



CONSTRUCTION SUBCONTRACTOR AND PREFERRED PARTNER AGREEMENT

Maintco Corp. – Rev 2



FEBRUARY 3, 2021

MAINTCO CORP.

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SUBCONTRACT AGREEMENT

THIS AGREEMENT made and entered into on _____, between **Maintco Corp. 20 W. Burbank Blvd., Burbank, CA 91502** ("Contractor"), and _____ ("Subcontractor").

Maintco Corp. Inc. and the undersigned Subcontractor (the "Parties") agree to extend the term of the 2021 Master Subcontract Agreement ("MSA"), which begins immediately upon expiration of the original time period and will remain in effect indefinitely or until which time the Contract is amended. All other terms and conditions remain the same.

Inna Tuler, President & CEO

Subcontractor
Name: _____

Mailing Address: _____

Date: _____

Signature: _____

Initials _____



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Article II. RECITAL

Section 2.01 GENERAL STATEMENT

This is the 2021 Master Subcontract Agreement (hereinafter "Subcontract Agreement" or "Agreement" or "MSA") made by and between **Maintco Corp.** 20 W Burbank Blvd, Burbank CA 91506 ("Maintco Corp." or "Contractor"), and the Subcontractor named below (hereinafter referred to as the "Subcontractor", collectively, the "Parties") to perform part of the work on any projects by the Parties from the date of execution of this Agreement, ("Master Subcontract Term") through the term of next revision.

Section 2.02 Preferred Partner

The term Preferred Partner as used herein includes and subcontractors that does not carry a trade license, other subcontractors employed by the Preferred Partner, their employees, agents, and representatives. The Preferred Partner understands that references are occasionally made in specification books, drawings, or other documents which refer to the Preferred Partner as a contractor or subcontractor. The uses of any such terms are to be interpreted so as to include the Preferred Partner if the subcontractor does not carry an applicable trade license.

Article III. SCOPE OF WORK

Section 3.01 SUBCONTRACTOR'S WORK.

Maintco Corp. contracts with the Subcontractor as an independent contractor to perform the work for any projects between the Parties during the Master Subcontract Term described in an executed, Master Subcontract Agreement ("MSA") in strict accordance with the Subcontract Documents. The Subcontractor shall perform such work (the "Work") under the general direction of Maintco Corp. and in accordance with this Agreement and the Subcontract Documents. The Subcontractor shall perform each activity necessary or incidental to complete the work, which is described more particularly, but not exclusively, in the MSA. The provisions of this Agreement and the MSA are intended to complement each other, but if there is any inconsistency, the MSA shall govern.

Section 3.02 SUBCONTRACT DOCUMENTS.

In addition to this Agreement, the documents which form this Subcontract and which are binding on the Subcontractor (collectively the "Subcontract Documents") include the Contract Documents identified in the Contract between Maintco Corp. and the Client, which are incorporated by reference, and the Subcontract Documents set forth in Section 19.5. In case of an inconsistency between this Agreement and the Contract Documents, this Contract Documents shall govern. The Subcontract documents do not include any documents submitted by Subcontractor prior to entering into this Subcontract Agreement, including but not limited to, bids, proposals and estimates.

(a) DRAWINGS, PLANS AND SPECIFICATIONS.

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Maintco Corp. will furnish Subcontractor with one digital set of Criteria Documents, and if available, Drawings, Plans and Specifications included in the Subcontract Documents. Subcontractor shall furnish the design for its portion of the work so as to coordinate with the Work as a whole, and with other trade Subcontractors. To the extent that the Subcontractor fails to properly interpret the Criteria Documents or the Preliminary Design Documents, Subcontractor shall be responsible to correct all errors at its own expense.

(b) COPIES OF P.O.'S AND SUB-SUBS FOR MAJOR SCOPE ITEMS.

Upon receipt of written approval of material and/or equipment shop drawings or brochures by the Client or Architect, Subcontractor shall immediately furnish the following additional information to Maintco Corp. for each item of equipment, fixture or material:

1. Contact or representative of both manufacturer and supplier
2. Subcontractor's Purchase Order Numbers
3. Manufacturer's Order Number
4. Supplier's Order Number
5. Scheduled delivery date

(c) DAILY REPORTS.

Subcontractor's superintendent, foreman, or other designated individual shall deliver a report, in form and content specified by Maintco Corp. to Maintco Corp.'s office before the end of each shift, whenever Subcontractor has employees working at the Project site. The report will state the number of employees Subcontractor has on the Project that shift, subdividing into categories (foremen, tradesmen, laborers, etc.). Subcontractor shall also list the equipment on site, and any material deliveries.

Section 3.03 EXAMINATION OF CONTRACT AND SUBCONTRACT DOCUMENTS; SITE INSPECTION.

The Subcontractor warrants and represents that it will visit the site of the proposed Work, has familiarized itself with existing conditions and the character of the operations to be carried on under this Agreement and that it fully understands the facilities, difficulties and restrictions attending the execution of the Work. The Subcontractor acknowledges that it has examined all Subcontract Documents, and the requirements of the various governmental agencies, departments and bureaus having jurisdiction over the Project, and from its own investigation has satisfied itself as to the nature and location of the Work, the general local conditions, and all matters which in any way affect the Subcontractor's Work or its performance thereof. The Subcontractor further acknowledges that having made said visitation and examination, it is not

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aware of any existing conditions, circumstances, or requirements that will necessitate change in the scope of the Work, the Subcontract Price, or the Schedule of Work.

Section 3.04 OWNERSHIP AND USE OF DOCUMENTS.

The drawings, specifications and other documents furnished by the Subcontractor are instruments of services and shall become the property of Maintco Corp. and the Client upon payment by the Client and Maintco Corp.. The Subcontractor shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright, to the extent not modified herein. Reproducible copies, including diskettes, may be retained by the Client and Maintco Corp. whether the Project for which they were made is executed or not, and both are entitled to make and retain copies and reproduce them for their own use. Submission or distribution of documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Subcontractor's common law copyrights or other reserved rights.

Article IV. SCHEDULE OF WORK AND COMPLETION

Section 4.01 TIME IS OF THE ESSENCE.

Time is of the essence for both parties, and they mutually agree to see to the performance of their respective work and the work of their Subcontractors so that the entire project may be completed in accordance with the Subcontract Documents and the Schedule of Work. Maintco Corp. shall revise such schedule and sequence of events as the work progresses. No extension of time for Subcontractor's Work will be valid without Maintco Corp.'s written consent.

Section 4.02 DUTY TO BE BOUND.

The Subcontractor shall be bound by the Schedule of Work including, without limitation, the dates for Substantial Completion and Final Completion stated in MSA and revisions to the Schedule. The Subcontractor shall provide Maintco Corp. with any requested scheduling information for the Subcontractor's Work. The Schedule of Work and all subsequent changes thereto shall be submitted to the Subcontractor in advance of the required performance.

Section 4.03 SCHEDULE CHANGES.

Subcontractor acknowledges that as construction progresses it may be necessary for Maintco Corp. to change the sequential order and duration of the various activities, including those contemplated by this Agreement, to account for unanticipated delays, occurrences and other factors which act to alter Maintco Corp.'s original schedule. Maintco Corp. may require Subcontractor, at no additional cost to Maintco Corp. to execute Subcontractor's Work in such sequence as the progress of other subcontractors and the Project schedule dictates. It is expressly understood and agreed that the scheduling and sequencing of the Work is an exclusive right of Maintco Corp. and that Maintco Corp. reserves the right to reschedule and resequencing Subcontractor's Work from time to time as the demands of the Project require without any additional cost or expense to be paid to the Subcontractor. Subcontractor shall carry on its Work promptly, efficiently, and at a speed that will not cause delay in the progress of Maintco

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Corp.'s work or Work of other Subcontractors. If, in the opinion of Maintco Corp. Subcontractor falls behind in the progress of the Work, Subcontractor may be directed to take such steps as deemed necessary to improve the rate of progress. These steps may include, without limitation, requiring Subcontractor to increase the number of shifts, personnel overtime operations, days of Work, equipment, plant, or other remedies. Subcontractor shall submit to Maintco Corp. for Maintco Corp.'s approval a schedule demonstrating how the required rate of progress will be regained without additional costs to Maintco Corp.

Section 4.04 PRIORITY OF WORK.

Maintco Corp. shall have the right to decide on the time, order and priority in which the various portions of Work shall be performed and all other matters relative to the timely and orderly conduct of the Subcontractor's Work. The Work will be performed as required by the composite construction schedule, which may be changed periodically by the project superintendent in order to maintain the overall schedule of Work.

Section 4.05 COOPERATION.

The Subcontractor shall cooperate with Maintco Corp. by scheduling and performing Subcontractor's work so as to avoid conflict, delay in, or interference with the work of Maintco Corp. other Subcontractors or Client's own forces. Subcontractor shall participate, as requested by Maintco Corp. in inspections related to Substantial and Final Completion.

Section 4.06 COMMENCEMENT OF WORK.

The Subcontractor shall commence Work within three (3) calendar days from Maintco Corp.'s notice to proceed. If interrupted for any reason, the Subcontractor shall resume the work within three (3) working days from Maintco Corp.'s notice to do so.

Article V. SUBCONTRACTOR PRICE

Section 5.01 SUBCONTRACT PRICE.

Maintco Corp. agrees to pay the Subcontractor for the satisfactory performance of the Subcontractor's Work the sum of identified in MSA ("Subcontract Price") in accordance with Section 6, subject to additions or deductions as provided in Section 7. Lump Sum and/or Unit prices, if any, are stated in Subcontractor's Purchase Order.

Article VI. PAYMENT

Section 6.01 GENERAL PROVISIONS.

(a) SCHEDULE OF VALUES.

The Subcontractor has provided Maintco Corp. with a schedule of values which shall be revised, if necessary for approval by Maintco Corp. and the Client, no later than the date of the Subcontractor's first application for payment.

(b) PAYMENT USE RESTRICTION.

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No payment received by the Subcontractor shall be used to satisfy or secure any indebtedness other than one owed by the Subcontractor for labor or materials furnished in performing the Subcontractor's Work on this Project.

(c) PAYMENT USE VERIFICATION.

Maintco Corp. shall have the right at all times to contact the Subcontractor's lower tier Subcontractors and suppliers to ensure that the same are being paid by the Subcontractor for labor or materials furnished for use in performing the Subcontractor's Work on this Project.

(d) CONDITIONS PRECEDENT TO PARTIAL PAYMENT.

Progress payments due under this Agreement will not be released until all of the following conditions have been met:

1. Master Subcontract Agreement and Project Specific Purchase Order has been signed, returned and approved.
2. Required additional insured endorsements satisfying the requirements of this Agreement have been received.
3. A schedule of values has been received in the form and content specified by Maintco Corp. Certified payrolls, if required by Client, received in the appropriate format.
4. Waivers of lien from all tier subcontractors and materialmen evidencing payments through the specified draw period.
5. If requested by Maintco Corp. Subcontractor agrees to likewise provide Maintco Corp. with evidence satisfactory to Maintco Corp. showing payment by Subcontractor of any and all contributions made by Subcontractor for health and welfare payments as shown on the certified payroll, as well as payment of payroll taxes and other contributions that may be required by law.

(e) PARTIAL LIEN WAIVERS AND AFFIDAVITS.

As a prerequisite for payment, the Subcontractor shall provide, in a form satisfactory to the Client and Maintco Corp. partial lien or claim waivers and affidavits from the Subcontractor, and its sub- Subcontractors and suppliers for the completed Subcontractor's Work. Such waivers may be made conditional upon payment of a specific amount stated therein. The Subcontractor's Authorized Representative(s) designated in MSA are hereby designated as authorized agents of Subcontractor to execute all lien waivers required of Subcontractor.

(f) SUBCONTRACTOR PAYMENT FAILURE.

