



76 Batterson Park Road  
 Farmington, CT 06032  
 PH (860) 284-7110  
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**SHORT FORM CONTRACT  
 Number «SL»**

**TO: «FIRMNAME»**  
**«FirmAddress»**  
**«FirmCity», «FirmState» «FirmZip»**  
**Phone: «FirmPhone»**  
**«SubCompleteDate»**

**Job Name: «ProjectDescription»**  
**Job Location: «JobCity», «JobState» Job #: «Project»**  
**Job Phone: «JobPhone» Job Fax: «JobFax»**  
**Start Date: «StartDate» Completion Date:**

**Fax: «FirmFax»**  
**VID #«VendorNumber»**

Phase Code	Description	Extended Price
«PhaseCode»	«PhaseDescription»	«ExtendedPrice»

This agreement made on **January 12, 2021** by and between **«FIRMNAME»**, hereinafter called the Subcontractor, and **KBE BUILDING CORPORATION** hereinafter called the Contractor.

**WITNESSETH**

For the consideration hereinafter named, the Subcontractor and Contractor agree and bind themselves as follows:

- The Subcontractor agrees to furnish all labor, material, equipment (including scaffolds, hoist and operator), transportation, insurance, supervision and all things necessary to fully perform and complete the **«SLDESCRIPTION» WORK** in strict accordance with the contract between the Contractor and the Owner and the plans and specifications prepared by **«ArchEngName»** and their consultants, collectively, the "Contract Documents". All work shall be in accordance with the following riders and exhibits which are all hereinafter included as part of this Subcontract Agreement.

- Rider "A" Subcontractor's Scope of Work.
- Rider "B" Drawing and Specification list dated **«DrawingListDate»**.
- Exhibit "1" Standard Instructions Package (xx pages)  
**«AdditionalRiderExhibit»**

Applicable Sales Tax Included Lien Waivers Required W-9 Form Required Insurance Certificate Required Warranty / Closeout Required
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- Contractor agrees that it will pay to Subcontractor in accordance with the provisions of Section 6, and subject to any increase or decrease resulting from changes that may be agreed upon the sum of: **«Totalsubcontract»**

**CONTRACT AMOUNT** **«TotalSubcontract»**

**ACCEPTED:** The above specification of the work is satisfactory and is hereby accepted. All work is to be performed under terms and conditions as specified on page two.

The parties, by their duly authorized representatives, have hereunto executed this Subcontract, on the day and year above written.

SUBCONTRACTOR:

GENERAL CONTRACTOR:

**«FIRMNAME»**  
 \_\_\_\_\_  
 Subcontractor Name

**KBE BUILDING CORPORATION**  
 \_\_\_\_\_

Authorized Signature \_\_\_\_\_

KBE Authorized Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

**«ProjectManager», Project Manager**  
 Printed Name and Title

### Article 3

Subcontractor having thoroughly investigated and informed itself of the conditions, locality and site of the work, and nature and difficulty of the work, by thorough examination and comparison of all plans and specifications, and project site conditions insofar as they relate in any way to the work to be undertaken herein such that Subcontractor can perform all work and requisite duties, obligations and responsibilities, including those reasonably inferable from the Subcontract and the Contract Documents, under this Subcontract for the contract price specified herein, subject to adjustments as permitted in this Subcontract, agrees to complete the work described herein to the best of its ability and in a professional and workmanlike manner, in strict accordance with the requirements of the Contract Documents, including all documents incorporated herein and details illustrative thereof. Subcontractor enters into this Subcontract on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of Contractor, Owner or any of their respective officers, agents, servants or employees. Subcontractor agrees to provide the materials and labor described in this Subcontract free of any defects in a workmanlike manner and in strict accordance with the plans, drawings and specifications for said project; copies of which are incorporated herein by reference. Also incorporated herein by reference are the General Conditions of the Contract between the Contractor and the Owner of said Project, and the Contract between Owner and Contractor, and Subcontractor hereby agrees to be bound to Contractor by said General Conditions and Contract in the same manner and to the same extent as the Contractor is bound to the Owner, except as the same may be modified herein. Notwithstanding any of the foregoing, if any provision of this Subcontract or any exhibits hereto irreconcilably conflicts with a provision of the Contract Documents, the provision imposing the greater duty or obligation on the Subcontractor shall govern.

### Article 4

Subcontractor shall provide all materials and labor in a timely fashion and in accordance with Contractor's directions and schedules so as not to delay progress of the project, and Subcontractor shall be held fully liable (including any applicable liquidated damages) for any delays caused by its failure to meet said schedules.

