

SUBCONTRACT AGREEMENT

Date: 1/20/2016

Subcontract No.:

To: 480 Group Concrete

Perform Work at: Firestone

Mentor, OH

Attn: Group Member

Phone: 812-555-7495

Email: 480 Group ___ Concrete@wa480 Group ___ Concrete.com

Attn: Brent MacDonald

Phone: 812-555-2184

Email: rem@ISU CMdev.com

Contract Dollar Value: :	Job No. 15-006 Trade Item: Concrete Vendor # 15-006-011	MINIMUM INSURANCE (See Article 10)
Subject to retainage of: 10%		

Furnish all labor, materials, equipment, accessories, tools, supervision and insurance as required to provide and fully complete all work Concrete ("Work") for the above-referenced Project in strict accordance with the Contract Documents as further described herein. This Work is to be performed including all applicable taxes of **Two Hundred Sixty Four Thousand Three Hundred Dollars (\$264,300.00)** ("Subcontract Price").

This Subcontract Agreement must be signed and received in addition to submitting an acceptable Certificate of Insurance through MyCOI prior to working on site. This information must be submitted before any payouts or accounting functions may proceed.

The Owner for this Project is **Firestone Mentor, OH, L.P.** ("Owner")

A COPY OF SUBCONTRACTOR'S UP-TO-DATE INSURANCE CERTIFICATE MUST BE ON FILE WITH **MYCOI** AS WELL AS WITH ISU CM'S SUPERINTENDENT AT THE JOB SITE BEFORE WORK CAN BE STARTED. PLEASE SEE ARTICLE 10 FOR FURTHER INSTRUCTIONS.

SUBMIT BILLS BY THE 25th OF EACH MONTH. (SEE BILLING PROCEDURES FORM)

Contract Documents applicable to this Subcontract Agreement (Articles 1 through 44 inclusive) are as follows:

- ISU CM's Billing Procedures form
- Partial and Final Waiver forms
- Contract Packet

Subcontractor agrees that the subject matter of this Subcontract is confidential in nature and that Subcontractor will not provide any third party with any information contained herein without the prior written consent of ISU CM Construction, LLC.

TERMS AND CONDITIONS ACCEPTED:

480 Group ___ Concrete

ISU CM

By: _____

Printed: _____

Title: _____

Date: _____

Brent MacDonald

Title: _____

Date: _____

Original: Project Manager / Subcontractor / Project Accountant

cc: Jobsite / Project Accountant / Follow-Up File

SUBCONTRACTOR OBLIGATIONS

By executing and returning the attached acceptance copy of this Subcontract, or if the acceptance copy is not executed and returned, by partial or complete performance under this Subcontract Agreement ("Subcontract" or "Agreement"), you, as Subcontractor, agree with ISU CM Construction, LLC ("ISU CM"), as follows:

1. Contract Documents

This Subcontract Agreement as defined on page 1 includes, but is not limited to, the Agreement between ISU CM and Owner ("Owner Agreement"), all addenda, modifications, revisions, Drawings, Specifications, details, all general, technical and supplementary conditions and any Project Labor Agreement for the Project to which Subcontractor is a party. For the purposes of this Subcontract Agreement, the Subcontractor is obligated to ISU CM as ISU CM is obligated to the Owner under the Contract Documents. The Owner is a third party beneficiary to this Subcontract. Subcontractor also agrees to similarly bind its sub-subcontractors. Subcontractor shall have the same rights against ISU CM that ISU CM has against the Owner. In case of conflict between the Contract Documents and this Subcontract Agreement, the more stringent term or the highest quality materials shall be required.

2. Incomplete Details

The work to be performed by the Subcontractor ("Work") includes that work specifically set forth in this Subcontract Agreement, as well as any and all other work reasonably inferable from the Contract Documents to include work which is necessary to have a properly working and totally acceptable Scope of Work for this Subcontract Agreement. The Subcontractor shall take all field measurements necessary to perform its work. ISU CM makes no warranty, either expressed or implied, as to the sufficiency of the Construction Documents furnished by the Owner. The Subcontractor shall furnish all required samples and shop drawings in order to insure that the Subcontractor's Scope of Work is complete in every detail and free from any gaps, duplications, or omissions.

3. Examination of Site

Subcontractor warrants that it has visited and examined the Project site and further that it shall make no claim for extra work on account of existing exposed site conditions.

4. Permits and Licenses

In performing the Work, Subcontractor shall comply with all laws and ordinances, give authorities timely and proper notices, secure and pay for all necessary permits, licenses, inspections, tests and bonds required for the Work performed under the Subcontract. The general building permit will be obtained and paid for by others.

5. Payment and Performance Bonds

Subcontractor warrants to ISU CM that it currently has, and will maintain for the life of the Project, sufficient bonding capacity from a surety company acceptable to ISU CM. If included as part of the Bid Instructions, or upon reasonable written notice prior to the start of the Work or thereafter if required by amendment to this Subcontract Agreement, Subcontractor shall furnish to ISU CM a One Hundred Percent (100%) payment and performance bond, provided the premium costs are included in the Subcontract Price or within a Change Order.

6. Taxes

Subcontractor shall pay all sales taxes, use taxes, occupation taxes, excise taxes, FICA taxes, unemployment taxes and any other tax or levy applicable to this Subcontract Agreement.

7. Liens/Bonds

In the event that ISU CM receives a notice or claim of lien from a sub-subcontractor or a material supplier of Subcontractor, ISU CM shall have the right to require the Subcontractor to bond over the lien in an amount of One Hundred Fifty Percent (150%) of the

claim. Should Subcontractor not be justified in refusing to pay the claim, after three (3) business days' written notice to Subcontractor, ISU CM shall have the right to pay a sum sufficient to discharge such lien or obligation and charge the same against any amount owed Subcontractor. ISU CM shall also have the right to require the Subcontractor to furnish and pay for a lien release bond in an amount not less than One Hundred Fifty Percent (150%) of (a) the sum of any final lien waivers the Subcontractor fails to provide or (b) the amount of any lien claims. Provided payment is made for Work properly performed, Subcontractor agrees to defend, hold harmless and indemnify ISU CM and Owner against all loss, damages, judgments and expenses (including reasonable attorneys' fees) which ISU CM or Owner may sustain in connection with any lien or claim.

8. Payments

ISU CM does not financially guarantee the Owner's ability to fund the Project cost. In the event of Owner's insolvency or willful refusal to pay ISU CM, and notwithstanding anything to the contrary in the Owner Agreement, it is an express condition of this Subcontract Agreement that ISU CM's obligation to pay Subcontractor is contingent upon receipt of payment from Owner for Subcontractor's Work. Owner's withholding of a ISU CM payment, due to an alleged failure by ISU CM to perform any of its obligations unrelated to this Subcontract Agreement, will not excuse payment to Subcontractor according to the terms of this Subcontract Agreement. Retainage shall be held by ISU CM as provided in the Owner Agreement, or as deemed necessary by ISU CM until any failure of performance is corrected and Subcontractor is in compliance with this Subcontract Agreement.