In the event Maintco Corp. has reason to believe that labor, material or other obligations incurred in the performance of the Subcontractor's Work are not being paid for, Maintco Corp. shall give written notice of such claim or lien to the Subcontractor to insure that any progress payment shall be utilized to pay such obligations. If upon receipt of said notice, the

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Subcontractor does not (a) Supply evidence to the satisfaction of Maintco Corp. that the monies owing to the claimant have been paid; or (b) Post a bond in a form and with surety satisfactory to Maintco Corp. indemnifying the Client, Maintco Corp. Maintco Corp.'s surety, if any, and the premises from such claim or lien; then Maintco Corp. shall have the right to exercise any or all of the following rights, until the claim or lien has been satisfied by the Subcontractor:

- (1) Retain out of any payments due or to become due to the Subcontractor for this Project or any other Maintco Corp. project a reasonable amount to protect Maintco Corp. from any and all loss, damage or expense including attorney's fees and related legal costs/expenses arising out of or relating to any such claim lien or any attendant lawsuit.
- (2) Issue joint checks in payment of any payments due or to become due to the Subcontractor, payable to the Subcontractor and the claimant.
- (3) Make direct payments of sums due the Subcontractor to the claimant. May (but has no obligation to) bond off any lien or stop notice and back charge all costs, attorneys' fees and other expenses involved in bonding off the lien or stop notice of any such Claimant(s).

Section 6.02 PAYMENT NOT ACCEPTANCE.

Payment to the Subcontractor is specifically agreed not to constitute or imply acceptance by Maintco Corp. or the Client of any portion of the Subcontractor's Work.

Section 6.03 PROGRESS PAYMENTS

(a) Application

For Work performed during a payment period, the Subcontractor shall apply for a progress payment using his own invoice / standard Application for Payment and Lien Waiver form. Invoices/ Applications shall be submitted to Maintco through the Project Management Web Portal, project coordinator, OR mailed to Maintco Corp. at 20 W Burbank Blvd, Burbank Ca 91502. The application shall be for work performed up to and including the last day of the pay period, indicating work completed and, to the extent allowed per the MSA, materials suitably stored and protected during the payment period. Applications shall be accompanied by lien waivers from all Subcontractors and suppliers whose labor or materials are covered by the application; such waivers shall be provided by Maintco Corp. if Client requires the use of a specific form.

(b) Retainage

Regardless of any agreements between the Client and Maintco Corp. or arrangements made by them, for the withholding or release of Maintco Corp.'s retainage, retainage shall be withheld by Maintco Corp. from all progress payments made to Subcontractor. The amount of retainage withheld from each payment shall be equal to the amount of payment earned, multiplied by the percentage identified in the MSA. Retainage shall be released to Subcontractor only upon completion of all requirements for final payment as provided in Section 6.3 of this Agreement.

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(c) Time of Application

"Pay period" as used herein is defined as beginning with the first day of each calendar month, and ending with the last day of each calendar month. The Subcontractor shall submit progress payment applications to Maintco Corp. no later than the day of each payment period specified in the MSA.

(d) Storage of Materials

Unless otherwise provided in the Subcontract Documents, and if approved in advance by the Client, applications for payment may include materials and equipment not incorporated in the Subcontractor's Work but delivered and suitably stored and protected at the site or at some other location agreed upon in writing. Approval of payment application for such stored items on or off the site shall be conditioned upon submission by the Subcontractor of bills of sale and applicable insurance or such other procedures satisfactory to the Client and Maintco Corp. to establish the Client's title to such materials and equipment or otherwise protect the Client's and Maintco Corp.'s interest therein, including transportation to the site.

(e) Time of Payment

Receipt of payment by Maintco Corp. from Client for Subcontractor's work is a condition precedent to all progress payments by Maintco Corp. to Subcontractor. Progress payments to the Subcontractor for satisfactory performance of the Subcontractor's Work shall be made seven (7) days after receipt by Maintco Corp. of payment from the Client for such Subcontractor's Work and after Subcontractor has provided the required documentation as referenced in the MSA and complied with any other applicable conditions precedent to payment.

(f) Grounds for Withholding Payment

Maintco Corp. may withhold from monthly progress payments an amount sufficient to protect Maintco Corp. because:

1. Defective work has not been remedied; materials have not been furnished; cleanup has not been performed;
2. Subcontractor has damaged any portion of the work of others;
3. Claims, levies, attachments, stop notices or court orders have been filed or reasonable evidence indicates the probable filing of such claims, levies, attachments, notices or orders, including claims covered by insurance until such claims are accepted by the insurance carrier;
4. Subcontractor has failed to make payments properly to its subcontractors or for labor, including fringe benefits, materials or equipment, transportation or shipping costs, taxes, fees or any other claims arising out of the Subcontractor's Work;
5. There exists reasonable doubt that Subcontractor's Work can be completed for the unpaid balance of the Subcontract Price;
6. There exists reasonable doubt that Subcontractor's Work, due to its own action or inaction, will be completed on schedule or in accordance with the schedule;
7. Subcontractor is not satisfactorily prosecuting the Work of this Agreement;

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8. Subcontractor has failed to deliver insurance certificates, additional insured endorsements, bonds, "as-built" or record drawings, written guarantees or warranties or the approvals required of the Subcontractor's Work by any authority having jurisdiction;
9. A petition for bankruptcy or reorganization has been filed by or against Subcontractor or Subcontractor has made an assignment without the prior written consent of Contractor;
10. Any other material breach of this Agreement by Subcontractor which has not been cured after notice from Maintco Corp..
11. If a Contractor Controlled Insurance Program ("CCIP") is used on this Project, pursuant to Paragraph 12 of the CCIP (which is attached as Exhibit H to the Subcontract and incorporated herein by reference), Maintco Corp. shall be entitled to withhold any Insurance Credit applicable to the Work from sums otherwise due Subcontractor. Amounts then due shall be paid or credited to Subcontractor when Subcontractor removes the above grounds for withholding payment.

Section 6.04 FINAL PAYMENT.

(a) Application

Upon acceptance of the Subcontractor's Work by the Client, and Maintco Corp. and upon the Subcontractor furnishing evidence of fulfillment of Subcontractor's obligations in accordance with the Subcontract Documents and the MSA, Maintco Corp. shall, without delay, forward the Subcontractor's application for final payment to the Client.

(b) Requirements

Before Maintco Corp. shall be required to forward the Subcontractor's application for final payment to the Client, the Subcontractor shall submit to Maintco Corp.:

- (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontractor's Work for which the Client or his property or Maintco Corp. or Maintco Corp.'s surety might in any way be liable, have been paid or otherwise satisfied;
- (b) consent of surety, if any, to final payment; (c) satisfaction of required closeout procedures;
- (d) other data if required by Maintco Corp. or Client, such as receipts, releases, and waivers of liens to the extent and in such form as may be designated by Maintco Corp. or Client; and
- (e) written warranties of Subcontractor's materials, labor and equipment furnished under this Agreement and the Subcontract Documents.

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(f) a complete and accurate set of Record Drawings, together with Final Design drawings, appropriately stamped and originally signed by the design professional in responsible charge of the Work, and licensed in the state in which the Project was constructed. Final payment shall constitute a waiver and release of all claims by the Subcontractor relating to the Subcontractor's Work, but shall in no way relieve the Subcontractor of liability for the obligations assumed under Section 11 hereof, or for faulty or defective work appearing after final payment.

TIME OF PAYMENT.

Final payment of the balance due of the contract price shall be made to the Subcontractor:

- (a) upon receipt of the Client's waiver of all claims related to the Subcontractor's Work except for unsettled liens, unknown defective work, and noncompliance with the Subcontract Documents or warranties; and
- (b) seven (7) days after receipt by Maintco Corp. of final payment from the Client for such Subcontractor's Work, such receipt being a condition precedent for final payment to the Subcontractor.

(c) Non Payments

In the event Contractor is not paid by Client any sum claimed due by Subcontractor, then Contractor's obligation to make payment to Subcontractor with respect to the time for payment to Subcontractor shall, in addition to any other conditions set forth in this Master Subcontract Agreement or the Contract Documents, be subject to the following conditions precedent:

If Contractor does not pay Subcontractor sums claimed due under the Subcontract as a result of nonpayment by the Client and such nonpayment is thereafter "finally adjudged" (as hereafter defined) to have been caused by a breach by Contractor of the Prime Contract, then Contractor shall pay to Subcontractor such sum as is due under this Subcontract, inclusive of and limited to simple interest thereon at the rate of 5% per annum accruing from the date such sum was first due and owing to Subcontractor as set forth above. The term "finally adjudged" as used in this Paragraph (i) shall mean the date final judgment is entered in any action by Contractor against Client for recovery of sums due under the Prime Contract.

If Contractor does not pay Subcontractor sums claimed due under the Subcontract as a result of nonpayment by the Client and such nonpayment is caused by the Client's insolvency, bankruptcy, or lack of sufficient assets, or for reasons other than a breach by Contractor of the Prime Contract as provided in Paragraph (A) above, then Subcontractor's right to payment shall be conditioned upon the passage of such time as may be reasonable and necessary for Contractor to fully exercise and exhaust to final judgment its legal, extra judicial and appellate rights and remedies for collection of sums unpaid by Client, together with the passage of such additional time as reasonably necessary for execution by Contractor of any final judgment

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entered in its favor. Simple interest only on such sums as are due to Subcontractor under this Paragraph (ii) shall accrue and be payable to Subcontractor at the rate of 5% per annum commencing from the expiration of the reasonable time reserved to Contractor in this Paragraph (ii) for recovery and collection from Client.

Subcontractor agrees to preserve and maintain its mechanic's lien and stop notice rights with respect to the project and to exercise and exhaust those rights in the event that Contractor does not pay Subcontractor sums due under the Subcontract as a result of payment default on the part of the Client under the Prime Contract.

Nothing contained herein shall be interpreted as releasing or waiving any statutory mechanic's lien, bond or stop notice right reserved to Subcontractor under the law; provided however, that Subcontractor agrees in the event Subcontractor asserts a claim against any statutory or common law payment or performance bond issued in connection with the Project, the surety to such bond and the Contractor (if Contractor is a principal on the bond) shall have the right to assert as a defense to such claim, the nonoccurrence of any conditions to payments set forth in this Subcontract, including without limitation the failure or delay of payment to Contractor.

If any portion of this Section 6 is determined to be void, voidable or illegal, such portion shall be deemed portions shall be enforceable in accordance with their terms.

Article VII. CHANGES, CLAIMS, AND DELAYS

Section 7.01 CHANGES, CLAIMS AND DELAYS

If a dispute arises between Contractor and Subcontractor about whether particular work is a change in the work described in Section 3, Subcontractor shall timely perform the disputed work. If Subcontractor intends to submit a claim for the disputed work, it shall give prompt written notice to Contractor before proceeding with the work. In addition, Subcontractor shall submit its written claim for additional compensation for that work within ten (10) days after such work is performed in sufficient detail for Contractor to make an evaluation of the merits of the claim. Subcontractor's failure either to give the written notice before proceeding with the work or to submit the written claim within the ten (10) days constitutes an agreement by it that it will not be paid for the disputed work. No change, alteration, or modification to or deviation from this Agreement, the Contract Documents, the Subcontract Documents, Prime Contract, plans, or specifications, whether made in the manner provided in this section or not, shall release or exonerate, in whole or in part, any bond or any surety on any bond given in connection with this Agreement, and no notice is required to be given to such surety of any such change, alteration, modification, or deviation.

Section 7.02 CLAIMS RELATING TO CLIENT.

The Subcontractor agrees to make all claims for which the Client is or may be liable in the manner provided in the Contract Documents for like claims by Maintco Corp. upon the Client.

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Written notice of such claims shall be given by the Subcontractor to Maintco Corp. within sufficient time for Maintco Corp. to make such claims against the Client in accordance with the Contract Documents or within five (5) calendar days prior to the beginning of the Subcontractor's Work or the event for which such claim is to be made, whichever shall first occur. Otherwise such claims shall be deemed waived.

Section 7.03 CLAIMS RELATING TO MAINTCO CORP.

The Subcontractor shall give Maintco Corp. written notice of all claims not included in Section 7.2 within five (5) calendar days of the beginning of the event for which claim is made. Otherwise, such claims shall be deemed waived. All unresolved claims, disputes and other matters in question between Maintco Corp. and the Subcontractor not relating to claims included in Section 7.2 shall be resolved in the manner provided in Section 17 herein.

Section 7.04 6.4 ADJUSTMENT IN SUBCONTRACT PRICE.

If a Subcontract Change Order or Subcontract Work Authorization requires an adjustment in the Subcontract Price, the adjustment shall be established by one of the following methods:

- (a) mutual agreement on a lump sum with sufficient substantiating data to permit evaluation;
- (b) unit prices already established in the Subcontract Documents or if not established by the Subcontract Documents, then established by mutual agreement for this adjustment; or
- (c) to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

Section 7.05 SUBSTANTIATION OF ADJUSTMENT.

