Payment and will notify Contractor when the Work has been completed in compliance with the Contract Documents. When, in the opinion of Contractor, the Work has been completed, the entire unpaid balance of the contract amount is payable to Subcontractor, less the proportionate share of any Retainage withheld under the Contract between Contractor and Owner. Making of final payment constitutes waiver of all Claims by Contractor against Subcontractor, except: (1) Outstanding lien Claims or Claims for liens, (2) Claims for Defective Work specifically identified before the making of final payment, (3) Defects which result from failure by Subcontractor to perform the Work in strict accordance with the Contract Documents, (4) Any warranty or guarantee required by the Contract Documents, (5) Any Claim for which Subcontractor was specifically given notice before final payment, and (6) Any right Contractor has as a matter of Law. The acceptance of final payment by Subcontractor shall constitute a release by Contractor of known Claims against Contractor arising out of this contract except those Claims which (1) Have been made in writing and identified by Subcontractor as not having been settled at that time, or (2) Are based on fraud or misconduct by Contractor.

Contractor has no obligation to make final payment until unconditional waivers of lien in a form satisfactory to Contractor, lenders and Sureties have been received from Subcontractor, Sub-subcontractors, vendors, tradesmen, and all Material Suppliers with lien rights on the Project. Subcontractor may furnish a Bond satisfactory to Contractor in lieu of waivers of lien. Contractor has no obligation to make final payment until all Punch List items have been satisfactorily completed unless Contractor agrees to accept a certified check equal to the value of any uncompleted Work.

Application for final payment constitutes affirmation by Subcontractor that all payrolls, bills for materials, equipment charges, and other obligations of Subcontractor in connection with the Work have been paid or otherwise satisfied.

7. **RETAINAGE:** Progress payments to Subcontractor shall be reduced by the amount set out in this contract for Retainage. Except as otherwise provided in this agreement, Contractor shall retain ten percent (10%) of the total amount due on Progress Payments. Retainage shall be held to assure faithful performance of the contract and may also be used as a source of funds for amounts due to or claimed by Owner, including, but not limited to, repair of Defects, deductive Change Orders, credits, uncorrected Defective Work, interest, and damages.

Contractor shall not withhold from Subcontractor any greater proportion of payments due than Owner withholds from Contractor unless Work of Subcontractor is not in compliance with the Contract Documents, in which case, Contractor may retain additional sums to ensure satisfactory performance.

Retainage shall be released to Subcontractor upon Substantial Completion of the Project except for (1) An amount equal to 200 percent of the estimated value of any Work remaining to be completed on a Punch List developed under the terms of this contract, and (2) Any amount required to ensure compliance with Warranty provisions of this contract. Except as stated above, Contractor shall disburse the full amount of Retainage due Subcontractor within 7 Calendar Days after receipt of Retainage from Owner.

8. **PERMITS AND REGULATIONS:** Subcontractor shall give all notices required under and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of the Work and shall notify Contractor if the Drawings and Specifications are at variance therewith. Subcontractor shall pay all sales, consumer, use and other similar taxes on materials and equipment supplied under or used in connection with this subcontract, and provide evidence of such to Contractor as requested, and shall secure any pay for all permits and licenses necessary for the execution of the Work.

9. **CHANGE IN WORK:** Contractor may at any time order a change in the Work by issuing a written change order, and any increases or decreases in the Subcontract Amount on account of any change in the Work shall, at the option of Contractor, be either a lump-sum agreed upon between Contractor and Subcontractor or (i) for omitted work, the estimated value of the labor, materials and equipment omitted by Subcontractor and (ii) for additional or extra work, 110% (unless the contract between the Owner and the Contractor specifies a limitation on mark-up lower than 10% in which case the stated limits will apply) of the actual cost to Subcontractor of the labor, materials and equipment necessary to perform the additional or extra work. The Subcontract Amount shall not be increased on account of any additional or extra work or on account of any change in the Work unless such additional or extra work or such change in the Work has been authorized in writing by Contractor.

10. **SUBCONTRACTOR'S RESPONSIBILITIES:** Subcontractor shall be bound to Contractor not only by the Terms of this Subcontract but also by the terms of the contract entered into between Owner and Contractor with respect to the Project, and Subcontractor assumes toward Contractor all of the obligations and responsibilities which Contractor by such contract has assumed toward Owner insofar as such obligations and responsibilities are applicable to this Subcontract. Subcontractor acknowledges that Subcontractor has visited the Project Site, made such investigations as Subcontractor deemed necessary or desirable and is familiar with the conditions under which the Work is to be performed, including the obligations, responsibilities and schedule (Schedule "C") which Contractor has assumed toward Owner pursuant to the contract entered into between Owner and Contractor.