In the event of Owner's nonpayment, nothing contained in this Agreement shall be construed as a waiver or impairment of Subcontractor's mechanic lien rights.

Unless expressly made a part of the Scope of Work for this Agreement, the cost of construction work completed does not include materials or equipment stored off the site.

All billings to the General Contractor for materials delivered or Work completed will be done per the ISU CM billing procedures ("Accounting Package"), which are further described within Article 0. All amounts to be billed must be approved before billings are submitted. Payments received from Owner shall be held for Subcontractor's account and promptly disbursed according to the terms of this Subcontract Agreement.

In accordance with the terms of the Agreement between the Owner and ISU CM, ISU CM or the Owner shall have the right to audit Subcontractor's performance and billing of the Work.

9. Indemnification

To the fullest extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless ISU CM, the Owner, Architect and others required in the Contract Documents and their agents, invitees and other employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees ("Claims"), arising out of or resulting from Subcontractor's performance of or failure to perform its obligations under this Subcontract Agreement and extend to consequential Claims for defective workmanship or materials, provided that such Claim, is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, but only to the extent caused by negligent acts or omissions of the Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. This indemnification shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under Workers' Compensation Acts, disability

benefit acts or other employee benefit acts and shall survive Completion and final payment of this Subcontract.

10. **Insurance**

Subcontractor shall maintain, during the progress of the Work and throughout the warranty period, insurance written by insurance companies acceptable to ISU CM with the minimum limits and coverage as shown below or, if higher, the requirements set forth in the Contract Documents:

- A. WORKER'S COMPENSATION including Occupational Disease insurance meeting the statutory requirements of the State in which Work is to be performed and containing Employers' Liability insurance in an amount of at least \$500,000. Include waiver of subrogation as noted in 10(J).
- B. COMMERCIAL GENERAL LIABILITY insurance on an occurrence basis providing limits for Bodily Injury and Personal Injury including its own employees of \$1,000,000 each occurrence and Property Damage of \$1,000,000 each occurrence. \$2,000,000 General Aggregate, \$2,000,000 Products / Completed Operations Aggregate including per project and per location Aggregate Endorsement. The policy must include the parties listed in Article 43 as ADDITIONAL INSUREDS, on an ISO Additional Insured Endorsement (CG20 10 1985 or 2001 edition or equivalent to) covering ongoing and completed operations. Include waiver of subrogation as noted in 10(J).

Subcontractor must provide Premises-Operations, Elevators, Independent Contractors, Broad Form Property Damage, Contractual Liability, and Products & Completed Operations coverages which shall be maintained in force for a period of two (2) years after Substantial Completion of the Project or for such longer period of time as is described in the Contract Documents. Any XCU Exclusions must be deleted to operations performed by the Subcontractor. Subcontractor's insurance will be Primary and Non-Contributory to any insurance carried by any of the ADDITIONAL INSUREDS. In addition, Subcontractor shall maintain an **umbrella** liability policy providing the same coverage and with the same ADDITIONAL INSUREDS as the basic policy in the amount of \$1,000,000 for all trades except the trades listed below, which require \$5,000,000:

Concrete and/or Precast Concrete	Plumbing
Curtainwall	Steel
Electrical	Elevator
HVAC	Demolition

- C. ADDITIONAL INSUREDS: Subcontractor's Certificate of Insurance must name the companies listed in Article 43 as ADDITIONAL INSUREDS.
- D. COMPREHENSIVE AUTOMOBILE LIABILITY on an occurrence basis covering all Owned, Non-Owned and Hired Vehicles providing limits of liability equal to those in 10(B), above. Include waiver of subrogation as noted in 10(J).
- E. **A Certificate of Insurance must be submitted and be on file with ISU CM Construction. A registration must also be completed with our insurance tracking company myCOI. You will receive an email asking you to complete this registration request. Once the registration is completed for myCOI they will reach out to your insurance agent to collect a certificate of insurance. Please make sure we have an accurate email address on file for you so this registration can be completed. A COMPLIANT Certificate of Insurance or an approved form, and an endorsement/s if required by ISU CM, must be on file with myCOI PRIOR TO THE COMMENCEMENT OF ANY WORK.**
- F. Equivalent insurance coverage must be obtained from each sub-subcontractor or supplier, if any, before permitting them on the Project site. Otherwise, protection of such parties must be included within Subcontractor's insurance policies.
- G. ISU CM may furnish, erect or provide equipment, appurtenances and devices, motorized or otherwise, for its use to complete its Contract with the Owner. Should the Subcontractor use such items, the Subcontractor agrees to

insure against claims of injury or damage caused by such items while in Subcontractor's care, custody or control by naming ISU CM as an insured party. Liability limits shall be the same as in 10(B), above. Physical Damage insurance against damage to the items themselves shall be on a "Replacement Cost" basis.

- H. Subcontractor will be responsible for any deductible under its insurance policies.
- I. It is understood and agreed that ISU CM shall withhold payments to the Subcontractor until a properly executed Certificate of Insurance and endorsement providing insurance as required herein, accompanied by a signed Subcontract Agreement, are received by ISU CM. The failure of ISU CM to withhold such payments or obtain the required Certificate or endorsement shall not be deemed to be a waiver of Subcontractor's obligation to provide the insurance required under the Subcontract Agreement.
- J. Subcontractor hereby waives any rights of subrogation against ISU CM, the Owner, the Architect, and any other ADDITIONAL INSUREDS as required by the Owner Agreement or the Invitation to Bid. The insurance policies specified within this Article 10 require an endorsement to provide for continued coverage where there is a waiver of subrogation; the Subcontractor will cause them to be so enclosed.

11. **Safety Regulations**

A ISU CM representative is required to be on site any time Work is being performed by Subcontractor. The Subcontractor, its agents, employees, material men and sub-subcontractors will comply with all laws and ordinances and will perform all work on the Project in a safe and responsible manner. In particular, Subcontractor shall, at its own expense, conform to the safety policies and regulations established by ISU CM as listed within this Subcontract Agreement and the "Subcontractor Safety Handbook", and shall comply with all specific safety requirements promulgated by any government authority, including, without limitation, the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969 and all standards and regulations which have been or shall be promulgated by the parties or agencies which administer the Acts. Subcontractor shall comply with said requirements, standards and regulations and require and be directly responsible for compliance therewith on the part of its agents, employees, materialmen and subcontractors, and shall directly receive, respond to, defend and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its failure on the part of its agents, employees, material men or subcontractors to so comply.