Subcontractor acknowledges that delays, acceleration, inefficiencies, hindrances, or lost productivity resulting from changes in the work, extreme weather, changes to the sequencing of the work, material shortages, transportation, strikes and other causes are inherent in the construction process. Subcontractor acknowledges that it has accounted for delays, accelerations and inefficiencies in its prices and agrees to bring no claims for money damages as a result of any delay, acceleration, inefficiency, lost productivity or hindrance. In the event that Subcontractor claims that it has been delayed or hindered, it shall submit a request for a time extension to Contractor in the manner and pursuant to the time periods set forth in the Contract Documents. If it is determined that Subcontractor has been delayed or hindered or rendered inefficient through any reason other than its own fault, the time for performance hereunder will be extended and the extension of time will be Subcontractor's sole remedy for the delay, acceleration, inefficiency, hindrance or lost productivity. Under no circumstances will the Contractor or Owner be liable to the Subcontractor for damages resulting from any delays, accelerations, inefficiencies, hindrances or lost productivity.

### Article 5

When labor is included in said Subcontract, Subcontractor shall at all times provide a sufficient number of skilled workers to perform the work covered by said Subcontract with promptness and diligence and in a workmanlike manner and without delay. Time is of the essence. If in Contractor's opinion Subcontractor is not supplying sufficient amounts of labor to meet Contractor's schedule, then Contractor may supplement Subcontractor's forces with additional labor and deduct the costs thereof from moneys otherwise due or to become due to Subcontractor.

The Subcontractor shall not employ workers, means, materials or equipment or assign work in any manner which may cause strikes, work stoppages or any disturbances by workers employed by the Subcontractor, Contractor or other contractors or subcontractors on or in connection with the Work or the Project or the location thereof. The Subcontractor agrees that all disputes as to jurisdiction of trades shall be adjusted in the manner or by a process that Contractor may require, including, if Contractor so requires, in accordance with any plan for the settlement of jurisdictional disputes to which Contractor may be bound in connection with the Project which may be in effect either nationally or in the locality in which the Work is being done. Subcontractor agrees that it shall assign work consistent with any such plan and shall be bound and abide by all such adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article shall not be in violation of or in conflict with any provisions of law applicable to the settlement of such disputes. There shall be no manifestations on the project of any dispute between any labor organization and the Subcontractor. The Subcontractor agrees to employ workers, agents, suppliers and subcontractors who will perform the work under this Subcontract whether or not other employees or mechanics on the project are members or non-members of any labor or collective bargaining organization. Should the Subcontractor fail to carry out or comply with any of the foregoing provisions, Contractor shall have the

right, in addition to any other rights and remedies provided by this Agreement or the other Subcontract Documents or by law, after three (3) days written notice mailed or delivered to the last known address of the Subcontractor, to terminate this Agreement or any part thereof or the employment of the Subcontractor for all or any portion of the Work for cause.

### Article 6

Subcontractor shall submit to the Contractor's main office a requisition/invoice, in form satisfactory to Contractor, no later than the 20th day of the calendar month, and in compliance with the "Standard Instructions Package" that accompanies this Agreement as Exhibit "1". Partial payments shall be due following receipt of payment from Owner to Contractor in the amount of «SubRetainage»% of the work in place for which payment has been made to Contractor by Owner. Subcontractor expressly agrees that payment by the Owner to the Contractor is a condition precedent to Contractor's obligation to make partial or final payments to Subcontractor as provided in this paragraph. To the fullest extent permitted by law, the Subcontractor expressly accepts the risk of non-payment or delayed payment for Work performed by Subcontractor if, for whatever reason, payment by the Owner for such Work is delayed. At a minimum, unless Subcontractor is responsible in whole or in part for Owner's non-payment, Subcontractor agrees that in the event the Owner fails to timely pay Contractor, Subcontractor, shall not be entitled to payment until a reasonable period of time has lapsed, so long as Contractor is making reasonable efforts to pursue payment from Owner. Contractor is authorized to withhold from sums owing Subcontractor sufficient amounts to indemnify it against any losses or liabilities which it may incur as a result of Subcontractor's failure to fully perform its obligations hereunder or pursuant to any other contractual agreement between Contractor and Subcontractor. No payment shall be required to be made which will reduce the contract balance below the sum which, in the opinion of the Contractor, will be adequate to fully cover the cost of completing Subcontractor's obligations under this agreement. Subcontractor shall furnish with each requisition all lien waivers (partial or full), affidavits or other documents required by Contractor, Owner or Owner's lender to keep the Owner's premises free from liens or claims arising out of the furnishing of the labor, materials, or equipment hereunder. Contractor may withhold payment if such documents as Contractor desires are not provided with each requisition. Subcontractor shall ensure that all sub-subcontractors, employees and suppliers, at all times, are paid all amounts due in connection with the performance of the Subcontract and covenants that all sums received under this Subcontract shall be used solely for the benefit of persons or firms providing the Work and having the right to assert liens or claims against the land or improvements involved in the Work, or against any bond or security posted by the Contractor, or in any way related to the Project. Accordingly, all sums paid to Subcontractor under this Agreement shall immediately become and constitute a trust fund for the benefit of said persons and firms, and Subcontractor shall hold such funds separately and utilize such amounts only for the purpose of making payment to these beneficiaries, and shall not in any instance be directed by Subcontractor for any other purposes, until all obligations arising hereunder have been fully discharged, all claims fully paid, and all final lien waivers obtained and delivered to Contractor.