It is further understood that incidental or minor modifications in the work may be required due to actual job conditions, field coordination with various parties, or substitution of equal products due to availability, etc. In that event, no requests for extras will be granted for such modifications which are hereby inferred under the normal scope of work, unless a major change occurs and is recognized as such by the Owner and Construction Manager.

The subcontractor shall carefully review all areas where coordination with other parties is required and will be responsible to coordinate this work. Failure to do so in a timely manner will not relieve this Subcontractor of his responsibility to complete this project in accordance with the contract documents.

11. **CORRECTION OF WORK:** Subcontractor warrants that all materials and equipment incorporated in the Work shall be new and that all Work shall be of good quality, free from faults and defects and in conformance with the requirements of this Subcontract. Contractor shall have the right to inspect the Work and to reject portions of the Work not in accordance with the requirements of this Subcontract, and Subcontractor shall promptly replace rejected portions of the Work in a manner satisfactory to Contractor. Further, upon the receipt of written notice from Contractor, Subcontractor shall promptly repair and make good in a manner satisfactory to Contractor any defect that may appear in the Work within one year after substantial completion of the Project or within such longer period as is expressly required in the Drawings or Specifications with respect to any specific aspect of work.
12. **INDEMNIFICATION:** To the fullest extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless the Contractor, the Owner, and the Architect, and their agents and employees (the “Indemnitees”) from and against all claims, damages, losses, and expenses, including, without limitation, professional fees, attorney’s fees, court costs, expenses and disbursements related to personal injury, death or property damage (including loss of use thereof), arising out of, resulting from, connected to or relating to the performance or non-performance of the Work, including, without limitation, all claims, damages, losses, and expenses arising out of or relating to injuries to Subcontractor’s employees, and the employees of his subcontractors and suppliers, while on or about the Site and damage to physical property or arising from the loss of use of physical property, whether or not same is caused in part or in whole by a party indemnified hereunder so long as such loss or damage is caused, in whole or in any part by any act or omission on the part of the Subcontractor, its employees, officers, agents, sub-subcontractors, suppliers or anyone directly or indirectly retained, engaged or invited onto the Project site by the Subcontractor or any of the foregoing. Such obligation shall not be construed to negate, abridge, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist to any party or person described in this paragraph. The indemnification obligation of the Subcontractor under this Subsection 3 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 under Worker’s Compensation Acts, disability benefit acts or other employee benefit acts and the Subcontractor waives any defenses raised by statutory employer immunity under such acts.

The parties acknowledge and expressly agree that the indemnification contemplated hereby is intended to be a full indemnification with regard to any Indemnitee with no negligence or culpability and a partial indemnification with respect to any Indemnitee whose own actual negligence or deliberate act was a contributing cause of the underlying liability. In the case of a partial indemnification, the responsibility of the Indemnitor to indemnify an Indemnity whose negligence or deliberate act contributed to the underlying liability shall be limited to the liability, including costs, in excess of the percentage of the liability caused by the negligence or deliberate act of such Indemnitee. No negligence or action of any Indemnitees shall be attributed or imposed on any other Indemnitee.

13. **INSURANCE REQUIREMENTS:** Prior to starting the Work, the insurance herein required to be furnished shall be obtained from a responsible company or companies having an A.M. Best rating of A VII or better and authorized to do business in the State in which the Project is located, and Subcontractor shall provide copies of the policies or certificates thereof acceptable to the Contractor. The required insurance policies shall name Contractor and each of the Indemnitees as Additional Insureds (within the meaning of the most current ISO Form), on a primary basis (with Contractor’s insurance policies being excess, non-contributory and not concurrent with any other insurance available to the Additional Insureds), shall be written on an “occurrence” basis with completed operations coverage, and shall contain a provision that coverages afforded under the policies will not be cancelled or not renewed until at least thirty (30 days) prior to written notice has been given to the Contractor. Subcontractor shall, by specific endorsement to its general liability and umbrella/excess liability policies, include (i) coverage for written contractual liability covering the indemnity obligations contained in Paragraph 12 hereof and (ii) provide that defense costs are not to be construed as damages in the computation of any policy limits. Subcontractor shall maintain General Liability coverage naming the Contractor, the Owner and all other parties required by the Contract as additional insured for the duration of the Project and shall maintain completed operations coverage for itself and each additional insured until the later of three years after the completion of the Project or the expiration of the applicable Statute of Repose. Subcontractor and its insurer(s) hereby waive all rights against Contractor and other parties named as Additional Insured(s) for recovery of damages whether or not these damages are covered by the policies obtained by Subcontractor hereunder. Subcontractor shall require all of its subcontractors providing labor and materials for the Work to provide the insurance required herein, naming the Contractor, the Owner and all other parties required by the Contract as Additional