- A. The Subcontractor must develop a pre-job safety plan utilizing a Project Specific Safety Plan template provided by ISU CM outlining any hazards and the procedures it will use to eliminate those hazards. Subcontractor will review its plan with ISU CM's field supervisory personnel and crews. This plan is to be submitted to the ISU CM Superintendent at least two (2) weeks prior to commencing the Work.
- B. The Subcontractor's field personnel assigned to this Project, including subs of the Subcontractor, will abide by the ISU CM **Drug & Alcohol Policy** as further detailed in the Subcontractor Safety Handbook. In addition, Subcontractor will commit to no drug or alcohol use by its employees over the lunch period or any other break time. Subcontractor agrees to remove from the jobsite any of its employees or sub-subcontractor employees who violate this policy.
- C. Subcontractor shall report immediately to ISU CM any injuries suffered by its employees or any injuries to other persons or property damage arising out of its operation. ISU CM shall be furnished two (2) copies of the written accident report within four (4) hours of the injury or damage.
- D. Subcontractor will equip its personnel with all necessary personal protective equipment required by law or ISU CM. This includes, but is not limited to, hard hats, eye protection, foot and hand protection, ear protection, high visibility clothing, fall protection and respiratory protection.

- E. Subcontractor will protect all of its employees when using electric power equipment by providing Ground Fault Circuit Interrupters **at all times**. As supplemental protection, the Assured Equipment Grounding Program may be implemented. As stated in the Subcontractor Safety Handbook, all branch circuit conductors shall be permitted only within cable assemblies or be multi-conductor cord or cable of a type identified for *hard usage* or *extra hard usage*. NEC Table 400-4 lists "hard" and "extra hard" usage wire types.
- F. All of the Subcontractor's scaffolds and ladders shall be in compliance with all required safety regulations and manufacturers' requirements.
- G. Subcontractor will comply with all applicable standards contained within OSHA's Construction Industry Regulations, Subpart M. With regard to steel erection and decking, Subcontractor and its employees shall comply with **specific fall protection guidelines** as contained within the Project Specific Safety Plan and within the Instructions to Bidders. In addition, those Subcontractors engaged in the steel erection process will comply with all requirements of the revised Subpart R Standard, except where the requirements of the Project Specific Safety Plan are more stringent. In such cases, the Subcontractor will abide by the stricter standard.
- H. Subcontractor agrees to require all of its employees and sub-subcontractor's employees to abide by OSHA regulations and ISU CM's Subcontractor Safety Handbook on all ISU CM Projects. Subcontractor shall provide training to all of its employees with regard to the possible hazards associated with the tasks each employee performs and each employee must know and understand all of these safety regulations. Prior to entering the ISU CM jobsite, ALL PERSONS performing Work must attend the ISU CM jobsite safety orientation training.
- I. Subcontractor's employees are required to attend ISU CM's Jobsite Orientation prior to beginning Work on the site. Subcontractor shall coordinate and schedule the orientation with ISU CM's Superintendent in a timely manner for all personnel for this Project. This mandatory orientation consists of a general safety orientation and a Project-specific orientation for each person entering a ISU CM jobsite.
- J. Subcontractor shall ensure that its jobsite supervisor has completed the 10-hour OSHA Construction Safety Course and Subcontractor shall provide ISU CM with certification of such training prior to the start of its Work..
- K. Subcontractor will hold weekly Tool Box Safety Meetings, led by its jobsite supervisor. Minutes of the Tool Box Safety Meetings, as well as a signature sheet of all attendees, are to be turned in to the ISU CM jobsite Superintendent weekly.
- L. Subcontractor must provide first aid equipment to be made accessible to its employees.
- M. Subcontractor agrees to submit all necessary Material Safety Data Sheets, MSDS-OSHA Form 20, or equivalent for all hazardous substances introduced on the job site and shall inform ISU CM's office prior to its introduction to the jobsite. Subcontractor must be in compliance with the OSHA Hazard Communication Standard 1926.59. It is imperative that the Material Safety Data Sheets be on file in ISU CM's office prior to Subcontractor's starting work on the site.
- N. Subcontractor must provide any Non-English speaking employee or other personnel a translation of ISU CM's Safety Orientation and Site Specific Safety Plan. The translation must be an accurate translation of said material. The language translation must be given to the employee or other personnel before he or she signs the safety orientation or Site Specific Safety Plan. It is never sufficient, and will be deemed a breach of this Subcontract Agreement, if the Subcontractor gives the Non-English speaking person(s) translation after he or she signs either safety document.

12. Price Escalation

This Contract includes any and all price escalation throughout the duration of the Project.

13. Time

TIME IS OF THE ESSENCE OF THIS SUBCONTRACT!

Subcontractor shall supply a sufficient number of competent workers and shall cooperate with ISU CM and other Subcontractors in the scheduling and performance of its Work. Subcontractor shall commence its Work upon notification from ISU CM and will proceed towards completion in accordance with the Project Schedule as described in Exhibit B established by ISU CM, which may be adjusted from time to time to allow for proper coordination of all trades' work. Should Subcontractor fail to pursue or complete its Work in accordance with the Schedule established by ISU CM, it hereby agrees to indemnify ISU CM for any loss or damages caused by such delay.

Extensions of time for delays not caused by the Subcontractor or not within the Subcontractor's control shall be strictly governed by the terms of the Contract Documents. Subcontractor must give ISU CM notice of any potential delay within three (3) days, or as otherwise stipulated within the Contract Documents, after such occurrence with an estimate of the additional time needed to overcome the delay. In no event will Subcontractor be entitled to any consideration for delays if it fails to give ISU CM written notice of the delay and such potential claims shall be deemed waived. Anything in the Contract Documents or this Subcontract Agreement to the contrary notwithstanding, an extension of time hereunder shall be Subcontractor's exclusive remedy in the event of a delay, no matter how or by whom caused and Subcontractor specifically waives any right it may otherwise have to an increase in Subcontract Price or damages because of any delays. However, should Owner pay ISU CM for any excusable delays to Subcontractor's Work, ISU CM will adjust this Subcontract Price accordingly.

14. Schedule/Coordination/Labor Harmony

Subcontractor is obligated to perform Work in accordance with the schedule as follows:

- A. Subcontractor is required to prepare its detailed schedule within the scope of the preliminary Master Schedule so as not to impede the stated Project completion time.
- B. Subcontractor's assistance and input, with detailed breakdown of work items and duration for each, is required to develop an agreeable and accurate final Master Schedule. Subcontractor shall submit a statement outlining start date(s), completion date and estimated times for delivery of the major components of its Work. Schedules shall be in the form of a bar chart and indicate durations in weeks. The schedule shall indicate, in detail, the status and progress of shop drawings and submittals, fabrications, delivery and installation start/complete dates for various stages of Work. Subcontractor shall provide a detailed schedule five (5) business days after Subcontract is awarded.
- C. Subcontractor shall cooperate and coordinate its Work with all other contractors and furnish them all details and information required for proper coordination of Work.
- D. Subcontractor shall designate a single representative assigned to the Project who will be responsible for attending meetings, monitoring schedules and coordinating all activities. Subcontractor's representative shall have the authority to commit the Subcontractor to solutions and/or actions as agreed in these meetings.
- E. Regularly scheduled progress meetings shall be held bi-weekly, unless otherwise scheduled. It will be the responsibility of each Subcontractor to attend these meetings to determine the status of the Project and to report on the status of its Work.
- F. It is expressly understood that scheduling requirements may require temporary omissions and out of sequence work as designated by ISU CM's Superintendent. All "come back"

work required for this or other out of sequence work, including re-mobilization, shall be completed on a timely basis at no additional cost to ISU CM.