The method and the adjustment shall be determined by Maintco Corp. on the basis of reasonable costs and savings of those performing the Work attributable to the change, including, in the case of an increase in the Subcontract Price, an allowance for overhead and profit proportionate to Maintco Corp.'s recovery of overhead and profit, if any, under the Contract Documents.

The Subcontractor shall maintain for Maintco Corp.'s review and approval an appropriately itemized and substantiated accounting of the following items attributable to the Subcontract Change Order or Subcontract Work Authorization:

- (a) labor costs, including Social Security, health, welfare, retirement and other fringe benefits as normally required, and state workers' compensation insurance;
- (b) costs of materials supplies and equipment, whether incorporated in the Work or consumed, including transportation costs;
- (c) costs of renting, either from Maintco Corp. or from others, of machinery and equipment other than hand tools;

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- (d) costs of bond and insurance premiums, permit fees and taxes attributable to the change; and
- (e) costs of additional supervision and field office personnel services necessitated by the change.

Section 7.06 DELAY.

If the progress of the Subcontractor's Work is substantially delayed without the fault or responsibility of the Subcontractor, then the time for the Subcontractor's Work shall be extended by Change Order to the extent obtained by Maintco Corp. under the Contract Documents and the Schedule of Work shall be revised accordingly.

Maintco Corp. shall not be liable to the Subcontractor for any damages or additional compensation as a consequence of delay, schedule iMSActs, hindrances, interference, acceleration, compression or other time related claims (collectively referred to as "schedule iMSActs") caused by any person not a party to this Agreement other than the Client, unless Maintco Corp. has first recovered the same on behalf of the Subcontractor from said person, and then to the extent of such recovery after payment of all attorney's fees and other expenses relating thereto, it being understood and agreed by the Subcontractor that apart from recovery from said person, the Subcontractor's sole and exclusive remedy for schedule iMSActs set forth in this paragraph shall be an extension in time for performance of the Subcontractor's Work.

With respect to claims by Subcontractor for delay caused by the Client, Subcontractor agrees that it may only seek additional compensation for proven critical path delay to the extent of documented and proven actual costs and only if timely notice has been provided in accordance with this Subcontract.

Under no circumstance, and notwithstanding anything to the contrary herein, Subcontractor be entitled to seek from Maintco Corp. additional compensation or damages for actual or alleged loss of efficiency, constructive acceleration, lost productivity, stacking of trades, home office overhead, expectant underrun, season change premium, extended overhead, iMSAct damages, quantum merit, profit upon damages for delay or similar damages calculated by formula or trade data or studies.

Section 7.07 LIQUIDATED DAMAGES.

If the Contract Documents between the Client and Maintco Corp. permit the Client to assess Maintco Corp. for liquidated or other damages for delay beyond the completion date set forth in the Contract Documents, and such damages are so assessed, then Maintco Corp. shall be entitled to assess same against the Subcontractor in proportion to the Subcontractor's share of the responsibility for such delay.

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Article VIII. MAINTCO CORP.'S AUTHORIZED REPRESENTATIVES

Section 8.01 MAINTCO CORP.'S AUTHORIZED REPRESENTATIVES.

Maintco Corp. has designated one or more persons specified in your award email who shall be Maintco Corp.'s authorized on-site and off-site representative(s) and as referenced on the MSA. Such authorized representative(s) shall be the only person(s) the Subcontractor shall look to for instructions, orders and/or directions, except in an emergency. If not explicitly listed in the MSA, the Construction Department Manager assumed responsibility as Maintco's Authorized Representative.

Article IX. SUBCONTRACTOR OBLIGATIONS

Section 9.01 OBLIGATIONS DERIVATIVE.

The Subcontractor shall be bound to Maintco Corp. by the terms of this Agreement and by the conditions of the Contract Documents between the Client and Maintco Corp. and shall assume toward Maintco Corp. all the obligations and responsibilities which Maintco Corp. by those documents, assumes toward the Client.

Section 9.02 8.2 RESPONSIBILITIES.

The Subcontractor shall provide timely design services in accordance with all applicable codes, laws and regulations of the locality, and shall work with the local and state regulatory agencies with respect to building permits and other permits relating to the Subcontractor's Work, and shall furnish and pay for all of the labor, supervision, materials, tools, equipment, services, and incidentals necessary for the proper performance of the Subcontractor's Work. The Subcontract shall provide a list of proposed sub-subcontractors, and suppliers, be responsible for taking field dimensions, providing tests, order of materials and all other actions as required to meet the Schedule of Work.

Section 9.03 WORKMANSHIP.

Every part of the Subcontractor's Work shall be executed in strict accordance with the Subcontract Documents in the most sound, workmanlike, and substantial manner. All workmanship shall be the best of its kind performed by others engaged in the same trade. All materials used in the Subcontractor's Work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the Work, and shall be new except such materials as may be expressly provided in the Subcontract Documents to be otherwise.

Section 9.04 TEMPORARY SERVICES.

The Subcontractor shall furnish all temporary services and facilities necessary to perform its work, including, but not limited to, heat, electrical (power), telephone, water, and other utilities necessary.

Section 9.05 COORDINATION.

The Subcontractor shall:

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- (a) cooperate with Maintco Corp. and all others whose work is dependent upon the progress of the Subcontractor's Work;
- (b) specifically note and immediately advise Maintco Corp. of any interference with the Subcontractor's Work;
- (c) participate in the preparation of coordination drawings and work schedules in areas of congestion.

Section 9.06 SHOP DRAWINGS AND SUBMITTALS.

The Subcontractor shall submit shop drawings, product data, samples, and any other submittals required by the Subcontract Documents expeditiously and in such manner and sequence so as to avoid delay in the progress of the Work or the activities of Maintco Corp. or other Subcontractors. The Subcontractor shall be responsible for accuracy and conformity with the Subcontract Documents and other submittals. Unless specifically noted by Maintco Corp. action on shop drawings and submittals by Maintco Corp. shall not be deemed to authorize deviation from the Subcontract Documents.

Section 9.07 PROGRESS REPORTS AND MEETINGS.

The Subcontractor shall furnish periodic progress reports on the Work including information on the status of materials and equipment which may be in the course of preparation or manufacture.

Section 9.08 AUTHORIZED REPRESENTATIVE AND NOTICE.

The Subcontractor shall designate one or more persons who shall be the authorized Subcontractor's representative(s): (a) on-site and (b) off-site. Such authorized representative(s) shall be the only person(s) to whom Maintco Corp. shall issue instructions, orders or directions, except in an emergency. Notices as required by this Agreement and other communications made to any one of the Subcontractor's Authorized Representative(s) shall be binding as if given to the Subcontractor. The authorized representative shall attend project meetings as required.

Section 9.09 PROVISION FOR INSPECTION.

The Subcontractor shall notify Maintco Corp. when portions of the Subcontractor's Work are ready for inspection. The Subcontractor shall at all times furnish Maintco Corp. the Client, and their representatives adequate means and facilities for inspecting the Work, including materials at the site or any place where materials under this Agreement may be in the course of preparation, process, manufacture or treatment.

Section 9.10 CLEAN-UP.

The Subcontractor shall follow Maintco Corp.'s clean-up directives and those of the Subcontract Documents, and

- (a) at all times keep the building and premises free from debris and unsafe conditions resulting from the

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Subcontractor's Work; and

(b) broom clean each work area daily prior to discontinuing work in the same.

Section 9.11 SAFETY PRECAUTIONS AND PROCEDURES.

The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract shall comply with safety measures initiated by Maintco Corp. and, in addition, comply with occupational safety and other applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons or property and in accordance with the requirements of the Subcontract Documents. The Subcontractor shall report to Maintco Corp. within 24 hours any personal injury or property damage occurring at the site.

(b)Subcontractor shall comply with Maintco Corp.'s Safety Requirements.

ALCOHOL AND DRUG FREE PROJECT. The Subcontractor recognizes that an alcohol and drug free Project is necessary to ensure the safety of the persons employed at the Project site by the Client, Maintco Corp. the Subcontractor and others, and to protect the health and safety of the community. The Subcontractor agrees that its employees shall not distribute, be under the influence of, or be in possession of, any form of alcohol or unlawful drug while at the Project site or while in the performance of Project-related activities. Subcontractor's employees shall also be prohibited from using or being subject to the effects of any lawful drug while at the Project site or in the performance of Project-related activities without approval of the employee's supervisor. The Subcontractor acknowledges that it is familiar with Maintco Corp.'s Alcohol and Drug Free Project Policy for Subcontractors. The Subcontractor represents that it has established written procedures for compliance with Maintco Corp.'s policy and agrees that it will implement and enforce the policy throughout the course of the Project. The Subcontractor shall indemnify and hold the Client and Maintco Corp. harmless from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or related to Subcontractor's implementation, application or enforcement of compliance procedures.

(c) ENVIRONMENTAL MATTERS.

If a Hazardous Chemicals of a type of which an employer is required by law to notify its employees will be used on the Project site by the Subcontractor, the Subcontractor's sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to the Hazardous Chemical being at the site, provide a current copy of the Material Safety Data Sheet (MSDS) for such Hazardous Chemical in sufficient time to permit compliance with such laws by Maintco Corp. other subcontractors and other employers on the site.

The Subcontractor shall be responsible for the prompt removal of any Hazardous Chemicals and Hazardous Substances which are brought to Project site in connection with the Work but are not used or consumed and all waste generated from the Work. The removal of any Hazardous Chemical, Hazardous Substance, or waste shall be done in accordance with all federal, state and local laws, regulations and ordinances.

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The Work shall be conducted in such a manner to avoid the discharge, dispersal, escape, release or saturation of any pollutant into the atmosphere or any body of water or on, onto, upon, in or into the surface or subsurface of land unless allowed by federal, state or local law, regulations, ordinance or permit.

In the event the Subcontractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl ("PCB"), or other Hazardous Substances which have not been rendered harmless, the Subcontractor shall immediately stop Work in the area affected and report the condition to Maintco Corp. in writing. The Work in the affected area shall resume in the absence of asbestos, PCB, or other Hazardous Substances, or when it has been rendered harmless, or by being reduced to a safe level or concentration, by written agreement of Maintco Corp. and Subcontractor, or by arbitration as provided in this Agreement. The Subcontractor shall not be required pursuant to Article 5 to perform without consent any Work relating to asbestos, PCB, or other Hazardous Substances.

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless Maintco Corp. other subcontractors, and their respective agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work in the affected area if in fact the material is asbestos, PCB, or other Hazardous Chemical or Hazardous Substance and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by failure to comply with Sections 9.12 or by negligent acts or omissions of the Subcontractor, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.12.

For purposes of this Agreement, (a) the term "Hazardous Chemical" means any chemical defined as hazardous in the Hazardous Communication Standard, 29 C.F.R. § 1926.59 or 29 C.F.R. § 1910.1200, promulgated pursuant to the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; (b) the term "Hazardous Substances" means any substance, including solid, liquid or gaseous material, which is listed or defined as a "hazardous substance" in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S. § 9601, et seq., or regulations promulgated pursuant thereto, but does include petroleum, including crude oil or any fraction thereof; oil and oil waste as those terms are defined in the Clean Water Act, 33 U.S.C. § 1251, et seq., or regulations promulgated pursuant thereto; and source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, 42 U.S.C. § 3011, et seq., or regulations promulgated pursuant thereto; and includes any other substance defined by federal, state or local statute, regulation or ordinance as a hazardous, toxic or dangerous waste or substance where "state" means the State in which the Work is being performed and "local"

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means the local jurisdiction (i.e., county, parish, city, borough, municipality, village, town, etc.) in which the Work is being performed; and (c) “pollutant” shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste and shall include any Hazardous Substance.

Section 9.12 PROTECTION OF THE WORK AND PROPERTY.

The Subcontractor shall take all necessary precautions to properly protect the Subcontractor’s Work and the work of others from damage caused by the Subcontractor’s operations. Should the Subcontractor cause damage to the Work or property of the Client, Maintco Corp. or others, the Subcontractor shall promptly remedy such damage to the satisfaction of Maintco Corp. or Maintco Corp. may so remedy and deduct the cost thereof from any amounts due or to become due the Subcontractor.