13. INSURANCE REQUIREMENTS (continued):

Insured as provided above, and shall provide copies of the policies or certificates thereof to the Contractor. The minimum insurance levels shall be as follows:

- Comprehensive General Liability: Combined limit for bodily injury, personal injury and property damage of at least \$1,000,000 per occurrence with a \$2,000,000 site/project aggregate
- Auto Liability: Covering owned, non-owned and hired automobiles used in the performance of work including Bodily Injury & Property Damage - \$1,000,000 Combined Single Limit
- Excess Umbrella Liability: \$5,000,000 per occurrence and a \$5,000,000 site/project specific aggregate
- Workmen's Compensation Including Worker's compensation, Employer's Liability in accordance with the statutory limits from time to time required under applicable state law.

14. COOPERATION AND LABOR POLICY: Subcontractor agrees to perform all of the Work on the Project with labor, materials, equipment, machinery transportation and other facilities that will work in harmony with all other trades and workers performing services on the Project and the employees of the Owner, regardless of labor affiliation. Work stoppages due to the establishment of pickets, slowdowns or any other labor job actions shall not be considered a cause for any extension of time or change order and shall not in any manner excuse the Subcontractor's obligation to proceed with the Work as described in the Contract with due diligence. Subcontractor shall properly connect and coordinate the Work with the work of other parties employed by, through or under Contractor and Owner. Subcontractor shall not, in performing this Subcontract, discriminate against any party because of race, creed, color, religion, sex or national origin.

15. WASTE REMOVAL: Subcontractor shall at all times keep the Project Site free from, and shall promptly cause to be removed from the Project Site, any accumulation of waste material or debris arising out of the operations of Subcontractor. Contractor shall provide an onsite dumpster which the Subcontractor may use for this purpose. Subcontractor use of the dumpster shall be solely for trash and debris from the operations of the Subcontractor with respect to this project and not for any other purpose. Subcontractor shall not dispose of any hazardous waste or chemicals in the dumpster. Failure to abide by the foregoing will result in direct back charge of cost from Contractor for removing Subcontractor's debris.

16. FORCE MAJEURE: If Subcontractor is delayed in the performance of the Work by any act, neglect or default of Contractor or Owner, or of any other party employed by, through or under Contractor or Owner, or by any damage caused by fire, lightning, earthquake, cyclone or other such cause completely beyond the control of Subcontractor, then the Completion Date shall be extended for a period equivalent to the time lost by reason of any such causes. Subcontractor shall not be entitled to an extension of time for any such delay unless Subcontractor gives Contractor written notice of such delay within five (5) days after the commencement of such delay.

17. CONTRACTOR'S REMEDIES: If Subcontractor fails to perform the Work diligently and properly or fails to perform any provision set forth in this Subcontract, Contractor may, upon three (3) days written notice to Subcontractor and without prejudice to any other remedy Contractor may have, make good such deficiency of Subcontractor and deduct the cost thereof from any payments then or thereafter due Subcontractor hereunder. Further, if Subcontractor fails to perform any material provision set forth in the Subcontract, Contractor may, upon three (3) days written notice to Subcontractor and without prejudice to any other remedy Contractor may have, stop the Work of Subcontractor, take possession of all materials and supplies at the Project Site owned by Subcontractor and finish the Work by whatever method Contractor may deem expedient. In the event of such stoppage of the Work, if the unpaid balance of the Subcontract Amount shall exceed the expense of completing the Work, such excess shall be paid to Subcontractor when the Work has been fully completed and accepted by Contractor, Architect, Engineer and Owner, and, if such expense shall exceed such unpaid balance, Subcontractor shall pay such difference to Contractor as and when such excess expense is incurred.