G. The Subcontractor shall (and shall expressly require in writing any of its sub-subcontractors to) employ only field labor and tradesmen to perform work on the site whose presence on the job will not result in strikes, work stoppages, picketing, or other labor disputes with any other field labor and tradesmen present on the Project site. The Subcontractor shall manage its work force so as to avoid labor disputes with its own or other trades on the job, and shall keep current in the payment of all wages and benefits required to be paid to or on behalf of its employees working on the job under any collective bargaining agreements or trust agreements to which it is signatory. The diligent progress of the Work is of the essence and Subcontractor's violation of this clause shall be a material breach of this Agreement.

15. **Overtime**

When ordered in writing by ISU CM, Subcontractor shall perform base Subcontract Work during overtime hours. In the event overtime work is required because of Subcontractor's own delays to the Project Schedule, i.e. insufficient manpower, submitting shop drawings and other submittals too late for approval per the Project Schedule, no additional compensation will be granted. In the event overtime is required because of delays of others, Subcontractor shall be compensated for the net increased labor costs only.

16. **Shop Drawings and Submittals**

Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the work or in the activities of ISU CM or other subcontractors.

17. **Performance/Assignment/Amendments**

ISU CM's failure to require strict performance of any provision of this Subcontract shall not constitute a waiver of its right to require strict performance in the future. Subcontractor shall not assign this Subcontract without the prior written permission of ISU CM. Any Assignment for the benefit of Creditors, of Accounts, of Receivables or of any Monies due under this Subcontract to a Creditor, Lender or Trustee shall be a material default of this Subcontract. Once executed, this Agreement may only be amended in writing by ISU CM and the Subcontractor.

18. **Default by Subcontractor**

Should the Subcontractor fail in any manner to perform its Work properly or default in the performance of any provision of this Subcontract or suffer any delay not accepted by ISU CM and Owner as authorized under the Contract Documents, or should the Subcontractor suffer any form of financial distress so that it could not give reasonable assurance to ISU CM that it can continue to perform its obligations under this Subcontract, ISU CM may give written notice to the Subcontractor to begin with all necessary diligence to cure such defaults within a twenty-four (24) hour period or failing to do so, ISU CM may, without prejudice to any other remedies it may have under the law or in equity, terminate this Agreement and look to the Subcontractor for payment of all damages which it incurs. ISU CM's remedies shall include, but not be limited to, its right to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis, the cost of which will be charged against the balance of any sums due Subcontractor. In the event of such a breach, in addition to any other remedy ISU CM may have, the Subcontractor agrees to indemnify, defend, and hold ISU CM harmless from all losses, damages, expenses, (including reasonable attorneys' fees) as well as any judgments suffered by ISU CM as a result of Subcontractor's acts or omissions in the performance of its Work. ISU CM shall have the right of set off and to deduct from any balance due under this Subcontract Agreement or any other accounts of subcontracts under which ISU CM is holding funds due the Subcontractor, the

amount of any losses, damages, or expenses as described above.

19. **Legal Fees**

In the event any legal proceeding, arbitration or other form of dispute resolution procedure is commenced between the parties to this Agreement, whether in contract or in tort, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' fees and costs, which sum shall be determined by the court or forum in such proceeding.

20. **Contract Termination**

It is agreed that, should the Owner / ISU CM Contract for the Project for which this Subcontract Agreement is written, be terminated or the progress of the Work delayed due to conditions which ISU CM cannot control, ISU CM may terminate this Subcontract Agreement without any liability to the Subcontractor and the Subcontractor will be entitled to payment for materials and/or labor approved and accepted by ISU CM and by Owner (including all materials specially manufactured pursuant to this Subcontract Agreement at the date of its termination), and actually paid to ISU CM by Owner.

21. **Key Personnel**

Subcontractor hereby agrees that key personnel assigned to the Project will remain for the duration of this Work. Reassignment or removal of said key personnel will require ISU CM's approval.

22. **Sub-Subcontractors**

Subcontractor agrees not to sub-subcontract more than Five Percent (5%) of this Subcontract Agreement without the written consent of ISU CM. For all proposed sub-subcontractors in excess of Five Percent (5%), Subcontractor shall furnish ISU CM an AIA Document A-305 or equal Subcontractor's Qualification Statement, not less than five (5) business days prior to final execution of any sub-subcontractor agreement. In accordance with Project Contract Documents as defined in Article 1, Subcontractor agrees it shall not contract with any such proposed person or entity to whom the Owner or the Architect has a reasonable objection.

Subcontractor agrees that any part of Work performed for the Subcontractor by an approved sub-subcontractor shall be pursuant to a written subcontract between the Subcontractor and each sub-subcontractor. Said written subcontract shall contain provisions that:

- A. Require the work be performed in accordance with the requirements of the Contract Documents.
- B. Require the sub-subcontractor to carry and maintain liability insurance coverage in accordance with the Contract Documents.
- C. Require the sub-subcontractor to agree to the construction schedule as outlined and/or detailed in Paragraph 14, above.
- D. Require the sub-subcontractor to acknowledge that ISU CM is an explicit third-party beneficiary of the subcontract between the Subcontractor and sub-subcontractor.
- E. Require that the sub-subcontractor provide waivers and other required billing materials as set forth in Article 45, below.
- F. Unless ISU CM requires current waivers of lien, upon receipt of payment from ISU CM, Subcontractor shall promptly disburse from such payment, in exchange for waivers, the sums due and owing to any sub-subcontractor and/or material supplier for its work included in ISU CM's payment to Subcontractor. Waivers must be supplied for sub-subcontractors, and/or material suppliers at the time they are listed within the waiver, and for further lower tiers upon request.
- G. Require the sub-subcontractor to indemnify and hold harmless the Owner, Architect, ISU CM and the

Subcontractor from any and all claims for bodily injury by an employee of the sub-subcontractor or anyone directly or indirectly employed by it or for anyone whose acts it may be liable without limiting or restricting such indemnity by an limitation on the amount or type of damages, compensation or benefits payable by or for the sub-subcontractor under Workers' or Workmens' Compensation Acts, disability benefit or other employee benefit acts.