Section 9.13 COMPLIANCE WITH LAWS.

The Subcontractor shall, at all times and at its own cost, comply with all federal, state and local statutes, codes, rules, regulations, ordinances, executive orders and other laws relating to the Project and the Work. The Subcontractor warrants and represents that it is authorized to transact business in the state and local jurisdictions where the Project is located, that it holds any and all licenses necessary to perform the Work, and that it is not currently in violation of any statutes, codes, rules, regulations, ordinances, orders, or other laws on any projects in which Subcontractor is presently engaged.

Section 9.14 PERMITS, FEES AND LICENSES.

The Subcontractor shall give adequate notices to authorities pertaining to the Subcontractor’s Work and secure and pay for all permits, fees, licenses, assessments, inspections and taxes necessary for performance, completion or use of the Subcontractor’s Work. To the extent paid to Maintco Corp. under the Contract with the Client, the Subcontractor shall be compensated for additional costs resulting from laws, ordinances, rules, regulations and taxes enacted after the date of the Agreement.

Compliance and Licenses for Preferred Partners

The Preferred Partner shall give notices and comply with the laws, ordinances, rules, regulations, and orders of any authority bearing on performance of the work. The Preferred Partner shall not be able to pull permits and governmental fees, licenses, and inspections, necessary for proper execution and completion of the work and will thus rely on Contractor for such permitting. The Preferred Partner agrees to pay for any additional costs incurred by Contractor in this process.

Section 9.15 TAXES, WAGES, FRINGE BENEFITS, ASSESSMENTS.

The Subcontractor shall timely comply with all requirements applicable to payment of taxes, wages, fringe benefits, retirement benefits, unemployment compensation and other assessments, and shall upon request furnish Maintco Corp. and the Client with satisfactory proof of compliance.

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Section 9.16 LAYOUT RESPONSIBILITY AND LEVELS.

Maintco Corp. shall establish principal axis lines of the building and site whereupon the Subcontractor shall lay out and be strictly responsible for the accuracy of the Subcontractor's Work and for any loss or damage to Maintco Corp. or others by reason of the Subcontractor's failure to set out or perform its work correctly. The Subcontractor shall exercise prudence so that actual final conditions and details shall result in perfect alignment of finish surfaces.

Section 9.17 MATERIALS FURNISHED BY OTHERS.

In the event the scope of the Subcontractor's Work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided and thereupon handle, store and install the items with such skill and care as to ensure satisfactory and proper installation. Loss or damage due to acts of the Subcontractor shall be deducted from any amounts due or to become due the Subcontractor

Section 9.18 SUBSTITUTIONS.

No substitutions shall be made in the Subcontractor's Work unless permitted in the Subcontract Documents and only then upon the Subcontractor first receiving all approvals required under the Subcontract Documents for substitutions. The Subcontractor shall indemnify Maintco Corp. for any increased costs incurred by Maintco Corp. as a result of such substitutions, whether or not the Subcontractor has obtained approval thereof.

Section 9.19 USE OF MAINTCO CORP.'S EQUIPMENT.

The Subcontractor, its agents, employees, Subcontractors or suppliers shall not use Maintco Corp.'s equipment without the express written permission of Maintco Corp.'s authorized representative. If the Subcontractor or any of its agents, employees, suppliers or lower tier Subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of Maintco Corp. the Subcontractor shall be liable to Maintco Corp. as provided in Section 15 for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be found to have been due solely and exclusively to the negligence of Maintco Corp.'s employees operating such equipment.

Section 9.20 ASSIGNMENT AND SUBCONTRACTING.

The Subcontractor shall not assign this Agreement, nor its proceeds, nor subcontract the whole or any part of the Subcontractor's Work, without the prior written approval of Maintco Corp.

Section 9.21 NON-CONTRACTED SERVICES.

The Subcontractor agrees that no claim for non-contracted construction services rendered or materials furnished shall be valid unless the Subcontractor provides Maintco Corp. notice:

- (a) prior to furnishing of the services or materials, except in an emergency affecting the safety of persons or property;
- (b) in writing of such claim within three (3) days of first furnishing such services or materials; and

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(c) the written charge for such services or materials to Maintco Corp. no later than the fifteenth day (15th) of the calendar month following that in which the claim originated.

Section 9.22 COORDINATION.

Subcontractor is responsible for coordinating its work areas and schedule with other trades in order to perform the overall project as a team.

Section 9.23 NORMAL WORK WEEK.

Unless otherwise directed in writing by Maintco Corp. the Subcontractor's Work shall be performed during the MSA agreed to timeframe. If the Subcontractor's work becomes behind schedule, the Subcontractor shall work overtime during the normal work week and be at no cost to Maintco Corp. if Maintco Corp. is not at fault for the Subcontractor being behind schedule.

Article X. SUBCONTRACT BONDS

Section 10.01 PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.

Unless otherwise provided in the MSA, the Subcontractor shall provide separate Performance and Labor and Material Payment Bonds, in a form and with surety, satisfactory to Maintco Corp. in the full amount of this Subcontract. The premiums for these Bonds shall be paid by the Subcontractor and the cost thereof is included in the Subcontract Price.

Section 10.02 ASSURANCE OF PERFORMANCE.

If Performance and Payment Bonds are not required of the Subcontractor under Section 10.1, then throughout the duration of this Agreement, Maintco Corp. may require such bonds or a letter of credit and the Subcontractor shall provide same. Said Bonds shall be in the full amount of this Agreement in a form and by a surety satisfactory to Maintco Corp.. The Subcontractor shall be compensated for the cost of same pursuant to progress payments made hereunder after the Subcontractor furnishes the required bonds or letter of credit. The reimbursement amount for the bonds or letter of credit shall not exceed the manual rate for such instruments. In the event the Subcontractor shall fail to promptly provide such requested bonds or letter of credit, Maintco Corp. may terminate this Agreement and re-let the work to another Subcontractor and all Maintco Corp. costs and expenses incurred thereby shall be paid by the Subcontractor.

Article XI. WARRANTY AND CORRECTION OF WORK

Section 11.01 WARRANTY.

(a) The Subcontractor warrants to the Client and Maintco Corp. that materials and equipment furnished under this Subcontract Agreement will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the Work will be performed in a good, workmanlike manner, be free from defects in materials and workmanship, and that the Work will conform with the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective in the sole judgment of Maintco Corp.. This warranty shall be in addition

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to and not in limitation of any other warranty or remedy provided by law or by the Subcontract Documents. The warranty shall extend for the period agreed to by Maintco Corp. in the contract between Maintco Corp. and the Client.

(b) The Subcontractor further agrees to execute any additional guarantees or warranties specified in the Subcontract Documents.

Section 11.02 CORRECTION OF WORK.

(a) The Subcontractor shall promptly correct Work rejected by Maintco Corp. or failing to conform to the requirements of the Subcontract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed.

(b) The Subcontractor shall be obligated to correct work that is found not to be in accordance with the Subcontract Documents after substantial completion to the same extent that Maintco Corp. is bound to the Client for correction of said Work. The Subcontractor shall begin the corrective work immediately after receipt of written notice from Maintco Corp. to do so. This obligation shall survive acceptance of the Work and termination of the Subcontract. This obligation is in addition to, and not in limitation of, the warranty obligations under Section 10.1, it being the intent of this Agreement that warranty obligations are not restricted by Subcontractor's obligations to correct defective work. If the Client chooses to correct the Work without notice to Maintco Corp. and opportunity for cure, the Subcontractor shall be obligated to Maintco Corp. for any backcharge that the Client has assessed Maintco Corp. resulting from the Subcontractor's Work.

Section 11.03 SATISFACTION OF WARRANTY AND CORRECTIVE WORK OBLIGATIONS.

The Subcontractor agrees to satisfy warranty and corrective work obligations without cost to the Client or Maintco Corp. In the event of Subcontractor's failure to satisfy these obligations, all costs for design, labor, supervision, materials, travel (including meals, lodging and mileage), equipment and overhead (at 18% of costs) incurred by Maintco Corp. in the investigation, review, redesign and correction of such problem shall be paid to Maintco Corp. by Subcontractor. Design and service team costs shall be computed using Maintco Corp.'s standard hourly rates. A verbal request for corrective action by Maintco Corp. to the Subcontractor, together with a written confirmation of the action requested, will be provided. If corrective action is not initiated or completed within a time reasonable under all the circumstances, Maintco Corp. will itself commence investigation and implement corrective measures at the Subcontractor's expense. Maintco Corp.'s rights hereunder are in addition to all other rights and remedies pursuant to the Subcontract, and the institution of such measures by Maintco Corp. shall in no way relieve Subcontractor of its primary responsibility for performing and warranting the Work in accord with the Subcontract Documents.

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Article XII. RECOURSE BY MAINTCO CORP.

Section 12.01 DEFAULT; NOTICE TO CURE.

If the Subcontractor refuses or fails to supply enough properly skilled workers, proper materials, or maintain the Schedule of Work, or fails to achieve Substantial or Final Completion, or it fails to make prompt payment for its workers, sub-subcontractors or suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or fails to indemnify Maintco Corp. as required by this Agreement or by law, or otherwise is guilty of a breach of any provision of this Agreement, and fails within twenty-four (24) hours after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Maintco Corp. without prejudice to any other rights or remedies, shall have the right to any or all of the following remedies:

- (a) supply such number of workers and quantity of materials, equipment and other facilities as Maintco Corp. deems necessary for the completion of the Subcontractor's Work, or any part thereof which the Subcontractor has failed to complete or perform after the aforesaid notice, and charge the cost thereof to the Subcontractor, who shall be liable for the payment of such costs, including reasonable overhead, profit, as well as for other damages, and attorney's fees and dispute resolution costs;
- (b) contract with one or more additional contractors to perform such part of the Subcontractor's Work as Maintco Corp. shall determine will provide the most expeditious completion of the total Work and charge the cost thereof to the Subcontractor;
- (c) withhold payment of any monies due the Subcontractor pending corrective action or completion of the Subcontractor's Work to the extent required by and to the satisfaction of Maintco Corp.;
- (d) set-off Maintco Corp.'s damages attributable to Subcontractor's default against any monies due Subcontractor under this Agreement or under any other contract between Maintco Corp. and the Subcontractor; and/or
- (e) terminate the Subcontract Agreement as set forth below.

In the event of an emergency affecting the safety of persons or property, Maintco Corp. may proceed as above without notice.

Section 12.02 TERMINATION BY MAINTCO CORP..

If the Subcontractor fails to commence and satisfactorily continue correction of a default within two (2) working days after receipt by the Subcontractor of the notice issued under Section 12.1, then Maintco Corp. may terminate this Agreement by written notice to the Subcontractor and its surety, if any, and use any materials, equipment and/or employ such workers or Subcontractors as Maintco Corp. deems necessary to complete the Work. All of the costs incurred by Maintco Corp. in so performing the Subcontractor's Work, including reasonable

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overhead, profit and attorney's fees shall be deducted from any monies due or to become due the Subcontractor. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the subcontract price. If Maintco Corp. terminates the contract for default or cause, and it is later determined that none of the grounds set forth in the termination for default or cause are valid, then such termination shall be deemed a termination for convenience, and Section 12.3.2 of this Subcontract Agreement governs.

Section 12.03 BANKRUPTCY.

(a) TERMINATION ABSENT CURE.

If Subcontractor files a petition under the Bankruptcy Code, this Agreement shall terminate if the Subcontractor or the Subcontractor's trustee (a) rejects the Agreement, or (b) if there has been a default, the Subcontractor is unable to give adequate assurance that the Subcontractor will perform as required by this Agreement, or (c) is otherwise unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

(b) TERMINATION FOR CONVENIENCE.

Maintco Corp. may terminate this Subcontract Agreement for its convenience at any time upon providing ten (10) days written notice to Subcontractor.

In such case, Subcontractor shall be entitled to receive its full compensation for services performed hereunder including payment for all Work performed prior to the date of termination together with all repayment withheld in accordance with Section 6. Payment of such compensation is the sole and exclusive remedy of Subcontractor for termination of this Subcontract Agreement by Maintco Corp. and Subcontractor shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.

(C) INTERIM REMEDIES.