17. CONTRACTOR'S REMEDIES (continued):

In addition to the right of Contractor to stop the Work of Subcontractor for cause as set forth herein, Contractor may, upon three (3) days written notice to Subcontractor terminate this Subcontract without cause. In the event that Contractor terminates this Subcontract as set forth herein without cause, Contractor shall promptly pay to Subcontractor a reasonable portion of the Subcontract Amount, less the aggregate of all payments made hereunder by Contractor, on account of the Work performed prior to the date of such termination and Subcontractor shall, concurrently with the payment by Contractor to Subcontractor of the amount set forth hereinabove, sell, assign, transfer and otherwise set over unto Contractor any and all materials, equipment, supplies, drawings, contractual rights and other property acquired and/or produced by Subcontractor in connection with the Work.

18. SUBLETTING AND ASSIGNMENT: Subcontractor shall neither assign this Subcontract nor subcontract all or any portion of the Work without the written consent of Contractor. Further, Subcontractor shall not assign any amounts due or to become due hereunder without the written consent of Contractor.

19. APPLICABLE LAW: The terms and conditions of this Subcontract shall be construed in accordance with the laws of the state in which the Project is located.

20. SUBCONTRACT DOCUMENTS: The Subcontract Documents which form the entire contract by and between Contractor and Subcontractor consist of the Subcontract and Schedule "A", which such Schedule is annexed hereto and made a part hereof. All rights and obligations under the Subcontract Documents shall inure to and be binding upon Contractor and Subcontractor and the respective successors and assigns of Contractor and Subcontractor.

21. SALES AND USE TAX REQUIREMENTS: The Subcontractor shall pay sales, consumer, use and similar taxes for the Work provided by the Subcontractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Subcontractor must comply with all state tax laws in effect for the project location. Certain states have specific bonding and/or withholding requirements for non-resident subcontractors which must also be adhered to whenever applicable. If applicable to this contract, non-resident subcontractor information and forms are included in Schedule "D".

22. SAFETY STANDARDS: Subcontractor, in performing the Work, agrees to be solely responsible for taking all safety measures relating to his Work for the prevention of accident or injury. Subcontractor shall comply and abide by any safety rules or programs established by the Owner and/or the Contractor and communicated to the Subcontractor, including Contractor's Corporate Loss Control Guidelines which have been provided to it and shall take all necessary precautions to protect the work of others and the property of Owner from damage caused by Subcontractor's operations. Provided however, that the presence or absence of such rules or programs shall not be interpreted in any way to relieve that Subcontractor of its responsibility for the safety of the workplace and the Subcontractor shall not be entitled to seek contribution from the Contractor or the Owner based on the presence or absence of such rules or programs. Subcontractor shall, at all times, comply with all Federal, State or local statutes, laws, ordinances and regulations applicable to the Work and the operations of the Subcontractor in or related to the prosecution of the Work.

If Subcontractor fails or neglects to comply with the safety program, if any, or applicable laws, ordinances or regulations, Contractor may take whatever measures are necessary to bring Subcontractor's performance into compliance and Contractor may deduct the cost of such measures from any payments due or to become due to Subcontractor. It is further agreed that if any agent or agency assesses a fine or penalty either against Contractor, or Owner or Subcontractor because of any breach or violation by Subcontractor of the terms or provisions of said programs, or laws, ordinances or regulations, then Subcontractor agrees to respond, defend, and be responsible for all citations, assessments, fines or penalties for his failure to comply and to pay the fine or penalty which is so assessed, except that if the fine assessed by the agent or agency includes a breach or violation by Contractor, or any other subcontractor, Subcontractor agrees to pay or the portion of the fine which is allocable to the breach or violation by Subcontractor.

22. SAFETY STANDARDS (continued):

If Subcontractor fails to pay such fine which Subcontractor should have paid and Contractor pays same, the Contractor shall have the right to deduct amount(s) so paid from the Subcontract Price. Violation of the provisions set forth herein shall be grounds for the termination of this Subcontract.

Subcontractor alone shall be responsible for the acts of his employees and for the safety, efficiency and adequacy of his plant, appliances, methods and work, and for any damage or injury which may result from their failure or their improper construction, maintenance or operation, causing damages or injuries either directly or indirectly to any property or person at the jobsite or at other locations.

Where cutting, drilling or removals are required in existing walls, floors or roof construction, the Work shall be done in a manner that will safeguard and not endanger workmen or the structural integrity of the building, and shall in all cases be approved by Contractor and/or the Architect prior to the Work being performed.