23. **Access/Parking**

The use of and access to the site shall be restricted to those areas and limited to those temporary roads authorized and designated by ISU CM's on-site Superintendent.

Parking on the job site is restricted to company vehicles and equipment only if allowed by ISU CM's Superintendent. Subcontractor's employees shall park in the designated areas.

24. **Jobsite Offices/Storage**

The Project site may have limited space available for storage; therefore, any on-site storage will require prior approval of ISU CM and the Project Superintendent. Subcontractors' jobsite trailers, materials, tools and equipment may be stored on the jobsite at locations approved by ISU CM and must be removed or relocated when directed. Subcontractor shall use, for this purpose only, the minimum space that is absolutely required for proper performance of the Work. Any damage or losses resulting from storage of material, tools and equipment shall be remedied at the cost of the Subcontractor. Each Subcontractor shall be responsible for erection, dismantling, maintenance, utilities, security, etc., that it may deem necessary in setting up its trailers, sheds and storage area.

Subcontractor may establish a temporary office at the job site except that the exact size and location of said facilities shall be subject to the approval of ISU CM's Superintendent. The temporary office, along with any electrical, telephone or similar service for this field office, shall be the responsibility of the Subcontractor. As the Work progresses, Subcontractor agrees to relocate and/or remove said facilities upon seventy-two (72) hours written notice from ISU CM's Superintendent.

25. **Temporary Facilities**

Temporary facilities furnished by ISU CM for this Subcontractor's use on the site shall be limited to the following:

- A. Temporary sanitary services for Subcontractor's personnel.
- B. Temporary non-potable water service only after the permanent tap is made at water main. Water will be available at a minimum of one location, adjacent to the construction area. It shall be the Subcontractor's responsibility to provide hook-ups and extensions as required and to coordinate with ISU CM's on-site Superintendent.
- C. Temporary power and lighting for the building shall be specific to OSHA standards and provided by the electrical contractor for all contractors' use. If special or additional services are required, arrangements through the ISU CM on-site Superintendent will be necessary. However, the contractual relationship shall be directly between the on-site electrical contractor and Subcontractor.
- D. Temporary power will be limited to 120-volt, single-phase temporary electric service in the construction area only after temporary or permanent power is established on the job site. If temporary power is not available or is insufficient for the Subcontractor, the Subcontractor shall furnish generators at its expense. The Subcontractor shall be required to provide extension cords for all power tools.

26. **Hoisting and Scaffolding**

Subcontractor agrees to be solely responsible for all hoisting of materials and all scaffolding necessary for the performance of its own Work unless otherwise stated. Unless expressly provided for in this Scope of Work, no provisions for hoisting or scaffolding will

be provided by ISU CM. Any scaffolding or hoisting equipment used by Subcontractor must conform to all local code requirements including, but not necessarily limited to, those of state and federal OSHA. Subcontractor shall keep and maintain current maintenance logs for all cranes utilized by Subcontractor as of the date such cranes are delivered to the job site. All logs shall be readily available for review by ISU CM upon request.

27. **Daily Reports**

Subcontractor will submit daily reports to ISU CM's Superintendent for each day Subcontractor is working on the Project. The daily report should state:

- A. The number of tradesmen that worked;
- B. The positions of those tradesmen;
- C. The number of hours each tradesman worked;
- D. The specific hours each tradesman worked;
- E. The shift worked by each tradesman: 1st, 2nd, or 3rd;
- F. A brief description of the day's activities;
- G. A two-day look ahead for scheduling purposes;
- H. Any inspections, problems or otherwise pertinent information; and
- I. Accidents that occurred during the day, if any.

28. **Material Delivery**

Material delivery to the job site shall be handled in accordance with the following:

- A. Cost of all shipping of materials, freight to the jobsite and insurance of same is the responsibility of the Subcontractor.
- B. Subcontractor must notify ISU CM's on-site Superintendent forty-eight (48) hours prior to delivering any materials. Copies of the delivery ticket will be stamped; showing the actual time and date shipment was received.
- C. Each shipment of material shall contain a packing slip with the correct nomenclature of contents and the box or carton containing this information must be so marked. At the time of shipment, one (1) copy of said packing slip shall be forwarded to the destination of shipment to alert ISU CM's Superintendent as to what material is in transit so that arrangements can be made at least forty-eight (48) hours in advance to receive, allocate and store said material.

If Subcontractor fails to adhere to the foregoing notification and other requirements, ISU CM reserves the right to refuse, warehouse, or return to the carrier the shipment in question. All related costs incurred by ISU CM, e.g., handling, storage, protection, etc., will be borne by Subcontractor.

29. **Owners Work Forces**

Subcontractor is advised that the Owner may, at its discretion, employ other contractors or employees of the Owner to perform work on this Project. In such event, Subcontractor shall cooperate in scheduling activities in order that the work of all parties can be completed on a timely basis.

Subcontractor hereby agrees not to perform any work directly for the Owner, or its agents, on the Project while under contract with ISU CM without ISU CM's prior approval, which shall not be unreasonably withheld. Failure to abide by this provision will be considered a material breach of this Subcontract Agreement.

30. **Layout and Engineering**

All Subcontractors will perform layout and engineering as required to complete the work within the scope of their respective Subcontracts from vertical and horizontal principal control lines and grades established by ISU CM.

31. **Protection of Work**

Subcontractor shall take reasonable precautions for safety of and shall provide reasonable protection to prevent damage, injury, or loss to:

- A. Employees on the jobsite and other persons who may be affected;
- B. The work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Subcontractor or sub-subcontractors; and
- C. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Subcontractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property as described above caused in whole or in part by the Subcontractor or its sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for whom the Subcontractor is responsible, except damage or loss attributable to acts or omissions of the Owner, Architect, ISU CM or anyone directly or indirectly employed by them, or by anyone for whose acts they may be liable and not attributable to the fault or negligence of the Subcontractor.

32. Dewatering

Subcontractors who are performing excavation, trenching, utility and/or concrete work are responsible for all costs incurred in keeping their excavations free of water during construction.

33. Subcontractor's Tools and Equipment

Subcontractor shall assume all risks and liability for damage or loss to all materials, tools or equipment not incorporated into the Work and which belong to it or are under its care, custody or control.

34. Clean-up

Subcontractor must provide cleanup and disposal of debris resulting from its Work on a daily basis in order to keep the Project clean, orderly and hazard free. Material will be placed in dumpsters provided by ISU CM. Location of dumpsters will be at ISU CM's discretion.