If any subcontractor, laborer, materialman or supplier of the Subcontractor or any other person directly or indirectly acting for, through or under it or any of them files or maintains a lien or claim, whether a mechanic's lien or an attested account or otherwise, a mechanic's lien or claim against the Project or Premises or any part thereof or any interests therein or any improvements thereon or against any monies due or to become due from the Owner to Contractor or from Contractor to the Subcontractor, for or on account of any work, labor, services, materials, supplies, equipment or other items performed or furnished for or in connection with the Work or under any change order or supplemental agreement for extra or additional work in connection with the Project, the Subcontractor agrees to cause such liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within five (5) days from the date of the filing thereof, and upon its failure to do so Contractor shall have the right, in addition to all other rights and remedies provided under this Agreement and the other Contract Documents or by law, to cause such liens or claims to be satisfied, removed or discharged by whatever means Contractor chooses, at the entire cost and expense of the Subcontractor (such cost and expense to include legal fees and disbursements). The Subcontractor agrees to indemnify, protect and save harmless Contractor and the Owner from and against any and all such liens and claims and actions brought or judgments rendered thereon, and from and against any and all loss, damages, liability, costs and expenses, including legal fees and disbursements, which Contractor and/or the Owner may sustain or incur in connection therewith. Contractor shall have the right to withhold from any payments due or to become due to the Subcontractor an amount sufficient, in its judgment, to protect and indemnify the Contractor from and against any and all such loss, damages, liability, costs and expenses, including legal fees and disbursements, or if the amount of remaining payments is, in Contractor's judgment, insufficient, the Contractor may demand immediate payment from Subcontractor. The Subcontractor's failure to make immediate payment in accordance with the Contractor's demand shall be deemed a material breach of this Agreement. Subcontractor hereby expressly subordinates all contractual, constitutional and statutory

mechanics' liens to which Subcontractor may be or become entitled, to all liens and security interests securing any loan procured by Owner in relation to the Project and expressly waives any right to remove any removable Improvements from the Land, except to the extent Subcontractor has provided the same pursuant to this Subcontract and Contractor and did not receive payment for the same from the Owner. Subcontractor shall require this same provision in all lower-tier subcontracts or purchase orders that it enters into.

#### Article 7

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor and Owner, and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the Work of Subcontractor under this Agreement, except to the extent caused by the negligence of Contractor, its agents or employees. In any event, with respect to any claims against the Contractor, Owner, or Architect (as the case may be), the Subcontractor agrees to defend, indemnify and hold harmless Contractor, Owner, and/or Architect until it is determined by a court or arbitrator that Contractor's, Owner's or Architects sole negligence or willful misconduct (as the case may be) had proximately caused the alleged damage or loss. Subcontractor expressly and specifically agrees to waive any defense or claim that Subcontractor's obligation to assume liability, indemnify, defend and save harmless Contractor, Owner and/or Architect, and their respective affiliates, parents, subsidiaries, agents and employees as provided for in this Agreement, is in any way affected or diminished by any statutory or constitutional immunity it may enjoy from lawsuits by its own employees, or from limitations of liability or recovery under workers' compensation laws or other similar laws.