During the conduct of the Work, Subcontractor must notify Contractor in writing within twenty-four (24) hours of the occurrence of an accident causing injury to the employee(s) of Subcontractor or his agents.

Subcontractor shall designate one representative who is fluent in the English language, to act as his Competent Person on the site. This person shall be Subcontractor's foreman/superintendent, unless otherwise designated to Contractor. He shall be responsible to insure that the Work is being performed in a safe manner in accordance with applicable laws and regulations. Upon request of Contractor, Subcontractor shall appoint an agent to serve as a member of a Project Safety Committee, if any.

No explosives, volatile liquids or flammable materials shall be used at the site without the express written consent of the Contractor. Storage of such materials shall be outside building structure(s) in location(s) designated by Contractor.

23. HAZARDOUS MATERIALS AND ENVIRONMENTAL MATTERS: Subcontractor shall, in performing the Work, comply with any applicable laws, ordinances, rules and regulations relating to the presence or use of hazardous substances at the Project Site and, before using in connection with the Project any material or substance included in any applicable hazardous substance list issued by a governmental agency or department having jurisdiction over the Project, Subcontractor shall furnish Contractor with a copy of the material/safety data sheet for such material or substance and shall submit to all appropriate governmental agencies or departments any information or documentation with respect to the use of such material or substance that is required by applicable laws, ordinances, rules or regulations to be so submitted.

Subcontractor shall be solely responsible for all governmental regulations pertaining to environmental matters no matter whether such laws were or were not in existence at the time of the execution of this Subcontract. He shall perform all Work consistent with safe and reasonable construction practices. Subcontractor shall employ equipment, machinery and techniques of a kind which will minimize any detrimental impact on the environment. Without limiting the generality of the foregoing, Subcontractor agrees: (i) when the use of hazardous materials is necessary, such uses shall be under the supervision of properly qualified personnel, licensed if required by law, and the storage and use of such hazardous materials shall be at locations that will not create a hazard to the environment or personnel engaged at the jobsite; (ii) unnecessary air pollution from dust, demolition, machinery exhaust and the use of sprayed-on materials shall not be allowed; (iii) that he will not carry out open burning on the construction site and; (iv) that he will remove and dispose of hazardous waste, such as friable asbestos, off site after giving notice to and observing all procedures mandated by the U.S. Environmental Protection Agency and other federal, state and local environmental authorities having jurisdiction over such matters including, without limitation, the securing of all necessary approvals and permits prescribed by such agencies or authorities. Subcontractor shall indemnify and hold harmless Contractor and the Owner from any cost, loss, damage or liability, including legal costs, resulting from Subcontractor's failure to comply with the foregoing.

IN WITNESS WHEREOF, Contractor and Subcontractor have executed this Subcontract under seal as of the day and year above written.

CONTRACTOR:

CM&B, Inc.
{Projects.ProjectExecutive}

BY: _____
Its
Hereunto duly authorized

{(ToCompany.Name) ">"}

BY: _____
Its
Hereunto duly authorized

NOTE: Execution of Contract by Subcontractor will be complete ONLY with Signature of attached "Acknowledgement of Receipt Form" (see last page).

SCHEDULE "A" - SCOPE OF WORK

The work under this agreement includes but is not necessarily limited to the following Scope of Work (Note: All work obviously a part of this system, but not specifically mentioned, shall also be included):

Provide all Labor, Materials, Supervision, Tools, Equipment, Staging and Rigging to complete the {Contracts.Description} Scope of Work in strict accordance with referenced drawings and specifications prepared by {LegalDocInfo.ArchName}, listed within this Subcontract.

- Subcontractor’s Experience Modification Rate. **PLEASE PROVIDE**
- City of _____ Business License Number. **PLEASE PROVIDE**
- State of _____ Contractor’s License Number. **PLEASE PROVIDE**
- Subcontract Cost Breakdown
 - o Base Contract Price \$ _____
 - o Labor breakdown \$ _____
 - o Material breakdown \$ _____
 - o Equipment/Rentals \$ _____
 - o Taxes \$ _____
- Labor rates to apply in the event of changes:
 - o Standard time (Monday – Friday) **PLEASE PROVIDE**
 - o Overtime (Monday – Friday other than standard time) **PLEASE PROVIDE**
 - o Overtime (Saturdays) **PLEASE PROVIDE**
 - o Sundays/Holidays **PLEASE PROVIDE**