Upon completion of its Work and prior to leaving the site, Subcontractor must receive approval and acceptance by ISU CM's that all final cleanup requirements have been met and that the area is ready for final inspection. When directed in writing in the field by ISU CM's Superintendent, Subcontractor agrees to clean up all debris attributable to its Work within twenty-four (24) hours notice for any given work area, or accept the appropriate back-charges for clean-up performed by ISU CM or other contractors, which will be billed to Subcontractor on a monthly basis no later than the following month in which the charges are incurred.

35. Environmental Compliance

Subcontractor agrees to comply with pollution and environmental protection regulations for the use of water and other services. Subcontractor further agrees to discharge wastes and storm water drainage from the Project site and to comply with any "Environmental Impact" commitments may have been made by the Owner in securing approval to proceed with construction of this Project. All waste materials and substances (e.g., solvents, cleaners, waste oils, etc.) shall be handled and/or disposed of by this Subcontractor in full compliance with all applicable federal, state and local statutes, regulations, ordinances and rules.

36. Cutting and Patching

Subcontractor is responsible for all costs incurred to perform cutting, patching, fire safing and caulking, as required to complete the Work within the Scope of its Subcontract.

37. Revisions /Changes

When ISU CM so orders in writing, the Subcontractor shall make any and all changes in the Work which are in the general Scope

of this Agreement. Adjustments in the Subcontract Price or Subcontract time resulting from such changes, if any, shall be set forth in a Subcontract Change Order pursuant to the Contract Documents. No adjustment shall be made for any changes performed by the Subcontractor that have not been ordered in writing by ISU CM.

As additional information or revisions are provided by ISU CM, Owner or Architect, the Subcontractor shall review the same for its Work and notify ISU CM within ten (10) business days of any cost or schedule changes to the Subcontract Agreement. If no response is received within this time frame, it will be assumed that no additional costs or time extensions will apply. Any changes which are made without prior written authorization of ISU CM's Project Manager will be done at Subcontractor's own risk and payment for such changes is not guaranteed. All revisions causing potential cost increases to the Subcontractor must be approved prior to commencement of said Work. Compensation for extra work shall be by one or more of the following methods at the option of ISU CM:

- A. Unit prices contained in the Scope of Work;
- B. Alternate prices contained in the Scope of Work;
- C. Negotiated lump sums;
- D. Negotiated unit prices; or
- E. Cost plus compensation.

In the case of cost plus compensation, costs shall be defined as and specifically include the following: Cost of materials, including sales tax and cost of delivery; cost of labor in the field, including social security, old age and unemployment insurance; Workers' Compensation and general liability costs; bond premiums and rental value of the power tools and equipment at rates not to exceed those contained in the current edition of the Associated Equipment Distributors Construction Equipment Rental Rates.

Overhead and profit shall include the following: Costs to prepare estimates or shop drawings, wages of superintendents, project managers, non-working foremen (unless specifically included in the Scope of Work), timekeepers, watchmen and clerks; hand tools; incidentals; general office expenses; interest expense; warranty expenses and all other expenses not included in "costs" as defined above.

Unless otherwise stipulated in the Owner- ISU CM Agreement, the following percentages for overhead and profit are to be added to Subcontractor's approved costs:

- 1) For any work performed by Subcontractor's own forces, 10% for overhead and 5% for profit.
- 2) For work performed by sub-subcontractor, 0% for overhead and 5% for profits of the amount due the sub-subcontractor.

To facilitate checking of quotations for extras or credits, all proposals must be accompanied by complete itemization of cost including labor, materials, equipment and sub-subcontractors.

For field changes, time and material tickets signed by the ISU CM Superintendent at the jobsite are to verify actual hours worked, materials and equipment used and must be signed within 24 hours of completing the Work. The verification that the Work is additional work outside of the contractual Scope is subject to approval by ISU CM's Project Manager. No changes will be approved without such itemization. For Field Changes, Extra Work Orders or any other type of Change Directive where the performance of the additional work comes before the approval of the cost, the Subcontractor shall promptly submit its Change Request within the time directed by ISU CM but if a specific amount of time is not set for submission of such costs, then not later than twenty-one (21) business days after the completion of the additional work.

38. Testing

Subcontractor will be responsible for costs of retesting and correcting or replacing Work that fails the Owner's testing or that of local authorities. This Subcontractor is also responsible for all costs incurred by other trades due to testing failure of its Work.

39. **Punch List**

All punch list work will be completed within ten (10) business days. Subcontractor will give written notification upon completion of punch list.

40. **Record Documents**

Subcontractor is required to maintain an up-to-date set of "As-Built" drawings at all times. At the completion of Subcontractor's Work, Subcontractor will provide to ISU CM the number of copies of "As-Built" drawings that are required per the Contract Documents and one (1) additional copy for ISU CM's use. Subcontractor is also to provide copies of Owner's Operational/Instructional/ Maintenance Manuals and training as required by the Project Specifications.

41. **Warranties**

Subcontractor shall provide a separate written warranty in triplicate at the time of final billing, guaranteeing its Work against defects in materials and/or workmanship for the period required in the Specifications. If required by the Contract Documents, Subcontractor shall also provide a manufacturer's warranty for installed materials and equipment. All warranties shall meet the express terms and conditions required under the provisions of the Contract Documents for the period called for in the Specifications or, if not specified, for twelve (12) months from acceptance of Project by Owner. Subcontractor shall promptly repair or replace any such defects occurring within the warranty period without cost or liability to ISU CM or Owner.

42. **Equal Employment Opportunity**

A. **Nondiscrimination, Affirmative Action and Federal Contract Compliance:**

During the performance of this Subcontract, the Subcontractor agrees as follows:

- 1) The Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2) To supplement Paragraph 1 above (to the extent applicable and that additional requirements are proscribed in the following), pursuant to 41 C.F.R. Sections 60-1.4 (d), 60-250.5 (d), and 60-741.5 (d), ISU CM incorporates by reference the provisions found at 41 C.F.R. Sections 60-1.4(a)(b), 41 C.F.R. Section 60-4.3(a), 41 C.F.R. Section 60-250.5 and/or Section 60-300.5, and 41 C.F.R. Section 60-741.5 into this Subcontract. Subcontractor is hereby notified that it has an obligation to determine whether the Work it is performing, or the goods and services it is providing to ISU CM are provided pursuant to a federal government contract or a federally assisted construction contract. If so, Subcontractor shall determine the extent to which the provisions of Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1973, as amended, along with their respective implementing regulations found at 41 C.F.R. Part 60, apply to the terms of this specific Subcontract and shall comply with all such provisions. Note: federal construction subcontractors or federally-assisted construction subcontractors are advised to review the Department of

Labor's, Office of Federal Contract Compliance Programs (OFCCP) Technical Assistance Guide for Federal Construction Contractors to understand the requirements for both federal contractors and subcontractors.