#### Article 8

Contractor may unilaterally make changes in the work covered by this Subcontract. Upon receipt of Contractor's written authorization to proceed with changed work, Subcontractor shall perform the changed work without delay. Contractor will provide electronic documents to Subcontractor for pricing of such changes. Printing of these documents or obtaining hard copies of these documents is the responsibility of the Subcontractor. Subcontractor shall submit in writing to Contractor all claims for adjustment in the Subcontract price or schedule, including an itemization of the damages and time claimed, within five days after the start of the occurrence giving rise to the claim. No claim for an adjustment in the contract time or price shall be valid if not submitted in accordance with this Article 8 and shall be barred if not so submitted. Adjustments in the Subcontract price resulting from changes, shall be set forth in a Subcontract Change Order. Subcontractor shall receive a mark-up of «SubCOMarkupRate»% for combined overhead, insurance premiums, permit fees, and profit on the direct costs of materials and labor associated with any change, provided such costs are agreed to by Contractor. Claims for such changed work will only be considered when the amount has been agreed to prior to the execution of the changed work or when Subcontractor has filed a written notice of protest with Contractor prior to proceeding with the changed work. The failure to so submit claims in a timely manner shall be deemed a waiver of the claim by the Subcontractor. To the extent work is performed under this section without advance agreement of the adjustment to the subcontract price, if any, or time, if any, Subcontractor shall track all labor, material and equipment and obtain daily verification by Contractor of these resources utilized solely for the work at issue. To the extent such work is, in fact, a change to the scope of Subcontractor's Work under this Agreement, Subcontractor's payment shall be limited to the actual costs incurred for labor, materials, and equipment as substantiated by Subcontractor and verified by Contractor or Owner as the case may be, plus the markup set forth herein.

Notwithstanding any term or provision herein to the contrary, Subcontractor expressly waives and releases all claims or rights to recover lost profit (except for profit on work actually performed), recovery of overhead (including home office overhead), and any other indirect damages, costs or expenses in any way arising out of or related to the Agreement, including the breach thereof by Contractor, delays, charges, acceleration, loss of efficiency or productivity disruptions and interferences with the performance of the work. It shall be an express condition precedent to any obligation on the part of Contractor to make payment of any such cost, reimbursement, compensation or damages to the Subcontractor hereunder that Contractor shall first be determined to be entitled to such compensation on behalf of the Subcontractor and then receive such payment from Owner, and Subcontractor expressly acknowledges that Contractor is not obligated or required to pursue Subcontractor claims as against Owner if Contractor, in its sole discretion, after review of Subcontractor's claim, has deemed the claim to lack merit in whole or in part. Acceptance by Subcontractor of a change order shall operate as a waiver by Subcontractor of any and all claims arising out of or relating to the work set forth in the change order, unless specifically and expressly reserved in the change order. General reservations are not acceptable and shall not be enforceable. In the event Subcontractor makes a Claim for additional compensation or a change in the Work that is subject to Owner approval or is otherwise disputed by Owner, Subcontractor shall be responsible for the reasonable legal costs and expenses of Contractor to pursue the Claim on behalf of Subcontractor.

#### Article 9

Subcontractor shall be solely responsible for risk of loss to any materials shipped to Contractor hereunder until said materials are received, inspected and accepted at the construction site, regardless of terms of shipment used.

#### Article 10

Subcontractor shall guarantee or warranty its work against all deficiencies and defects in material and/or workmanship for one (1) year from the date of substantial completion of all or a designated portion of the project; provided, however, that if the Contract Documents provide for a longer guarantee or warranty for the work under this Subcontract, then the longer period shall apply. Once Subcontractor is placed on written notice of a warranty issue, Subcontractor shall respond within 72-hours to commence investigation and repair of the work at issue. Notwithstanding anything to the contrary in the Contract Documents, no warranties provided by or through Subcontractor, including manufacturer warranties, shall be conditioned upon payment or resolution of disputes with respect to payment. The provision of unconditional warranties is a condition precedent to final payment under this Agreement. To the extent any warranties are issued with such conditions, and until the conditions are removed, Subcontractor and its surety guarantee to Contractor and Owner the terms of the warranty as if the prohibited conditions did not exist. It shall be Subcontractor's sole responsibility to make arrangements to provide and/or obtain warranties that comply with this provision or to satisfy any such conditions so that the warranties are timely and in full force and effect. Subcontractor shall provide all equipment/system startup and training, testing, operation manuals, attic stock, lock out/tag out, or other closeout documents required by the Contract Documents on or before substantial completion of Subcontractor's other Work. Contractor may assign reasonable values, other than retainage, to withhold against Subcontractor's payment pending receipt of, or completion of, these closeout items. Subcontractor shall be responsible for costs or damages incurred by Contractor for delayed or failed performance of the requirements under this Article 10.