{Contracts.ScopeOfWork}

General Scope Items

The following items are to be submitted to CM&B prior to start of work:

- Prior to commencement of the work, Subcontractor shall provide CM&B with a list (Form 4) of all material suppliers and sub-subcontractors to be used on the project.
- Meet CM&B insurance requirements.
 - o ***PROVIDE CERTIFICATE OF INSURANCE PRIOR TO START OF WORK AND/OR DELIVERY OF PURCHASED MATERIALS.***
 - o CM&B, Inc., project owner, and all other required parties must be named as additional insured.
- All submittals are required within the specified days, not to exceed 10, following award of this subcontract/purchase order.
 - o In order to expedite the submittal process, please follow the procedures below when transmitting your submittals in for approval.
 - Each submittal to be sent via email.
 - Include the specification section number (matching specification book) along with description of each item(s).

- Each submittal file name must match the submittal description. Prepare separate files if there are multiple items submitted.
- Meet all licensing and licensing fees required of the City / Town and State in which this project is located.
 - ***COPY OF LICENSE TO BE PROVIDED TO CM&B PROJECT SUPERINTENDENT PRIOR TO START OF WORK.***
- All permits and permit fees required for performance of this scope of work.
 - ***COPY OF PERMIT TO BE PROVIDED TO CM&B PROJECT SUPERINTENDENT PRIOR TO START OF WORK.***
- Written safety manual and applicable SDS information to be provided to CM&B project superintendent prior to start of work and/or delivery of materials.
 - Refer to the “Subcontractor Safety Manual Guidelines” (CM&B Form 7) listed in Schedule D on the Acknowledgment of Receipt page of this subcontract/purchase order.

Safety Related Requirements:

- Subcontractor is responsible for providing all information in writing to CM&B prior to acceptance of project award, of any current, pending, or previous agreements with OSHA requiring this subcontractor to report and record with OSHA all job site activities and locations. Full disclosure of the incident (s), resulting injuries and final fines are required to be detailed in the information provided.
- Provide OSHA required Competent Person on site at all time that work of this subcontract is in progress – trained, experienced, and authorized to recognize and promptly control health and safety hazards.
- Provide all safety certifications relevant to tools and equipment as required by OSHA.
- CM&B Safety Policy:
 - ***A SAFETY VIOLATION POLICY IS IN EFFECT ON THIS PROJECT. ANY VIOLATION OF OSHA SAFETY REQUIREMENTS IS SUBJECT TO THE FOLLOWING ACTIONS:***
 - ❖ ***FIRST VIOLATION – VERBAL NOTICE. EMPLOYEE RETRAINING REQUIRED.***
 - ❖ ***SECOND VIOLATION – WRITTEN NOTICE. EMPLOYEE RETRAINING REQUIRED.***
 - ❖ ***THIRD VIOLATION – EMPLOYEE PERMANENTLY REMOVED FROM SITE.***
 - ***HARDHATS, SHIRTS, LONG PANTS AND OSHA APPROVED FOOTWEAR ARE REQUIRED BY ALL CONSTRUCTION PERSONNEL THROUGH PROJECT COMPLETION.***
 - ***ALL SUBCONTRACTORS ARE REQUIRED TO HOLD WEEKLY EMPLOYEE SAFETY MEETINGS (“TOOL BOX TALKS”). FOREMAN MUST SUBMIT A COPY OF TOPIC DISCUSSED, WITH SIGNATURES OF EMPLOYEES IN ATTENDANCE, TO CM&B SUPERINTENDENT BY FRIDAY, 12:00 NOON EACH WEEK.***
 - ***INJURY, ACCIDENT, DAMAGE, THEFT OR ANY OTHER INCIDENT MUST BE REPORTED IMMEDIATELY TO CM&B SUPERINTENDENT.***
- CM&B enforces a cord inspection program on all projects. The Foreman for each subcontracted company is responsible for inspecting all electrical cords for damage for the duration of the project. Each cord that is inspected and deemed a good cord needs to be wrapped with a small strip of colored electrical tape at the end of the cord. The specific color for each week will be identified each week by CM&B superintendent, posted on the site safety board, and listed in the weekly meeting minutes. All cords should also be identified as to its owner. Any damaged cords should be removed from the site immediately.

- Any subcontractor found with a bad cord that has not been inspected and color coded is subject to a fine from CM&B based on the following schedule.