- 3) The Subcontractor shall comply with all federal, state, and local equal employment and affirmative action statutes, rules and regulations including, to the extent applicable given the geographical location of the Project (and not in limitation of any other particular law that would pertain to the Subcontractor's Scope of Work) and the Indiana Civil Rights Law, IC 22-9 and 910 IAC, the Indiana Prevailing Wage Act, IC 5-16-7, et seq., if applicable, and any subsequent amendments to or regulations thereof.

B. **Default**

Violation of any anti-discrimination or affirmative action requirements, whether or not expressly described herein, that are lawfully imposed on the operation of the Subcontractor's business in the performance of the Scope of Work described herein, shall be a material breach of this Subcontract and a basis for default under Article 18, above.

43. ADDITIONAL INSUREDS:

Subcontractor's Certificate of Insurance must name the following as ADDITIONAL INSUREDS:

Firestone Mentor, OH, L.P. (Owner)
ISU CM Development, LLC (Developer)
ISU CM Construction, LLC (General Contractor)

44. SCOPE OF WORK

- A. Scope of Subcontractor's work shall include, but not necessarily be limited to the following:
- 1) Subcontractor shall provide all labor, materials, accessories, tools, equipment, supervision, and insurance necessary to perform concrete work per the contract drawings, specifications, supplementary scope documents, email correspondence, meetings and site walk-throughs.
 - 2) The scope of work for "**Concrete**" shall include, but not necessarily be limited to the following items. (Any items listed on the bid analysis matrix shall be considered to be part of your scope of work):
 - a) Poured concrete footings / foundations / pilasters / slabs / curbs /
 - b) Excavation, backfill and spoil removal for this scope of work only
 - c) Rigid and foam board insulation where required
 - d) SOG reinforcement as shown
 - e) Thickened slab / footing detail with reinforcement as shown
 - f) Compacted stone fill and vapor barrier as shown on plans and specs
 - g) Furnish and Install anchor bolts in concrete as shown in plans.
 - h) Regular sidewalks / stairs
 - i) Curb-faced sidewalks
 - j) Curb as shown
 - k) Handicap ramps as shown
 - l) ADA stamps/inserts as required
 - m) Rough grade +/- 0.10' below bottom of slab elevation
 - n) Fine grading and requisite compaction of all stone and granular fill for this scope of work is implicit
 - o) Formwork and removal
 - p) Sawed control joints as required
 - q) Furnish and install expansion joints and bond breaker as required
 - r) Tooled joints as required
 - s) All Reinforcing Steel and Welded Wire Mesh as required, vertical dowel reinforcement embedded into masonry is included in this scope of work
 - t) Exterior ramps, steps and stoops as shown
 - u) Bollard installation in concrete as required
 - v) Dumpster foundation as required
 - w) Dumpster pad as shown
 - x) Curing and Hardening of concrete slabs per plans and specs
 - y) Any traffic control measures that may be necessary to perform this scope of work in its entirety has been considered and is included
 - z) A concrete pump truck is included in your bid where pumping is required to complete work within your scope.
 - aa) Coordinate with MEP and site utility sub to provide openings in foundation walls as required.
 - bb) Footings and anchor bolts for steel columns where required
 - cc) Light pole foundations
 - dd) Marquee sign base
 - ee) Driveway approach including sawcutting and removal of existing asphalt to facilitate installation
 - ff) Traffic control
 - gg) Provide excavation, concrete and setting of all signage / railings / furnishings. Signage, railings and furnishings provided by others
 - hh) Provide thrust blocks for fire and domestic water supply if required, coordinate with other trades for scheduling
 - ii) Provide concrete encasement of underground electrical conduit if required, coordinate with electrician for scheduling
 - jj) Cold and/or hot weather concrete is included in your bid and is inclusive, but not limited to blankets, retardants, accelerants, hot water, ice, etc.
 - kk) This subcontractor will be responsible for preparation, maintenance and removal of the concrete washout pit and its contents. This subcontractor shall provide their own dumpsters / trucks to facilitate its removal.

Should any LEED recycling be required, this contractor includes proper disposal procedures and documentation

- 3) Project superintendent will be contacted for scheduling of work activities.
- 4) Each crew must have a foreman on site that understands and speaks English. The foreman is responsible for the oversight and direction of subcontractor's forces and directly responsible for work put in place.
- 5) Roadways, access points, and public areas shall be kept clean of dirt and debris resulting from work within your scope.
- 6) Inspect substrates, adjoining construction, and conditions under which work is to be installed prior to starting work. Provide written notification to ISU CM if unsatisfactory substrate conditions exist, prior to starting work.
- 7) Subcontractor acknowledges that he has visited the project site and performed a detailed survey of existing conditions prior to starting the work. Subcontractor shall advise ISU CM of any discrepancies prior to start of his work.
- 8) All implemented work shall conform to applicable federal, state and local building codes as expressly outlined for this project and as enforced by agencies having jurisdiction.
- 9) This subcontractor includes calculations, layout and field verification in conjunction with the contract drawings and specifications as required for a complete installation. Control points and benchmark elevations to be provided by ISU CM.
- 10) Submittals and shop drawings for approval, minimum of four copies required for each submission, followed by three additional copies of stamped sets for distribution. Electronic submittals may suffice, please just coordinate directly with ISU CM based on current project status.
- 11) Reference project specifications for all submittal requirements.
- 12) This Subcontractor shall secure and pay for inspections and permit as necessary for a complete installation of this scope of work [only if required].
- 13) Subcontractor acknowledges that multiple mobilizations may be required for completion of this scope of work in harmony with other trade subcontractors and due to the nature of the sequence and phasing of construction. Subcontractor will hold harmless ISU CM construction for any additional mobilizations due to weather.
- 14) Proceeding with installation of this subcontractor's scope of work shall denote acceptance of the substrate or sub-grade conditions by this subcontractor.
- 15) Coordinate work with ALL other trade subcontractors/vendors as necessary to complete work as per project schedule and as directed by ISU CM. This may include dedicated coordination meetings with other trades.
- 16) Subcontractor agrees to stock/stage materials only as directed by ISU CM in accord with other trades and site activities.
- 17) Subcontractor agrees to comply with project schedule as directed by ISU CM. Multiple crews may be required based on concurrent schedule for both buildings on this project.
- 18) Full time supervision is included for this scope of work.
- 19) Includes all applicable sales and use tax.
- 20) Subcontractor agrees to provide all Applications for Payment on AIA G702/703 forms as required.
- 21) Subcontractor agrees to provide 2nd tier (to ISU CM) lien waivers for all suppliers, distributors and sub-subcontractors in order to verify that all parties providing goods or services on this project have been paid in full.
- 22) Marking and notification as necessary for all public and private utilities prior to commencement of work.
- 23) Clean up all debris and waste generated by own forces on a daily basis to dumpster provided by ISU CM. ISU CM shall not provide a temporary trash chute. Clear and safe paths of egress shall be maintained by Subcontractor. These paths shall be free of trip hazards and all debris, tools, equipment, extension cords, etc.
- 24) Provide any/all equipment, excavators, skid-steers, lifts, ladders, crane, scaffolding, hoisting and rigging as required to unload, stage, and fully complete work.
- 25) This subcontractor shall provide detailed As-Builts/Red-Lines upon substantial completion of the project for the entirety of his work.
- 26) Full compliance with all OSHA and ISU CM safety requirements and regulations.
- 27) Employees, agents, designees and any other 2nd tier (to ISU CM) vendors of this subcontractor agree to comply with site specific instructions and safety regulations. At a minimum work boots, long pants, and shirts with sleeves are required to be worn at all times while on site at this project. This includes any delivery truck drivers regardless of how long they intend to stay on site.
- 28) Appropriate PPE – hard hats, cutting shields, gloves, safety glasses, toe protection, etc. – shall be worn at all times while working in and around direct exposures that require such protection.
- 29) Contractor shall be held responsible for any and all compensatory damages caused to existing site conditions during the completion of his work.
- 30) Parking is the sole responsibility of the subcontractor and/or its employees. ISU CM will not be responsible for parking fees or violations incurred by subcontractor or its employees.
- 31) Provide a One (1) year comprehensive materials and craftsmanship warranty starting on the date of substantial completion.
- 32) All deliveries must be coordinated with the Job Superintendent at least 24 hours prior to delivery. A designated unloading zone is identified on the site specific logistics plan. Subcontractor shall coordinate delivery times and provide traffic control measures, including but not limited to, flaggers, traffic cones, and barrels.