#### Article 11

Subcontractor shall timely submit all submittals and shop drawings required by the Contract Documents so as not to delay the project. If required by Contractor, Subcontractor shall furnish "as-built" or record drawings in reproducible form, copies of warranties and guarantees from its suppliers and operations and maintenance manuals for all equipment furnished hereunder. Subcontractor shall, upon request, prepare and sign any necessary inspection or certification documents to establish that Subcontractor's Work is furnished and installed in strict conformance with the Contract Documents, including but not limited, to, permit, certificate of occupancy, warranty or tax-compliance documentation.

Any required as-built drawings or other information, must be recorded by Subcontractor on the set of drawings retained at the site by Contractor's Project Superintendent prior to substantial completion of Subcontractor's work as directed by the Project Superintendent. All changes must be clearly marked and in a reproducible ink. If Subcontractor neglects to record as-built information, Contractor has the right to research and record as-built conditions of Subcontractor's work and back charge Subcontractor for all associated costs incurred by Contractor. Notwithstanding the above, fire protection Subcontractors may submit as-built drawings directly to Contractor's main office. Subcontractor will be responsible for supplementing as-built information after substantial completion in order to assure a full as-built record upon final completion of the Subcontractor's work on the project. Submission of adequate as-built information and all other required closeout information is a condition precedent to Subcontractor's right to release of retainage and final payment.

#### Article 12

Subcontractor hereby agrees to comply fully and completely with any and all federal, state and local statutes, regulations or executive orders; 1) precluding employment discrimination on the basis of race, color, religion, national origin, sexual gender or sexual orientation, age; or 2) requiring affirmative action to eliminate, among other things, under-utilization of minorities or other classifications to the extent same are applicable to Contractor. **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** All statutory provisions required to be included in this subcontract are deemed incorporated herein

During the performance of this Agreement, Subcontractor and its sub-subcontractors and their respective employees shall not engage in harassment, including sexual harassment, in relation to the Work under this Agreement, and shall follow all applicable legal requirements and Contractor's rules and policies in this regard. Contractor may direct the removal of any individual worker of

Subcontractor or its sub-subcontractors in violation of these requirements. Violation of these provisions shall also be grounds for termination.

#### Article 13

If, in the opinion of Contractor, Subcontractor shall at any time (1) refuse or fail to provide a sufficient number of properly skilled workmen, adequate supervision or materials of the proper quality, (2) fail in any respect to prosecute the work according to the current schedule or as directed by Contractor, (3) cause, by any action or omission, the stoppage, or delay of, interruption or interference with the work of Contractor or of any other subcontractor, (4) fail to comply with any provisions of this Subcontract or the Contract Documents, or commit a material breach of the Subcontract, then, after serving three (3) business days written notice, unless the conditions specified in such notice shall have been eliminated within such three (3) days, the Contractor may at its option (i) without voiding the other provisions of the Subcontract and without notice to the sureties, take such steps as are necessary to overcome the condition, in which case the Subcontractor shall be liable to Contractor for the entire cost thereof, or (ii) terminate the Subcontract for default. In the event of termination for default, Contractor may at its option, (1) enter on the premises and take possession, for the purpose of completing the work, of all materials and equipment of Subcontractor (2) require Subcontractor to assign to Contractor any or all of its subcontracts or purchase orders involving the project and (3) complete the work either by itself or through others, by whatever method Contractor may deem expedient. In case of termination for default, Subcontractor shall not be entitled to receive any further payment until the work shall be fully completed and accepted by Owner. At such time, if the unpaid balance of the price to be paid shall exceed the expense incurred by Contractor, such excess shall be paid by Contractor to Subcontractor. If such amount due Contractor shall exceed such unpaid balance, then Subcontractor shall pay Contractor the difference within five (5) business days following demand by Contractor. Subcontractor shall pay all reasonable costs of collection, including a reasonable attorney's fee, if any.

#### Article 14

Subcontractor hereby agrees to comply fully and completely with all state and federal fair labor standard laws, the Immigration Reform and Control Act of 1986, federal safety laws (OSHA), Contractor's Corporate Safety Manual/Plan, which terms are incorporated as part of this Agreement, federal and state unemployment compensation acts, federal and state withholding laws, state sales and use taxes, prevailing wage laws, licensing laws, labor laws and any other state or federal laws applicable to Subcontractor. Subcontractor shall indemnify and hold harmless Contractor from any loss or damages resulting from Subcontractor's failure to so comply with Section 14 hereof.