Fines will be progressive:
1st Offense: \$125 Fine
2nd Offense: \$250 Fine
3rd Offense: \$500 Fine

- Fines will continue to double with each offense. The superintendent has the option of requesting repeat offenders to leave the jobsite permanently. The subcontractor's home office will be notified of violation and subsequent fine.

Operations Related Requirements:

- All mobilizations as required for performance of this scope of work.
- Provide full time on-site supervision at all times that work of this subcontract/purchase order is being performed. Supervision shall remain consistent (by same individual) from project start through project completion. At all times the supervision provided must be fully capable of communicating in the English language.
- Meet requirements of the City / Town and State in which this project is located.
- Subcontractor company signs are not allowed to be posted in any location on the project.
- All trucking, cranes, man lifts, unloading, hoisting and rigging as required for performance of this scope of work.
 - ***ALL EQUIPMENT OPERATORS ARE REQUIRED TO PROVIDE COPIES OF THE PROPER LICENSING TO CM&B PROJECT SUPERINTENDENT PRIOR TO OPERATION OF EQUIPMENT.***
- All concrete core drilling required for performance of this scope of work.
- All fire stopping of wall, ceiling, and floor penetrations of this Subcontractor's scope as required at rated assemblies. Comply with UL assembly ratings at all times.
- Sealing of all openings/penetrations of this scope of work is the responsibility of this Subcontractor.
- All cutting and patching required for performance of this scope of work.
 - ***PROVIDE ADEQUATE FIRE PROTECTION PROCEDURES DURING THE USE OF CUTTING TORCHES, WELDING EQUIPMENT, PLUMBERS TORCHES AND OTHER FLAME AND SPARK PRODUCING APPARATUS AND COMPLY WITH PROJECT SPECIFIC, TOWN / CITY REQUIREMENTS AND CURRENT NFPA STANDARDS.***
- All supports and bracing required for installation of this scope of work (i.e. unistrut systems, threaded rod assemblies, support angles, seismic bracing, etc.).
- All layout as required for work of this subcontract from established dimensional control.
- Daily clean-up of all excess material and debris to CM&B dumpster.
 - ***SUBCONTRACTOR MAY BE ASSESSED COSTS FOR REIMBURSEMENT OF LABOR EXPENSES FOR FAILURE TO CLEAN UP DAILY PER THE TERMS OF THIS SUBCONTRACT.***
 - ***THE RESPONSIBILITY FOR SEGREGATION OF DEBRIS MATERIALS ON PROJECTS THAT HAVE SEGREGATION PROGRAMS IS THE RESPONSIBILITY OF THE SUBCONTRACTOR.***

- ***IF YOUR SCOPE OF WORK INVOLVES DEBRIS SEGREGATION REPORTING, YOU ARE REQUIRED TO SUBMIT THE RESPECTIVE DOCUMENTATION.***
- Construction coordination with all other trades, including attendance at required meetings. Attendance is required when working at this site, when within one week of start / restart and one week following completion of this scope of work. Attendees must be knowledgeable of the project and authorized to make decisions on behalf of this Subcontractor.
 - ***A \$250 PENALTY MAY BE ASSESSED FOR FAILURE TO ATTEND REQUIRED MEETINGS PER THE TERMS OF THIS SUBCONTRACT.***
- Coordination of all M/E/P systems with:
 - M/E/P systems
 - Building structure.
 - M/E/P coordination with Reflected Ceiling Plan. **Light fixture locations shall govern in all cases.**
 - ***ATTENDANCE AT M/E/P OVERHEAD COORDINATION MEETING IS REQUIRED FOR ALL MEP TRADES AND SELECTED OTHER TRADES.***
- Cooperation with all required inspections and tests required for this scope of work.
- Comply with all project documents.
- Each subcontractor is responsible for storage trailers for the materials and equipment that are stored on site. Each subcontractor that needs on site storage trailers is required to review with the CM&B project superintendent for the availability of space, delivery coordination and duration of storage trailer on site. Limited space is available. Your cooperation is required to minimize the amount of stored materials.
- Comply with CM&B short interval and overall schedule requirements.
- Coordination of all deliveries and site construction activities with CM&B Superintendent.
- Subcontractor is responsible for receipt and handling of all equipment and materials for this trade that are owner supplied. Upon receipt of said materials and equipment it is the subcontractor's responsibility to properly handle, inspect, account, and protect from damage.
- All work to be performed during designated CM&B work hours.
 - Standard days and hours of work: Monday through Friday, 7:00 a.m. to 3:30 p.m. minimum and Saturdays based on specific project requirements.
 - Additional days and hours of work as required to accomplish interim schedule milestones and scheduled project completion.
- Exposed concrete slab is a finished product.
 - All man lifts used in finished building areas must have non-marking wheels.
 - All man lift decks must be swept off and kept free of debris (screws, etc.) at all times.
 - All man lifts must be diapered.
 - All battery operated lifts must be inspected continuously for acid leaks. Any equipment leaking acid must be immediately and permanently removed from the site.