33) This subcontractor agrees to lock and otherwise guarantee the pricing as for the entirety of this project. ISU CM Construction, LLC will not be responsible for any material/labor price indices escalations incurred at any point during this project. Pricing includes sales tax and Davis Bacon Prevailing wage rates.

34) Contract Itemization:

TOTAL SUBCONTRACT AMOUNT

\$264,300.00

B. The following unit prices/rate structure shall apply for the duration of the project:

C. The following alternates at the option of ISU CM Construction, LLC shall be incorporated in the Subcontractor's scope of work. (All prices include equipment, labor, materials, taxes, overhead, and profit and will result in a change order to the current contract amount if accepted).

- Furnish and install Concrete Paving in lieu of asphalt paving where noted in the contract documents

BILLING PROCEDURES
ISU CM CONSTRUCTION, LLC ACCOUNTING PACKAGE
SUBCONTRACTOR APPLICATION FOR PAYMENT AND PAYMENT CONDITIONS

The following terms and conditions are an integral part of this Subcontract Agreement.

APPLICATION FOR PAYMENT

ISU CM CONSTRUCTION, LLC IS ONLY ABLE TO PROCESS INVOICES THROUGH OUR ACCOUNTING SYSTEM AFTER YOUR SUBCONTRACT AGREEMENT HAS BEEN SIGNED AND RETURNED TO US, INCLUDING APPROPRIATE INSURANCE AND SAFETY DOCUMENTATION.

CHANGES TO SUBCONTRACTOR'S SUBCONTRACT CANNOT BE BILLED UNTIL A FORMAL CHANGE ORDER HAS BEEN RECEIVED BY SUBCONTRACTOR FROM AN AUTHORIZED REPRESENTATIVE OF ISU CM CONSTRUCTION, LLC AND EXECUTED BY BOTH SUBCONTRACTOR AND ISU CM. ONCE APPROVED, CHANGES SHOULD NOT BE SEPARATELY BILLED, BUT SHOULD BE INCLUDED IN SUBCONTRACTOR'S MONTHLY BILLING AT THE REVISED SUBCONTRACT AMOUNT.

1. Given the requirements of the Owner Agreement, Applications for Payment for Work performed and accepted by Owner, **must** include one (1) of each of the following documents:
 - a) Application and Certificate for Payment signed and notarized (AIA G702);
 - b) Schedule of Values (AIA G703) in format approved by ISU CM;
 - c) Partial or Final Waivers of Lien as required, including waivers from all sub-subcontractors and material suppliers and for further lower tiers upon request.
 - i) The Waiver format to be used shall be that attached hereto, unless otherwise specified by the Owner.

2. Please email invoice packages to accountspayable@ISU_CMdev.com. All invoice packages must be received no later than NOON the 25th of the month for Work performed during the current month's specified billing period. Invoice packages received after this deadline **WILL NOT** be processed until the following month.

Initial Here to Confirm You Understand _____

PAYMENT

3. Owner's payment to ISU CM is a condition precedent to ISU CM's obligation to pay Subcontractor unless the Owner's refusal to pay is due to a material breach by ISU CM of its Agreement with the Owner. If payment to ISU CM is received from Owner, and provided the billing and insurance requirements have been met as required under this Subcontract Agreement, all payments by ISU CM on Subcontractor's Work accepted by Owner shall be made in the net amount of Subcontractor's request within ten (10) business days of receipt of Owner's payment.
4. At the time the Final Waiver is required, it shall be in the full amount of the adjusted Subcontract Price.
5. Retainage shall be held in accordance with the Contract Documents between Owner and ISU CM and paid to Subcontractor after approval and acceptance by Owner and upon payment by Owner to ISU CM.
6. In the event Subcontractor suffers financial distress as described in Article 18, above, ISU CM shall, in its sole and absolute discretion, have the right but not the obligation to pay sub-subcontractors or suppliers directly or tender payment jointly to Subcontractor and lower tiers.

WAIVER OF LIEN

Partial ____ Final ____

STATE of _____) SS
County of _____) SS

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by ISU CM Construction, LLC to furnish Concrete for the premises/project described as Firestone Mentor, OH of which Firestone Mentor, OH, L.P. is the owner.

THE undersigned for and in consideration of _____ (\$ _____) dollars, and other good and valuable considerations, and upon receipt of the aforementioned amount, do(es) hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the State of IN, relating to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above described premises, including additional work and change orders.

SIGNATURE AND TITLE: _____

NOTE: All waivers must be for the full amount to be paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself/herself as partner.

CONTRACTOR'S AFFIDAVIT

STATE of _____) SS
County of _____) SS

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he/she is _____ of W.A. 480 Group ____ Concrete Construction, LLC who is contractor for the Concrete work on the Firestone Mentor, OH project which is owned by Firestone Mentor, OH, L.P. and that the total amount of the contract, including additional work and Change Orders, is \$ _____ on which he/she has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim, either legal or equitable, to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Company/Subcontractor Name	Type of Work/Materials	Contract Amount	Previously Paid	This Payment	Balance Due
TOTAL LABOR AND MATERIALS:					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Sworn and affirmed this ____ day of _____, 20____ Signature: _____

Subscribed and sworn to before me this ____ day of _____, 20____

Notary Public Signature: _____

My Commission Expires: _____ County of Residence: _____