Subcontractor shall provide services necessary to evaluate energy efficiency measures in order for Contractor to qualify for available local, state or federal incentives or rebates, and Subcontractor agrees to execute relevant documents necessary for such programs. It is agreed that Contractor shall be the beneficiary of incentives or rebates received under these programs. Moreover, to assist in Contractor's tax compliance, at appropriate times during or after the project, Subcontractor agrees to execute the applicable Inspection, Certification and Calculation documents related to Section 179D of the Internal Revenue Code. With the cooperation of Subcontractor, Contractor or its tax advisors will prepare these documents, all accompanying documentation and the contents therein. Furthermore, Subcontractor agrees that Contractor will be designated the sole Section 179D beneficiary.

#### Article 15

The Subcontractor shall maintain insurance in a form and amount satisfactory to the Contractor covering Worker's Compensation and Employer's Liability Insurance per State statutes, Automobile Liability Insurance, Comprehensive General Liability Insurance and Excess Liability Insurance and/or Umbrella Insurance. The General Liability policy (or in combination with "following form" Excess coverage) shall provide limits of no less than \$1,000,000 per occurrence (or the limits required in the Contract Documents, whichever is greater) and shall provide for Contractor and the Owner(s) as "Additional Insureds" under ISO Additional Insured Endorsement CG 20 10 11 85, or CG 20 10 10 93 and CG 20 37 10 01, or CG 20 33 10 01 and CG 20 37 10 01, or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor, with no less than 60 days notice of cancellation, alteration or suspension of coverage. Subcontractor shall disclose any and all deductibles or retentions under the policies required herein. Subcontractor shall bear the cost and be responsible for the payment of any deductible or self-insured retention ("SIR") associated with any claim submitted under any of the policies of insurance that the Subcontractor has agreed to furnish in accordance with the terms of this Agreement. In the event Subcontractor fails to make payment of any required deductible or SIR, Contractor, at its option, may pay such deductible or SIR and thereafter recover the payment from the Subcontractor. Subcontractor **shall not** obtain insurance policies that restrict or limit who (or which insured) can make payment of a required SIR or deductible. Any and all primary, excess and umbrella insurance purchased by the Subcontractor shall apply as primary and non-contributing insurance or self-insurance, including any deductible, maintained by, or provided to

the additional insured(s). In other words, any primary, excess and umbrella insurance furnished by the Subcontractor in accordance with this Agreement, shall exhaust "vertically", and not share "horizontally" with any of Contractor's, Owner's or Architect's other insurance. The general aggregate limits required by the Contract Documents shall be strictly dedicated for this Project and shall be evidenced on Subcontractor's certificate of insurance. Certificates evidencing the above insurance shall be filed with the Contractor at least five (5) working days prior to the commencement of any work under this Subcontract. No work shall be commenced by Subcontractor, and no payment due, until satisfactory evidence has been provided to Contractor that the insurance required by this Subcontract is in force. Subcontractor shall maintain all insurance coverage for itself and all additional insureds for the duration of the Project and maintain Completed Operations coverage for itself and each additional insured for at least five (5) years after completion of the Work, or up and until the date of the lapse of the applicable statute of repose which governs the project, whichever is longer. If Subcontractor's Work includes design or other professional services, Subcontractor shall provide evidence of Professional Liability Insurance coverage in the amount of not less than \$1 million per Occurrence and Aggregate, or the limits specifically required in the Contract Documents, whichever is greater. All such Professional Liability policies shall include an eight year tail coverage. Subcontractor's insurance shall have no limitation or exclusion relative to residential construction. Any Sub-subcontractor that is hired by Subcontractor shall also be required to purchase and maintain insurance that satisfies the criteria that is set forth under this Article 15. Any Subcontractor or any of Subcontractor's sub-subcontractors that are involved in the performance of any type of rigging operations must carry Rigging Accident Liability Insurance, inclusive of property damage as well as death and personal injury coverage, in a commercially reasonable amount, and shall supply proof of such coverage to Construction Manager. A Sub-subcontractor shall furnish Contractor with evidence that the required insurance has been purchased.