- “Administrative Requirements For Construction Personnel” apply to all working at this site. These items are as follows:
 - o No smoking inside building. A specific smoking area will be designated by CM&B Superintendent.
 - o Parking by construction personnel shall be in designated areas only.
 - o Use of audio equipment inside the building is prohibited.
 - o Use of audio head phones is prohibited.
 - o Local, State and Federal Health and Safety regulations must be observed at all times.
 - o Harassment of any nature will not be tolerated.

Contract Administration Related Items:

- CM&B at its sole discretion shall have the right to joint check Subcontractor’s suppliers and or sub-subcontractors.
- AIA requisition format is required, along with detailed schedule of values breakdown.
- All monthly invoices are due to CM&B on or before the 25th of each month.
 - o ***INVOICES RECEIVED AFTER THE 25TH OF THE MONTH WILL BE PAYABLE IN THE SUBSEQUENT BILLING CYCLE.***
- Billing for materials / equipment stored offsite is not allowed. Subcontractor is only allowed to requisition for materials / equipment after the material / equipment has been delivered.
- Subcontractor/Vendor acknowledges that as a condition to receiving progress and final payments, the Subcontractor/Vendor shall provide to CM&B signed and duly notarized progress and final lien waivers.
- Subcontractor is responsible for all applicable state taxes. All subcontractors performing work outside of their registered state must supply non-resident tax certificates immediately upon award.
- Mark-up to apply in the event of changes: Cost plus 10% for overhead and profit.
 - o ***NOTE: ANY TIME AND MATERIAL OR SUBSTANTIATED BILLING FOR THIS PROJECT MUST INCLUDE FULL BREAKDOWN OF ALL LABOR AND MATERIALS WITH DAILY WORK SLIPS SIGNED BY CM&B PROJECT SUPERINTENDENT.***

Project Closeout Related Items:

- As-Built record drawings, maintenance manuals and all other required closeout documentation is due to CM&B within 14 calendar days of completion of work of this subcontract/purchase order.
 - o ***RECORD DRAWINGS MUST BE REVIEWED MONTHLY WITH CM&B PROJECT SUPERINTENDENT.***
- Provide all closeout information in electronic format (PDF) in strict accordance with the project specifications and CM&B’s project specific closeout requirements within the requested time frame.
- Provide minimum one-year material and labor warranty from date of final project completion. Refer to project specifications for any and all other warranties required.

SCHEDULE "B" – DRAWINGS AND SPECIFICATIONS RIDER

See Attached Drawing Rider Dated {Contracts.ActualFinalComplDate}

SCHEDULE "C" - JOB SCHEDULE

See Attached Project Schedule Dated {Contracts.ActualSubstComplDate}

ACKNOWLEDGMENT OF RECEIPT

The items listed below are an integral part of this Subcontract. Subcontractor acknowledges **by signing below** that he has received complete copies of each, has read them, and is now familiar with the provisions and procedures therein contained. All of the contents of this package have important legal consequences; therefore, a careful review and consultation with an attorney is encouraged.

- 1. Subcontract – 9 Pages
- 2. Schedule A – Scope of Work - # of Pages
- 3. Schedule B – Drawing and Specification Rider - N/A or Attached
- 4. Schedule C – Job Schedule – N/A or Attached
- 5. Schedule D – Forms / Guidelines

CM&B Form 1 – Conditional Lien Waiver

CM&B Form 2 – Application for Payment Checklist, G702 & G703

CM&B Form 3A – General Insurance Requirements with Sample Insurance Certificate

CM&B Form 3B – Project-Specific Additional Insured List

CM&B Form 4 – Subcontractor Supplier List

CM&B Form 5 – Out-of-State Contractor Requirements - N/A

CM&B Form 6 – Final Accounting Reconciliation

CM&B Form 7 – Subcontractor Safety Manual Guidelines

Subcontractor acknowledges receipt of the above by signing below:

Company Name

Authorized Signature