If the Subcontractor is not performing in accordance with the Schedule of Work at the time a petition in bankruptcy is filed, or at any subsequent time, Maintco Corp. while awaiting the decision of the Subcontractor or its trustee to reject or to assume this Agreement and provide adequate assurance of its ability to perform hereunder, may take such steps as are reasonably necessary to maintain the Schedule of Work. Maintco Corp. may offset against any sums due or to become due the Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit and attorneys' fees. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Price.

Section 12.04 SUSPENSION BY MAINTCO CORP.

Maintco Corp. may order the Subcontractor in writing to suspend, delay, or interrupt all or any part of the Subcontractor's Work for such period of time as may be determined to be

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appropriate for the convenience of Maintco Corp. Phased or interrupted Work when required shall not be deemed a suspension of Work.

The Subcontractor shall notify Maintco Corp. in writing within five (5) calendar days after receipt of Maintco Corp.'s order of the effect of such order upon the Subcontractor's Work. To the extent, and only to the extent, allowed Maintco Corp. under the Contract Documents, the Subcontract Price or Schedule of Work shall be adjusted by Subcontract Change Order for any increase in the time or cost of performance of this Agreement caused by such suspension, delay, or interruption. Neither the Subcontract Price nor the Schedule of Work shall be adjusted under this Section for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed or interrupted by the fault or negligence of the Subcontractor or by a cause for which the Subcontractor would have been responsible.

Section 12.05 WRONGFUL EXERCISE.

If Maintco Corp. wrongfully exercises any option under this Section 12, Maintco Corp. shall be liable to the Subcontractor solely for the reasonable value of work performed by the Subcontractor prior to Maintco Corp.'s wrongful action, including reasonable overhead and profit, less prior payments made. Subcontractor shall not be entitled to recover any other incidental or consequential damages, including but not limited to profits attributable to unperformed Work.

Section 12.06 REMEDIES CUMULATIVE.

All the rights and remedies of Maintco Corp. in the event of a default by Subcontractor under this Agreement shall be cumulative to the greatest extent permitted by law and shall be in addition to all other rights and remedies available to Maintco Corp. at or in equity.

Article XIII. SUSPENSION OR TERMINATION BY CLIENT

Section 13.01 SUSPENSION BY CLIENT.

Should the Client suspend Maintco Corp.'s contract or any part of Maintco Corp.'s contract which includes the Subcontractor's Work, Maintco Corp. shall so notify the Subcontractor in writing and, upon receipt of said notice, the Subcontractor shall immediately suspend the Work.

Section 13.02 TERMINATION BY CLIENT.

If the Client, for any reason, terminates Maintco Corp.'s contract or any part that includes the Subcontractor's Work, Maintco Corp. shall so notify the Subcontractor in writing and upon receipt of said notice, this Agreement shall also be terminated and the Subcontractor shall immediately stop the Work.

Section 13.03 CLAIMS FOR CLIENT SUSPENSION OR TERMINATION.

In the event of such Client suspension or termination, Maintco Corp.'s obligation to the Subcontractor is limited to the extent of Maintco Corp.'s recovery, on the Subcontractor's behalf, under the Contract Documents. Maintco Corp. agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any Subcontractor claim

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arising out of a Client suspension and to permit the Subcontractor to prosecute said claim, in the name of Maintco Corp. for the use and benefit of the Subcontractor. Administrative and overhead costs, attorney's fees and other expenses incurred by Maintco Corp. while assisting the Subcontractor in the prosecution of such claim shall be deducted from any recovery paid to Subcontractor.

Section 13.04 STIPULATION.

The provisions of this Section 12 shall not be construed to create any obligation upon Maintco Corp. to pursue any claim or litigation on behalf of the Subcontractor.

Article XIV. LABOR RELATIONS AND IMMIGRATION COMPLIANCE

Section 14.01 COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986 ("IRCA").

Maintco Corp. and Subcontractor agree that Subcontractor shall be obligated to comply with all requirements imposed on employers under IRCA with regard to every Subcontractor employee ("Employee") who will perform services for Subcontractor, where such service is provided in connection with Subcontractor's performance of this Subcontract. Subcontractor further agrees that Subcontractor is the "employer" as that term is defined at 8 C.F.R. Section 274a.1(g), and that Maintco Corp. is not the "employer" as so defined, with regard to such Employees. In furtherance of its duties as employer under IRCA, Subcontractor agrees to do the following:

A. Complete USCIS Form I-9 for all Employees.

Subcontractor agrees that it has sole responsibility for completing Form I-9 for all Employees who provide services as a part of Subcontractor's performance of this Subcontract Agreement, and that it will do so and will further update such Form to the extent required by law. Subcontractor further warrants that all of Subcontractor's agents and/or employees who complete Form I-9 for such Employees will be knowledgeable of all Form I-9 requirements, including but not limited to, knowledge of which documents do and do not satisfy the requirements of Form I-9, and that such agents and employees will otherwise complete Form I-9 in full compliance with IRCA. Additionally,

- (i) In the event that Client, Contractor, Subcontractor or any other subcontractor on the Project receives a Notice of Inspection from U.S. Immigration and Customs Enforcement (ICE) or any other governmental authority, Subcontractor shall immediately comply with such Notice, and provide all documentation required or requested by ICE, including but not limited to the production of I-9's for all employees on the Project;
- (ii) In the event that Client requests or mandates inspection of Subcontractor's Employees' I-9's and/or other documentation, Subcontractor shall immediately comply with such request by Client, and provide all documentation required or requested by Client for review and inspection.

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(iii) In Maintco Corp.'s sole discretion, Maintco Corp. may require third party audits of Employees' I-9's, documentation and/or a background check of Subcontractors' Employees, and Subcontractor shall promptly comply with any such requests, and further shall cooperate with Maintco Corp. in the administration of these audits so as avoid any delay or disruption of the Project,

(iv) An officer of Subcontractor shall execute the Affidavit, attached as Exhibit F to this Agreement, and shall provide the executed and notarized Affidavit to Maintco Corp. as a condition precedent to Subcontractor's Employees commencing Work on the Project.

B. Subcontractor's Warranty of Employment Authorization for all Employees.

Subcontractor hereby warrants that no Employee will provide services pursuant to this Subcontract Agreement until Subcontractor has completed Form I-9 for such Employee in the manner required by IRCA. Subcontractor further warrants that it will not permit any Employee to perform services under this subcontract who Subcontractor knows or has reason to believe is not authorized to work in the United States, regardless of whether such individual is able to produce documents which satisfy the requirements of Form I-9.

Subcontractor understands that Maintco Corp. is acting in reliance on Subcontractor's warranty as described in this subparagraph and further states that without Subcontractor's warranty that it has taken all necessary steps to comply with IRCA and that Subcontractor believes all Employees are authorized to work in the United States.

C. Removal of Employees not Authorized for Employment in the United States.

Subcontractor agrees that if at any time after it assigns an Employee to perform services under this subcontract, Subcontractor learns or has reason to believe that any Employee is not authorized to work in the United States; Subcontractor shall immediately so inform Maintco Corp. and Subcontractor shall cease assigning work to such Employee providing services under this Subcontract. If Maintco Corp. learns or has reason to believe that any Employee is not authorized to work in the United States, upon notification by Maintco Corp. Subcontractor shall immediately cease assigning work to any such Employee(s) providing services. A failure of Subcontractor to take immediate action upon notice shall be a material breach and grounds for default termination under Section 12 of this Subcontract.

D. Indemnification and Hold Harmless.

Subcontractor agrees that in any event any government agency, Client or Maintco Corp. determines that any Employee hired by Subcontractor to perform duties under this subcontract is not authorized for employment in the United States, Subcontractor shall indemnify and hold harmless Maintco Corp. and any of Maintco Corp.'s agents, employees, officers, directors, trustees, or other persons acting on Maintco Corp.'s behalf, from any liability incurred by Maintco Corp. as a result of such determination. Such indemnification shall include, by way of example but not in any way limited to, any civil or criminal fines or penalties assessed, alleged

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and any costs incurred in responding to or participating in any government investigation, finding, recommendation, hearing, appeal or any other proceeding, including attorneys' fees and costs as well as any costs, fees or damages assessed or incurred by Maintco Corp. and/or Client. Such indemnification shall also include, but not in any way be limited to costs resulting from a stop work order from a governmental agency or the Client relating to undocumented workers of Subcontractor or Subcontractor's subcontractor or suppliers, or other Project consequences resulting from Subcontractor's violation of this Section.

E. Termination for Default.

Failure of subcontractor to comply with any provision of this Section 14 may be a material breach and default of the Subcontract as determined by Maintco Corp. in its sole discretion which shall entitle Maintco Corp. to recover from Subcontractor all costs, damages, losses, attorneys' fees, and consultants' costs, as well as reprourement costs pursuant to Section 12 of this Subcontract.

F. Consequential Damages and Effects on Schedule.

If, pursuant to Section 14.1C above and Section 12 of this Subcontract, Subcontractor is default terminated, or if Subcontractor's work force is adversely affected by the removal of Employees not authorized to work in the United States from the Project in compliance with this Section, Subcontractor shall be liable to Maintco Corp. for any and all damages, costs and fees, including but not limited to, schedule recovery costs, reprourement costs and all other costs recoverable by Maintco Corp. under Section 12 of this Subcontract.

Section 14.02 LABOR HARMONY.

Subcontractor and its lower tier Subcontractors shall not employ anyone in the Subcontractor's Work whose employment may be objectionable to Maintco Corp. or the Client. All labor used throughout the Work by Subcontractor or any of its lower tier Subcontractors shall be of a standing or affiliation that will permit the Project to be carried on harmoniously and without delay, and that will not, in any case, or under any circumstances, cause any disturbance, interference or delay to the progress of the Project.

Section 14.03 13.3 LABOR DISPUTES.

Subcontractor and all persons in privity with it agree that, where its Work or any of the Work of Maintco Corp. or other Subcontractors is stopped or delayed or interfered with by strikes, slow-downs or work interruptions or the threats thereof, resulting from an act or failure to act of Subcontractor and/or those in privity with it, or any of their employees or agents, then Maintco Corp. at its sole option, shall afford Subcontractor twenty- four (24) hours' notice wherein Subcontractor shall take action to maintain the harmony of the Work, or make such other arrangements, satisfactory to Maintco Corp. that will ensure the harmonious continuation of the Work. Subcontractor's failure to so comply within the allotted time shall be an event of default, for which Maintco Corp. may, at its sole option, terminate this Agreement pursuant to Section 12.1.

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Article XV. IDEMNIFICATION

Section 15.01 14.1. SUBCONTRACTOR'S PERFORMANCE.

To the fullest extent permitted by law, Subcontractor shall defend, indemnify (at Subcontractor's sole cost and expense and with legal counsel reasonably acceptable to Contractor and at the option of Contractor), protect and hold harmless Contractor, Owner and Architect and their respective subsidiaries, divisions and affiliated companies, Partners or joint ventures, such parties' representatives, Partners, members, designees, officers, directors, shareholders, employees, agents, successors and assigns and any lender of Contractor with an interest in the Project (individually, an "Indemnified Party", collectively, the "Indemnified Parties"), from and against any and all claims, demands, allegations, obligations, damages, actions, causes of action, suits, losses, judgments, settlements, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert or consultants' fees, repair or replacement costs, and costs incurred as a result of such claims or in enforcing this indemnity provision) of every kind and nature whatsoever (individually, a "Claim", collectively, "Claims") which may arise from or is in any manner related to, directly or indirectly, any work performed or services provided under this Agreement (including, without limitation, defects in workmanship or materials and/or design defects) or Subcontractor's presence or activities conducted on the Project (including without limitation, acts, errors and/or omissions of Subcontractor, its principals, officers, agents, employees, vendors, suppliers, consultants, Sub-subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them [individually, a "Subcontractor Party"; collectively, "Subcontractor Parties"]), regardless of any breach of warranty or contract, or strict liability of an Indemnified Party including, without limitation, the following:

- (i) Property damage including, but not limited to, damage to both real and/or personal property, costs to repair defects in property, diminution in property value, loss of use, loss of economic value, consequential losses, and any other damages associated with damage to, destruction of, defects in, or loss of real or personal property caused, or alleged to be caused, in whole or in part, by any act, omission, or failure to act by Subcontractor or any Subcontractor Party. All work covered by this Agreement done at the site or in preparing or delivering materials or equipment, or any or all of them, to the site shall be at the risk of Subcontractor exclusively until the completed Work is accepted by Contractor.
- (ii) Personal injury including, but not limited to, bodily injury, toxic exposure, emotional injury, sickness or disease, or death to persons including, without limitation, loss of use and enjoyment, emotional injury to, sickness or disease, or death of persons including, without limitation, employees, agents, guests, or invitees of Indemnified Parties, or any other person caused, or alleged to be caused, in whole or in part, by any act or omission to act of Subcontractor or any Subcontractor Party.