#### Article 16

At all times, Subcontractor shall keep the construction area, including Subcontractor's storage areas, free from Subcontractor's rubbish, waste and/or excess material, equipment and debris, and each day shall 1) remove from the site, or to a specified location on the site as may be directed by Contractor, any such rubbish, waste material and debris, and 2) leave Subcontractor's work "broom clean" and free and clear of all obstruction and hindrance. Prior to completion of work, Subcontractor shall remove all tools, scaffolding, equipment and materials used by Subcontractor and not incorporated into the completed work, as well as clean and/or remove finger marks, smudges, stains, etc. caused by its forces. If the Subcontractor fails to so remove Subcontractor's rubbish, waste material, etc., after 24 hours notice, the Contractor shall have the right to remove same and charge the cost thereof against monies due or to become due the Subcontractor. Given the inherent difficulty in determining responsibility among multiple Subcontractors for cleanup, Subcontractor accepts Contractor's good faith estimate and allocation of responsibility for cleanup costs as final and binding on Subcontractor.

#### Article 17

Except as otherwise set forth herein or in any provision of the Contract Documents to the contrary, no dispute or claim of any nature arising out of or relating to this Subcontract or the performance thereof will be subject to arbitration. Any action in law or equity relating to or arising out of this subcontract, including any action against Contractor's surety, if any, shall be brought only in a court of competent jurisdiction in the State of «JobState». Subcontractor must commence any action within one year of the date Subcontractor substantially completes its work, otherwise the Subcontractor's claim will be deemed to have been waived. In the event of an arbitration between Owner and Contractor, and at the sole option of Contractor, Subcontractor may be joined in such arbitration. Subcontractor shall include a similar provision in its Sub-subcontracts.

#### Article 18

Neither this Subcontract, nor any part thereof, may be assigned by Subcontractor without the express, written consent of Contractor. This Subcontract, and the documents expressly incorporated by reference, constitute the entire understanding of the parties and may only be amended by a writing executed by both parties hereto. This Subcontract, shall be binding upon Subcontractor's executor's administrators, successors and assigns. The interpretation of this Subcontract, and the rights and liabilities arising hereunder, shall be governed by the laws of the State of «JobState». In the event the law of the state which governs this Agreement renders any portion of this Subcontract void or unenforceable, the remaining requirements shall remain in full force and effect as between the parties. Moreover, in such an instance, all obligations of the Subcontractor, including, but not limited to its obligations to indemnify the Contractor and Owner, shall be enforced to the fullest extent permitted by the applicable law, and shall be construed to conform to the law.

#### Article 19

Subcontractor is solely and exclusively responsible for the payment of wages and applicable benefits to its employees in accordance with applicable law. Subcontractor shall be responsible for any increases in

applicable wage or benefit rates during this contract, and there shall be no adjustment to the contract price or rates payable to Subcontractor for increases in applicable wage or benefit rates. Subcontractor shall defend, indemnify and hold harmless Contractor for any and all damages or claims, including costs and attorney's fees, against or incurred by Contractor that are caused in whole or in part by Subcontractor's actual or alleged failure to comply with this section.

**Article 20**

The Contractor shall have the right at any time, on not less than five (5) days notice to the Subcontractor, to terminate this Agreement without cause and/or for the Contractor's convenience. Upon receipt of such notice of termination, the Subcontractor shall immediately discontinue the Work and remove its equipment and employees from the site. In the event of termination under this paragraph, the Subcontractor shall have the right, at its sole and exclusive remedy, to recover from the Contractor payment for all Work executed and costs incurred up to the date of termination (less any payments theretofore made to the Subcontractor by the Contractor on account thereof) and for any proven loss of reasonable profits sustained on that portion of the Work executed prior to termination (less any payments theretofore made to the Subcontractor by the Contractor on account thereof); provided, however, that in no event shall the amount recovered by the Subcontractor from the Contractor as aforesaid exceed a greater percentage of the Contract Price than the percentage of Work completed through the date of termination or any sum Contractor might recover from Owner in the event Contractor's contract or authorization has been terminated by Owner. All indemnities and all warranties shall survive the termination of the Contract.

**Article 21**

Subcontractor must comply with the requirements of the "Worker Eligibility & Employment Verification Program" as outlined in the Standard Instruction package that accompanies, and is hereby incorporated as part of this Subcontract Agreement as Exhibit "1".

**Article 22**

If requested by Owner or Contractor, Subcontractor shall provide to Owner and Contractor detailed information relating to benefit programs Subcontractor offers to some or all its employees, including but not limited to health insurance, retirement benefits, training and apprenticeship programs, and whether employees have accepted those benefits or cash alternatives. Subcontractor is on notice that Owner may have established minimum requirements for such benefits, including but not limited to the extent of availability to all employees, the level of coverage, and the amount paid by Subcontractor for the benefits. Subcontractor agrees to comply with all such requirements and shall provide full substantiation of compliance within 10 days after receiving a request for the information.