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- (iii) Penalties and/or response costs imposed on account of the violation of any, law, order, citation, rule, regulation, standard, ordinance, or statute, caused or alleged to be caused by the act or omission to act of Subcontractor or any Subcontractor Party, including but not limited to, any violation or infraction by Subcontractor of any law, order, citation, rule, regulation, standard, ordinance, or statute in any way relating to the occupational health or safety of employees.
- (iv) All liability for (1) mechanics' liens, stop notice claims and payment bond claims made any sub-contractor, suppliers, laborers, rental coMSAnies, or the like, and (2) claims and liens for labor taxes, materials, appliances, equipment, and supplies whatsoever, including any costs, attorneys' fees, and incidental damage resulting therefrom; and for failure by Subcontractor or any Subcontractor Party to comply with all laws, ordinances and regulations of all governmental authorities in any manner relating to Subcontractor's Work.
- (v) Labor Relations and Subcontractor Employees.
- (vi) Any failure or alleged failure of Subcontractor to comply with the provisions of Section 16, Insurance.
- (vii) Any failure or alleged failure to comply with the terms of this Agreement, the Subcontract Documents or the Contract Documents.

The indemnification provisions of (i) through (vii) above, and elsewhere in this Agreement, shall apply the date Subcontractor begins at the Project, regardless of whether this Agreement is executed after Subcontractor begins the Work, and shall extend to Claims arising after this Agreement is terminated, including a dispute as to the termination of Subcontractor. The indemnity obligations of Subcontractor shall continue until such time it is determined by final judgment that the Claim against the Indemnified Parties is fully and finally barred by the statute of limitations, which may be construed to be expressly and/or impliedly tolled as to Subcontractor by Indemnified Parties or by operation of law. The indemnity provisions apply to any acts or omissions, whether active or passive on part of Subcontractor or a Subcontractor Party. Subcontractor's obligations to indemnify, defend, and hold Indemnified Parties harmless shall apply with full force and effect regardless of any act or omission to act, passive negligence or fault of the Indemnified Parties. Subcontractor shall not be obligated under this Agreement to indemnify Contractor or any Indemnified Party for Claims in contravention of California Civil Code Section 2782 or 2782.05. Subcontractor's obligations to defend and indemnify are in addition to any liability Subcontractor may have to Contractor or any Indemnified Party for a breach by Subcontractor of any of the provisions of this Agreement. Nothing in Subcontractor's indemnity obligations shall be construed to negate, abridge or otherwise reduce any of Contractor's other contractual rights or further rights of indemnity which would otherwise exist provided such further indemnity rights comply with California Civil Code Section 2782 and 2782.05. Indemnified Parties shall be entitled to recover their attorney's fees and costs associated with enforcing any duty to defend and indemnity provisions set forth in this Agreement. Evidence of insurance procured by Subcontractor shall be deemed admissible in any

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legal proceeding and/or arbitration for any purpose, including evidence that the parties expressly bargained for a commercially reasonable risk allocation. The indemnification obligations of Subcontractor under this Section and elsewhere in this Agreement shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which Subcontractor is required to carry under this Agreement. The right to indemnification from Subcontractor under this Section shall be in addition to Indemnified Parties' separate rights under the insurance to be provided by Subcontractor under this Agreement.

Section 15.02 DUTY TO DEFEND AS SEPARATE OBLIGATION

Subcontractor's duty to defend the Indemnified Parties is entirely separate from, independent of, and free- standing from Subcontractor's duty to indemnify the Indemnified Parties and applies whether the issue of Subcontractor's liability, breach of this Agreement or other obligation or fault has been determined (provided, that some fault or negligence exists on the part of the Subcontractor or Subcontractor Party, or is alleged to exist, and arises out of Subcontractor's scope of work) and whether the Indemnified Parties (or any of them) have paid any sums or incurred any detriment. Such defense obligation shall arise immediately upon written notice of Claim being provided to Subcontractor in accordance with California Civil Code 2782.05 and includes, without limitation, the obligation to defend Contractor and any other Indemnified Parties with respect to any alternative dispute resolution proceeding authorized under this Agreement, as well as matters related to investigation and resolution of Claims.

With respect to any Claims against Indemnified Parties as to which Subcontractor owes to the Indemnified Parties a defense obligation, Subcontractor, having considered its options available at law, hereby elects to proceed under California Civil Code Sections 2782(e)(2) and/or 2782.05(e)(2), and further agrees that upon final resolution of any such Claim, any reimbursement for defense fees and costs previously paid by Subcontractor shall be governed by such provisions of the California Civil Code.

Subcontractor shall, at Subcontractor's own cost, expense and risk, defend (with counsel designated by Indemnified Parties) all Claims that may be brought or instituted by third persons, including, but not limited to, governmental agencies or employees of Subcontractor, against Indemnified Parties, subject to the provisions of California Civil Code Sections 2782(e)(2) and/or 2782.05(e)(2).

Subcontractor shall reimburse the Indemnified Parties for any and all legal expenses incurred by any of them in connection herewith or in enforcing the indemnity granted in this Section.

Section 15.03 COMPLIANCE WITH CALIFORINIA CIVIL CODE 2782.05.

Notwithstanding anything herein to the contrary, and in compliance with California Civil Code 2782.05, Subcontractor shall not be obligated to insure or indemnify, including the cost to defend, (1) the Indemnified Parties against liability to the extent the Claims arise out of the active negligence or willful misconduct of the Indemnified Parties, (2) for defects in design

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furnished by the Indemnified Parties, or (3) to the extent the Claims do not arise out of the scope of work of Subcontractor; provided however, that Subcontractor shall be responsible for defense and indemnification to the fullest extent permitted by law under this Section for Claims, or portions thereof, to the extent alleged to be caused by Subcontractor or if such Claims are related to or arise out of Subcontractor's scope of work, including any vicarious liability claims against the Indemnified Parties resulting from the Subcontractor's scope of work.

Except as otherwise provided by the statutes or public policy of the State of California, Subcontractor's obligations under this Section do not affect, and are not affected by, the insurance required of Subcontractor pursuant this Agreement.

Section 15.04 NO LIMITATION OF LIABILITY

Notwithstanding anything herein to the contrary, and in compliance with California Civil Code 2782.05, Subcontractor shall not be obligated to insure or indemnify, including the cost to defend, (1) the Indemnified Parties against liability to the extent the Claims arise out of the active negligence or willful misconduct of the Indemnified Parties, (2) for defects in design furnished by the Indemnified Parties, or (3) to the extent the Claims do not arise out of the scope of work of Subcontractor; provided however, that Subcontractor shall be responsible for defense and indemnification to the fullest extent permitted by law under this Section for Claims, or portions thereof, to the extent alleged to be caused by Subcontractor or if such Claims are related to or arise out of Subcontractor's scope of work, including any vicarious liability claims against the Indemnified Parties resulting from the Subcontractor's scope of work.

Except as otherwise provided by the statutes or public policy of the State of California, Subcontractor's obligations under this Section do not affect, and are not affected by, the insurance required of Subcontractor pursuant this Agreement.

Article XVI. INSURANCE

If a CCIP is offered on this Project pursuant to the MSA herein, then Section 16 is intentionally omitted. If the Subcontractor is required to provide insurance independent of a CCIP pursuant to MSA, then Section 16 shall apply.

Section 16.01 SUBCONTRACTOR'S INSURANCE.

Prior to beginning the Work for any project during the Master Subcontract Term, the Subcontractor shall procure for its Work, and furnish proof of, Workers' Compensation Insurance, Employer's Liability Insurance, Commercial (Comprehensive) General Liability Insurance (including contractual liability insurance covering Subcontractor's obligations under Section 15), Comprehensive Automobile Liability Insurance, and all other insurance and extensions thereof required of Maintco Corp. insofar as the requirements relate to Subcontractor's Work. Subcontractor's general liability insurance must include an additional insured endorsement that generally describes additional insureds as those individuals or entities Subcontractor has a contractual obligation to name as an additional insured. FOR PROJECT SPECIFIC CERTIFICATES OF INSURANCE: Maintco Corp. shall be named as an additional insured

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on the Subcontractor's Commercial (Comprehensive) General Liability, Automobile Liability and Umbrella Liability policies. FOR "ALL OPERATIONS" CERTIFICATES OF INSURANCE: Maintco Corp. shall be named as an additional insured on the Subcontractor's Commercial (Comprehensive) General Liability, Automobile Liability and Umbrella Liability policies. Subcontractor shall procure and maintain at all times during the course of the Work (including corrective or warranty work) the required insurance with limits of liability not less than those listed below. Policies shall be in a form satisfactory to Maintco Corp. and issued by insurers licensed to do business in the state where the Project is located and who are rated no lower than A by Best Insurance Guide. Each certificate is to be either project specific OR for ALL OPERATIONS and name Maintco Corp. as Certificate Holder. Subcontractor shall also provide to Maintco Corp. a copy of Subcontractor's additional insured endorsement. Project Specific certificates with need to be issued for each project Subcontractor is contracted for, referencing job name and city. All Operations certificates will need to be provided annually upon renewal.

The limits of insurance set forth below shall not be subject to a self-insured retention or a deductible greater than \$25,000. Subcontractor shall be responsible to pay such amounts.

(a) WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY.

(a) Statutory coverage in each state in which Subcontractor's employees are engaged in the performance of the

Work;

(b) Employer's Liability:

\$100,000 - bodily injury for each accident

\$500,000 - policy limit for bodily injury by disease

\$100,000 - for each employee for bodily injury by disease.

(b) COMMERCIAL GENERAL LIABILITY.

(a) Limits of Liability:

\$1,000,000 - general aggregate

\$1,000,000 - products and completed operations aggregate

\$1,000,000 - personal and advertising injury

\$1,000,000 - each occurrence

(b) Coverage Details:

Coverage shall be by Standard Commercial General Liability Occurrence Form including: Personal and Advertising Injury, Contractual Liability, Explosion, Collapse and Underground

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Liability (if applicable), Broad Form Property Damage, Independent Contractors, and Products and Completed Operations.

This policy shall add Maintco Corp. and Client as an insured thereunder by proper endorsement if Certificate of Insurance ("COI") is project specific. This policy shall add Maintco Corp. as an insured thereunder by proper endorsement if COI is for "All Operations"

(c) AUTOMOBILE LIABILITY

(a) Limits of liability: \$1,000,000 per accident

(b) Coverage details: All owned non-owned and hired vehicles.

(D) PROFESSIONAL LIABILITY.

Professional Liability (Errors and Omissions) coverage with a minimum limit of \$1,000,000 each claim and \$1,000,000 in the aggregate, if required by the MSA.

(E) EXCESS UMBRELLA LIABILITY.

Subcontractor shall include Excess or Umbrella Liability Insurance in an amount not less than indicated in the MSA.

(F) CERTIFICATE OF INSURANCE.

Subcontractor shall furnish Maintco Corp. with a certificate of insurance (or certified copies of its insurance policies), for the specific project or for "All Operations" which Subcontractor warrants and represents is a true and accurate representation of Subcontractor's existing insurance coverage.

This PROJECT SPECIFIC certificate shall indicate all endorsements, including Maintco Corp. as additional insured by standard endorsements CG2010 (07/04) and CG2037 (07/04). A waiver of subrogation is required for worker's compensation in favor of Maintco Corp..

This ALL OPERATIONS certificate shall indicate all endorsements, including Maintco Corp. as additional insured by standard endorsements CG2010 (07/04) and CG2037 (07/04). A waiver of subrogation is required for worker's compensation in favor of Maintco Corp.

Products and completed operations coverage shall extend and continue in effect through and until the claims limitation period set forth in the applicable state statute of repose expires or, if no statute of repose exists, then through the period set forth in the applicable statute of limitations for the state in which the project is constructed.

(E) TAXES AND WORKER'S COMEPNSATION FOR PREFERRED PARTNERS

The Preferred Partner shall comply with all federal, state and local tax laws, social security acts, unemployment compensation acts and worker's compensation acts insofar as

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applicable to the performance of this Subcontract. In respect to any and all employees, consultants and independent contractors hired by the Preferred Partner, the Preferred Partner is responsible for the payment and withholding of all state, federal and local employment taxes, including social security benefits, FICA, or any similar tax, where necessary and appropriate, and that all such employees, consultants, and independent contractors shall be the responsibility of Preferred Partner. Any costs that Contractor bears due to the Preferred Partner status shall be directly deducted from the Preferred Partner's invoice prior to project payment. An example of an incurred cost would be increased workman's compensation that Maintco must pay due to the Preferred Partner failing to provide an certificate of insurance or certificate of insurance waiver form.

Certificates may be emailed to accounting@maintco.com, entered through the Project Management Mobile App, or emailed to the project coordinator.

Section 16.02 CANCELLATION, RENEWAL OR MODIFICATION.

All insurance policies shall contain a provision that the coverages afforded thereunder shall not be cancelled or not renewed or restrictive modifications added, until at least thirty (30) days prior written notice has been given to Maintco Corp. unless otherwise specifically required in the Subcontract Documents.

No progress payment will be made unless Maintco Corp. has been furnished evidence of required coverages and endorsements as required by this Subcontract.

In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, Maintco Corp. may purchase such coverage and charge the expense thereof to the Subcontractor, or terminate this Agreement.

Section 16.03 WAIVER OF RIGHTS.

Maintco Corp. and Subcontractor waive all rights against each other and the Client, separate contractors, and all other Subcontractors for loss or damage to the extent covered by Builder's Risk or other similar insurance covering improvements or materials at the Project site, except such rights as they may have to the proceeds of such insurance.

If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Subcontract Documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for portions of the Subcontractor's Work stored off the site or in transit, when such portions of the Subcontractor's Work are to be included in an application for payment under Section 6.

Section 16.04 ENDORSEMENT.

If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

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Section 16.05 PRIMARY COVERAGE.

The insurance required of Subcontractor must be primary and non-contributory with Maintco Corp.'s insurance program.

Article XVII. DISPUTE RESOLUTION

Section 17.01 Work Continuation and Payment.

Subcontractor shall not delay or postpone any Work pending resolution of any Claim, dispute or disagreement, except as the Contractor and Subcontractor may otherwise agree in writing.

Pending final resolution of a Claim, mediation, arbitration or other dispute resolution proceeding, Subcontractor shall proceed diligently with the performance of the Work, including any disputed work, and based on such performance, Contractor shall continue to make payments for undisputed Work in accordance with the Subcontract Documents.

Section 17.02 Multiple Party Proceeding.

Contractor and Subcontractor agree that all parties necessary to resolve a Claim or dispute shall be parties to the same dispute resolution proceeding. Subcontractor acknowledges and represents it has had a reasonable opportunity to read and understand all Contract Documents and has in fact read such Contract Documents including any applicable Dispute Resolution provisions contained in the Contract Documents between the Client and Contractor.

Subcontractor agrees to be bound to Contractor to the same extent as Contractor is bound to Client in regards any such Dispute Resolution provisions. To the extent Claims or disputes between Contractor and Subcontractor involve, in whole or in part, disputes or claims between the Contractor and Client, then such disputes and Claims between Subcontractor and Contractor shall be resolved according to the dispute resolution procedures of the Contract Documents and shall be decided by the same person or tribunal and in the same forum as disputes and claims between the Contractor and the Client. It is the intent of the Parties that Subcontractor join in and be a party to all dispute resolution proceedings between Client and Contractor including, but not limited to, mediation, arbitration, and litigation, as applicable, which directly or indirectly involve Subcontractor's

Work and obligations under this Agreement in order to promote efficient resolution of disputes, to prevent the possibility of conflicting rulings on a common issue of law or fact, and to otherwise prevent a risk of the Parties being subjected to inconsistent obligations or decisions. If the Contract Documents provide for arbitration and Subcontractor fails or refuses to appear or participate in the arbitration, or any portion of the arbitration, after having been given notice and an opportunity to participate, by failing to participate in arbitrator selection, failing to pay arbitrator costs or fees, failing to respond to the arbitration demand, failing to provide the arbitrator with papers or information demanded, or failing to appear at hearings, as provided in this Agreement, the arbitration will proceed and the arbitrator may render a final award on the basis of the evidence presented by the participating parties. Subcontractor agrees to be bound to Contractor by all decisions, findings or determinations made by the person or tribunal so

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authorized in the Contract Documents. An award rendered under such circumstances is valid and enforceable as if all parties had participated fully.

Section 17.03 Subcontractor Cooperation.

In the event it is not possible to join Subcontractor's Claim or dispute in the dispute resolution procedures between Client and Contractor as provided in Paragraph 17, Subcontractor agrees to cooperate fully with Contractor and to furnish all documents, statements, witnesses and other information required by Contractor for prosecution or defense of Subcontractor's Claim by Contractor and Subcontractor shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' fees, incurred in connection therewith to the extent of Subcontractor's interest in such Claim or dispute. Subject to compliance with all applicable laws, including but not limited to those relating to false claims, dispute and claim certifications, and cost and pricing data requirements, Contractor's sole obligation with respect to prosecution of Claims on behalf of Subcontractor is to present any timely filed claims by Subcontractor to Client under the dispute resolution procedures of the Contract Documents and, subject to the other provisions of this Agreement, to pay to Subcontractor the proportionate part of any sums paid by the Client to which Subcontractor is entitled. Contractor shall have no obligation to pay such sums until Client has made actual payment to Contractor after negotiation, mediation or final conclusion of arbitration or litigation as the case may be.

Section 17.04 Disputes between Contractor and Subcontractor.

In the event that the provisions for resolution of disputes between Contractor and Client contained in the Contract Documents do not permit joinder with disputes of third parties, such as Subcontractor, and Contractor elects not to enter into a Liquidating agreement with Subcontractor, or if such dispute is only between Contractor and Subcontractor, then the Parties shall submit the disputes or Claims to the dispute resolution procedure set forth in section 17. Contractor reserves the right to seek consolidation of any mediation, lawsuit or arbitration arising under this Agreement with any mediation, lawsuit or arbitration relating to disputes between Contractor and Client. "Any decision on consolidation of any Litigation, Arbitration or Mediation shall be made by the Court or Arbitrator identified in the Dispute Resolution provision between the Client and Contractor.

Section 17.05 Mediation between Contractor and Subcontractor.

The Parties shall endeavor to resolve their disputes and Claims through mediation. Any such mediation proceedings shall be under the auspices of and governed by the rules of the Contract Documents. If the Contract Documents do not provide rules for mediation, the mediation shall be governed by the Construction Industry Mediation Rules of the American Arbitration Association or the Parties may mutually agree to select another set of mediation rules. In such event, neither Party shall proceed with litigation until the completion of mediation proceedings. The costs of the mediator shall be shared equally by the Parties.

(i) A request for mediation shall be filed in writing with the other Party to this Agreement and with the mediation tribunal. The request shall be made before the filing of any litigation but, in

Initials _____



such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 90 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. Mediation of any such claims shall be a condition precedent to the filing of any lawsuit unless the filing of a lawsuit was necessary to avoid any applicable statute of limitations defense or other time requirement. If such filing is done for this purpose, then the parties agree to stay such matters for 15 days after completion of any such Mediation but not more than 90 days after demand for Mediation is made unless stayed for a longer period by agreement of the Parties or court/arbitrator order.

(ii) The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof and such Agreements shall be memorialized in writing at the Mediation and signed by Authorized representatives of each Party to the Agreement. Such Agreement shall be enforceable pursuant to California Code of Civil Procedure 664.6 or any other similar statute of another jurisdiction if applicable.

Section 17.06 Litigation for Disputes Not Settled Through Mediation

Unless otherwise agreed to in writing, for disputes that are not governed by section 17 above and after Mediation contemplated by paragraph 16(e), the Parties agree to resolve such disputes in either the state or federal court having jurisdiction of the matter in the location of the Project. Parties waive the right to a jury trial, and agree that their dispute will be determined by a judge. The Parties specifically agree and acknowledge that the nature and complexity of construction disputes is such that matters are better and more efficiently decided by a judge rather than a jury.

Section 17.07 Joinder of Other Parties.

Subcontractor shall include in each of its contracts with its sub subcontractors and suppliers a specific provision whereby the necessary party agrees to be joined or consolidated with any dispute procedure between Contractor and Subcontractor. Further, the Contractor and Subcontractor grant to any person or entity made a party to and conducted under this Section, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor under this Agreement.

Article XVIII. MISCELLANEOUS PROVISIONS

Section 18.01 GOVERNING LAW AND VENUE.

This Agreement shall be governed by and interpreted in accordance with the laws of the state where the project is located. Any dispute, claim or other legal action concerning this Subcontract Agreement, including any arbitration or litigation proceedings, shall be conducted in the county where the project is located, unless Contractor and Subcontractor agree to a more suitable and agreeable venue.

Initials _____



Section 18.02 SEVERABILITY AND WAIVER.

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

Section 18.03 TITLES

The titles given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

Section 18.04 ATTORNEYS' FEES.

The Subcontractor shall reimburse Maintco Corp. for all of Maintco Corp.'s attorney's fees, court costs and other expenses incurred in enforcing or declaring the Subcontractor's obligations under this Agreement, incurred in exercising any right or remedy hereunder or under law or equity in the event of a default by the Subcontractor, or incurred in any litigation or arbitration in which Maintco Corp. without its fault, becomes involved by reason of the existence of this Agreement.

Section 18.05 WRITTEN NOTICES.

Written notices to Maintco Corp. required by this Agreement shall be addressed to Maintco's current CEO and COO, 20 W Burbank Blvd, Burbank, CA 91502. Written notices to Subcontractor required by this Agreement shall be sent to the address given by the subcontractor. Any notice sent by mail shall be deemed to have been received the third calendar day after the date of mailing. Notice may also be delivered by hand delivery or fax, in which event notice shall be deemed effective on the date such notice, is given.

Section 18.06 ENTIRE AGREEMENT.

This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and supersedes all prior contemporaneous negotiations, representations, understandings or agreements, either written or oral. This Agreement shall not be modified except by a separate written instrument signed by the parties.

Article XIX. SPECIAL PROVISIONS

Section 19.01 BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of Maintco Corp. Subcontractor, and their successors and assigns.

Section 19.02 PRECEDENCE.

It is understood the Work to be performed under this Agreement, including the terms and conditions thereof, is as described in Section 1 through 20 herein together with the MSA, which

Initials _____



are intended to complement same. However, in the event of an inconsistency, these Special Provisions shall govern.

Section 19.03 INCONSISTENCIES AND OMISSIONS.

Should inconsistencies or omissions appear in the Subcontract Documents, it shall be the duty of the Subcontractor to so notify Maintco Corp. in writing within two (2) working days of the Subcontractor's discovery thereof. Upon receipt of said notice, Maintco Corp. shall instruct the Subcontractor as to the measures to be taken and the Subcontractor shall comply with Maintco Corp.'s instructions.

Section 19.04 CROSS REFERENCE OF DOCUMENTS.

Subcontractor shall review all specifications, drawings, reports and existing conditions which affect the relationship of Subcontractor's Work to the complete project, and be responsible for that relationship. By way of example, a roofing Subcontractor shall be responsible for including and performing mechanical and plumbing roof penetrations, which may or may not be detailed on the roof plans and details, but may be shown on the mechanical drawings.

Section 19.05 SUBCONTRACT DOCUMENTS.

The Subcontract Documents are identified as follows and incorporated by reference: (a) Drawing List - Exhibit A

(b) Insurance Compliance - Exhibit B

(c) Supplier List - Exhibit C (to be provided by Subcontractor for Each Project)

(d) Code of Ethics - Exhibit D

(e) Job Site Rules & Regulations - Exhibit E

(f) Affidavit and Certification of Employee Authorization to Work in the United States - Exhibit F

(g) Exhibit H -(check one) –N/A

| | If CCIP is used on this Project pursuant to 1.10 herein, then Exhibit H is the Contractor

Controlled Insurance Program.

| | If a CCIP is not used on this Project, then Exhibit H is intentionally omitted, and Section 17 of this Subcontract shall apply.