**Article 23**

SUBCONTRACTOR WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**Article 24**

This Subcontract contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. In the event the law of the state which governs this Agreement renders any portion of this Subcontract void or unenforceable, the remaining requirements shall remain in full force and effect as between the parties. Moreover, in such an instance, all obligations of the Subcontractor, including, but not limited to its obligations to indemnify the Contractor, shall be enforced to the fullest extent permitted by the applicable law, and shall be construed to conform to the law.



**RIDER "A" - SUBCONTRACTOR'S SCOPE OF WORK**  
between  
**KBE BUILDING CORPORATION**  
and  
«FIRMNAME»

The following items are included in Subcontractor's Scope of Work but are in NO WAY meant to limit the Scope of Work and obviously do not list all the items that Subcontractor must perform.

1. Furnish all labor, materials, supervision, tools, supplies equipment, insurance, permits, all applicable sales and use taxes, and services necessary for a **COMPLETE «SLDESCRIPTION» PACKAGE** as shown in the Contract Documents for the above referenced project, to be in accordance with the Project's General Conditions and related work by others as described herein, to include, but not limited to the following:
  - a.)
  - b.)
  - c.)
  
2. Subcontractor will supply a skilled and knowledgeable foreman to supervise their portion of work and to deal with Contractor's field Superintendent on a daily basis and perform/supervise the following duties:
  - a.) Attend job meetings and have the authority to represent the Subcontractor at these meetings.
  - b.) Hold weekly safety meetings with the other employees of Subcontractor, and submit to Contractor's field Superintendent on a weekly basis, a signature list of the men attending this safety meeting and describing the discussion.
  - c.) Assuring Subcontractor's debris is picked up on a daily basis, or more often if deemed necessary by Contractor's field Superintendent, so as to maintain a safe work place for all.
  
3. Subcontractor will provide any required overtime if:
  - a.) Material and/or equipment needs to be unloaded and/or staged before or after working hours, and/or;
  - b.) Work must be performed on overtime or additional shifts to meet project schedule.
  
4. Contractor will provide the following temporary facilities and equipment:
  - a.) Portable toilets.
  - b.) Temporary water supply (hose bib).
  - c.) Cost of utility usage.
  - d.) Temporary lighting and temporary heat in those work areas of the building normally provided in standard construction practices.
  
5. Subcontractor will provide all other temporary facilities and equipment required to perform his work which shall include, but not be limited to, the following:
  - a.) Hoses to distribute water supply from source.
  - b.) Power cords to distribute power.
  - c.) All required crane hoisting or other lifting devices.
  - d.) All scaffolding, staging, ladders and or safety measures to meet or exceed regulatory requirements, including the identification of the Competent Person for erection and use of the same.
  - e.) Job offices (with power and telephones), storage containers, tool boxes, etc.
  
6. Contractor will provide a reasonable amount of benchmark elevations (controls). Subcontractor is responsible for all other layout as required to perform their work.

**RIDER "A" (Scope of Work) Continued**

7. If Subcontractor works at night, all required lighting, above what was outlined above, will be furnished, operated and maintained by Subcontractor.
8. It will be Subcontractor's responsibility for all his employees', agents', etc., parking requirements.
9. Contractor will not be charged for any incidental stand-by-time by Subcontractor or any of its agents, sub-subcontractors, suppliers or deliveries.
10. It will be Subcontractor's responsibility to remove from the site any damaged, rejected, surplus or unusable items that will not fit into Contractor's dumpsters. If Subcontractor's waste material is considered hazardous waste, it will be the responsibility of Subcontractor to remove this material from the site and dispose of all hazardous waste materials as required by all applicable regulatory agencies.
11. Subcontractor is responsible to coordinate and schedule with the Project Superintendent all material deliveries, off-loading and stocking plans.
12. «AddtnlRiderAItem»

**END OF RIDER "A"**

**RIDER "B" - DRAWING & SPECIFICATION LIST**  
between  
**KBE BUILDING CORPORATION**  
and  
«FIRMNAME»

**Name of Project - Project Number (Date of Drawing List)**  
**City, State**

<b>DRAWING</b>	<b>TITLE</b>	<b>ORIG. DATE</b>	<b>REVISION DATES</b>
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**END OF RIDER "B"**