(h) This Agreement

(i) The Contract Documents identified in the contract between the Client and Maintco Corp. including but not limited to the signed agreement between the Client and Maintco Corp. conditions of the contract (general, supplementary, special and other conditions), drawings, specifications, addenda, change orders, MSA, other written modifications, and other documents enumerated therein; and

Initials _____



(j) Any executed Project Specific Master Subcontract Purchase Orders. (k) Exhibit "1" – Scope of Work

Section 19.06 CCIP DOCUMENTS.

If a CCIP is used on this Project as indicated in the MSA, Subcontractor shall maintain all records, correspondence and other documents in accordance with the requirements of the CCIP audit requirements.

Initials _____



Article XX. SIGNATURE

WITNESS WHEREOF, The parties have caused this Agreement to be executed, without alteration, by their duly authorized representatives, as of _____:

THIS MAINTCO PARTNER IS ACKNOWLEDGED AND EXECUTED AS OF THE DATE SET FORTH ABOVE:

Company Name

CA License Number (N/A if preferred Partner)

Owner/President/CEO

Signature

Date

MAINTCO CORP.

Owner/President/CEO

Signature

Date

20 West Burbank Blvd
Burbank, CA 91502

CA License #696478

Initials _____



Article XXI. ADDENDUM

Section 21.01 EXHIBIT A. - DRAWINGS I SPECIFICATIONS LIST

****Please refer to your Bid Invitation and the MSA••**

Exhibit C [SAMPLE]

SUPPLIER LIST – to be provided by Subcontractor for EACH project

Per the Subcontract Agreement, the Subcontractor is responsible for payment of all material, equipment, and labor due to their suppliers. Please provide the following information:

Material Suppliers:

Supplied: Name: Address:

Supplied: Name: Address:

Supplied: Name: Address:

Supplied: Name: Address:

Supplied: Name: Address:

Rental Equipment: Name: Address:

Phone

Labor In House: Name: Address:

Phone:

Yes No (If No, please fill out)

No Suppliers Needed (Please sign)

No payment will be processed until this is returned along with your Subcontract. If you have any questions, please do not hesitate to call.

Return this completed Material Supplier Sheet along with executed MSA.

Initials _____



Section 21.02 EXHIBIT D -CODE OF ETHICS

Code of Ethics Compliance Pledge for Subcontractors and Vendors of Maintco Corp. Inc.

Qualifications. Our Company seeks to perform contracts only for projects for which our Company has the technical competence and experience. Our Company does not accept contracts for which it is not qualified. Our Company assigns staff to projects in accordance with their qualifications and commensurate with the demands of the services to be provided under the contract.

Competition. Our Company competes fairly for contracts, avoiding any practice that might be construed to be in violation of the letter or spirit of the antitrust laws. Our Company avoids any activity that could be construed as bid shopping or peddling. Our Company does not knowingly violate any law or regulation governing the competitive process.

Standards of Practice. Our Company provides materials and services in a manner consistent with the established and accepted standards of the construction industry and with the laws and regulations that govern it. Our Company performs its contracts with competence, reasonable care and diligence. Our Company establishes prices that are commensurate with its services. Our Company shall serve Maintco Corp. with honesty and integrity. Safety shall be our number one priority on all job sites at all times.

Conflicts of Interest. Our Company endeavors to avoid conflicts of interest, both corporate and individual. Where a corporate conflict exists, our Company will disclose such conflict to Maintco Corp. Our Company regularly educates its staff about personal conflicts of interest and has established a procedure for internal disclosure.

Image of the Construction Industry. Our Company avoids actions that promote its own self-interest at the expense of the construction industry and upholds the standards of the construction industry with honor and dignity.

Public Safety. Our Company assures that the safety of its employees, the employees of others on the job site, and the general public are protected during the provision of its services.

Service Providers and Suppliers. Our Company treats its service providers and suppliers in an equitable manner, assuring that they are provided clear direction and prompt payment for service provided. Our Company does not knowingly violate any law or regulation governing such relationships.

Initials _____



Employees. Our Company complies with the letter and spirit of laws relating to working conditions, equal employment opportunities, and pay practices. Our Company does not knowingly violate any law or regulation dealing with employment or employment eligibility

Public Information. Our Company assures that all public statements and disclosures it makes are truthful. Our Company also commits to protect the proprietary interests of Maintco Corp.. Our Company agrees to not disclose any confidential or proprietary information or use such information for personal interest or gain.

Compliance with Laws. Our Company does not knowingly violate any law, building code or regulation.

Internal Procedures. Our Company has established internal procedures under which its failure to conform to the above practices will be handled. Each year, our Company reviews this code of ethics and its internal procedures with each of its employees. If an employee, customer or other individual becomes aware of a circumstance in which our Company or an employee of our Company fails to conform to the above standards, he/she should immediately report such circumstance to the undersigned representative of our Company. The undersigned representative of our Company will initiate an investigation of and otherwise resolve the reported issue.

Loans/Gambling/Bribes. Our Company, and our employees, shall not attempt to offer loans, gambling opportunities or other forms of influence in an effort to cause a loss of objectivity of a Maintco Corp.'s employee. Seeking advantage through bribes of any kind is expressly prohibited by our Company.

Maintco Corp. is informing you that under any circumstances our employees are not allowed to take commissions, bribes or compensation of any kind from our Subcontractors and Suppliers. Should a Maintco Corp. employee ask for a commission, bribe or compensation of any kind, you are requested to immediately inform Maintco Corp.'s current CEO and COO.

By my signature below, our Company confirms we have read, understand and pledged ourselves to follow the aforementioned Code of Ethics and to take responsibility for informing our employees, subcontractors and suppliers about the content of the Code of Ethics to insure they also comply accordingly.

Company:

Signed:

Date: (Owner / Officer Signature)

Printed Name:

Title:

Maintco Corp. - Code of Ethics Compliance Pledge

Initials _____



Section 21.03 EXHIBIT E – Page 1 of 3 - JOBSITE RULES AND REGULATIONS

Maintco Corp.

Jobsite Rules and Regulations

Congratulations on becoming part of another successful Maintco Corp. ("Maintco Corp.") construction project. Maintco Corp. holds its team members to the highest standards of safety and professionalism and we look to our Subcontractor Partners to do the same with their employees. We at Maintco Corp. firmly believe that adherence to these basic practices will help to guarantee the Safety and Productivity of all project team members involved.

The following Rules and Regulations apply to all Maintco Corp. jobsites and compliance is a requirement not a request. The Maintco Corp. on-site Supervision will be charged with making sure that all rules are followed in a reasonable manner and will communicate with the subcontractors on-site Foreman, on a daily basis, regarding compliance. It is the responsibility of the individual subcontractors on-site Foreman to communicate these Rules and Regulations to said subcontractors team members:

1. Each individual subcontractor is required to supply their on-site Foreman with plans and project documents necessary to complete their scope of work. All subcontractor Foremen are to check with Maintco Corp. Supervision in the morning, on a daily basis, and report manpower for the day. At the end of the workday the Foremen must check out and make sure there are no outstanding issues.
2. Maintco Corp. Supervision will set a predetermined time for a weekly Foreman's meeting and all subcontractors will need to have a qualified representative in attendance to discuss scheduling requirements.
3. All subcontractor personnel are required to attend site Safety Meetings and to follow safe job site practices, including but not limited to:
 - 3A. Personal Protection Equipment (P.P.E.), including but not limited to, safety glasses, ear plugs, hard hats, hand protection and fall arrest harnesses are to be worn at all times deemed necessary by Maintco Corp.. Subcontractors are required to provide the necessary P.P.E. for tasks at hand.
 - 3A1. 100% fall-arrest and proper tie-off on all aerial lifts including scissor lifts. Fall protection will be required when work-at-height exceeds six (6) feet of fall potential.

Initials _____



- 3B. Stilts are prohibited in accordance with Cal OSHA requirements: Lean-to or jack scaffolds, shore scaffolds, nailed brackets, loose tile, loose brick, loose blocks, stilts, or other similar unstable objects shall not be used as working platforms, or for the support of such platforms.
4. All subcontractors must provide Maintco Corp. with their Injury & Illness Prevention Program (IIPP).
5. All incidents and injuries must be reported to Maintco Corp. Supervision the day of their occurrence. These include any incidents or injuries involving members of the construction team or the general public. No injury or incident is too small to report.
6. Proper work clothing consisting of long pants, short or long sleeved shirts and work boots or work shoes are acceptable. No tank-tops, short pants or open toed shoes are allowed. No clothing with offensive language or markings is allowed. No clothing advertising any construction Company, other than the subcontractor the team member works for, is to be worn.
7. All members of the Maintco Corp. project construction team shall act in a professional and workman like manner. Profanity, overly aggressive behavior or harassment of any type will not be tolerated and offenders will be removed from the jobsite and not allowed to return.
8. Weapons, drugs and alcohol are not allowed at the jobsite, nor are personnel under the influence of drugs or alcohol. Pursuant to maintaining local Health Codes there will be no smoking in the interior or within 30 feet of the entrance doors of any Maintco Corp. project.
9. No children, pets or radios are allowed at the jobsite. No Solicitors.
10. Parking for the Maintco Corp. project construction team will be in the area designated by Maintco Corp. If necessary a map of approved parking area will be provided. Temporary parking for off-loading material and equipment must be coordinated with and approved by Maintco Corp. Supervision.
11. It is the responsibility of each individual subcontractor to supply Maintco Corp. Supervision with all Material Safety Data Sheets (MSDS) pertinent and applicable to materials the subcontractor will be providing for the project. This information may be updated during the course of the project as needed.
12. Each individual subcontractor is responsible for picking up and disposing of all debris they generate during the course of the workday. Maintco Corp. does not supply general clean up labor for subcontractors. Maintco Corp. Supervision will issue a warning regarding cleanliness standards and if the issue is not resolved Maintco Corp. will remove debris and back-charge the subcontractor. Back-charge will be invoiced at \$90 per hour, 1-hour minimum.

Initials _____



13. No construction debris or material may be salvaged from the job-site without prior approval of Maintco Corp. supervision.

I have read and received a copy of the Maintco Corp. Inc. Jobsite Rules and Regulations 2021.

Signed:

Name:

Company:

Maintco Corp. Inc. - Jobsite Rules and Regulations 2021

Initials _____



Section 21.04 EXHIBIT F. - AFFIDAVIT AND CERTIFICATION OF EMPLOYEES'
AUTHORIZATION TO WORK IN THE UNITED STATES FOR .

(Subcontractor)

RE: ALL Maintco Corp. Inc. Projects

After having been first duly sworn, ("Affiant") states as follows:

1. I am of (hereinafter "Subcontractor") and am a duly authorized officer of the Subcontractor.
2. I am familiar with Subcontractor's obligations under Section 15 of the Subcontract Agreement with Maintco Corp. Construction, Inc. ("Maintco Corp.").
3. In accordance with Maintco Corp.'s request, Subcontractor has conducted an audit of the I-9 forms of (employee's name), and certifies to the best of my knowledge, that this employee is authorized to work in the United States.
4. Subcontractor further represents and warrants that it will immediately notify Maintco Corp. if it learns or has reason to believe that any one of its employee's is not authorized to work in the United States, and shall further immediately cease assigning work to such individual(s).
5. Subcontractor understands that in accordance with Subcontract Section 15.1 F. Consequential Damages and Effects on Schedule, if Subcontractor's work force is adversely affected by the removal of Employees not authorized to work in the United States from the Project, Subcontractor shall be liable to Maintco Corp. for any and all damages, costs and fees, including but not limited to, schedule recovery costs, eProcurement costs and all other costs recoverable by Maintco Corp.

Dated this day of , 20 .

Title STATE OF County OF

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

by, proved to me on the basis of satisfactory evidence to be
the person who appeared before me.

Notary Public

My Commission Expires:

Initials _____



Article XXII. REVISION TABLE

Maintco Revision Table

Document Number		CTEMP-0003	Document Name	Construction Sub Contractor Agreement
Rev 1	03/01/2017	A.Radojcic	Initial Release	
Rev 2	02.04.2021	A. Radojcic	Revisions to Meet Industry Standard	
Rev 3				
Rev 4				
Rev 5				
Approvals	Robert Davis	Inna Tuler	Final Approval Date	02.04.2021

Initials _____