

140 Gould Street, Needham, MA 02494
[781] 449-7700 • Fax [781] 449-5555

This agreement, made this ____ day of _____, _____ by and between Construction Coordinators, Inc. (Contractor)
and Subcontractor for the Project

for the Subcontract Sum of
by Architect for the Owner

General Agreement dated

Exhibits Exhibit A: Schedule
Exhibit B: Scope of work
Exhibit C: Lien waiver form (partial and final)
Exhibit D: Sample Application for Payment
Exhibit E: Insurance Requirements

WHEREAS, The Contractor has entered or is about to enter into the construction of the Project in accordance with the provisions of an agreement (the "General Agreement") between the Contractor and Owner dated as noted above. The Contractor's obligation to perform this Subcontract is expressly made subject to Contractor's executing a contract with the owner and, where necessary, obtaining any written approvals with respect to Subcontractor from such Owner, or their respective Architect/Engineer. Copies of the General Agreement are on file in the office of the Contractor; have been examined by the Subcontractor; and are available for further examination by the Subcontractor.

NOW, THEREFORE, the Subcontractor and Contractor, for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. (a.) The term "Contract Documents" as used herein refers to this Agreement, the General Agreement between Owner and Contractor and all general, supplementary and special conditions, drawings, plans, specifications, amendments, modifications and all other documents forming or by reference made a part of said General Agreement.

(b.) Subcontractor, by signing this Agreement, acknowledges that it has assured itself that all of the Contract Documents have been available to it and confirms that it has examined all such documents and agrees that all of the aforesaid Contract Documents shall be considered a part of this Agreement by reference thereto, and Subcontractor agrees the time limits contained in the Contract Documents sufficient for the performance of the Work and Subcontractor agrees to be bound to Contractor and Owner by the terms and provisions thereof so far as they apply to the Work hereunder described, unless otherwise provided herein.

2. SUBCONTRACTOR'S OBLIGATIONS. (a.) The Subcontractor shall furnish proper supervision, all labor, materials, equipment, transportation, unloading, handling, tools, services, facilities and all else required to timely and properly perform and complete all work within the scope of work of this Subcontract (the "Work") in a good and workmanlike manner, in accordance with this Agreement and any exhibits attached hereto and in accordance with the Contract Documents, unless modified herein. The Subcontractor hereby assumes with respect to Contractor all obligations and responsibilities relating to the work which Contractor has, as General Contractor, assumed with respect to Owner. The intent of the Contract Documents and therefore this Agreement is to include all items necessary for the proper execution of the Work. The Contract Documents are complementary and what is required by one shall be binding as if required by all, items omitted from the Contract Documents shall be included within the scope of the Work if they are required by applicable law, regulation, or code, if they are inferable from the

intent of the Contract Documents or if they are necessary to produce the intended results.

(b.) Prior to performing any Work, Subcontractor shall submit to Contractor's Project Manager (a) an executed Subcontract, (b) an Insurance Certificate acceptable to Contractor and Owner evidencing all required coverages described in Exhibit E, (c) an itemized schedule of values, and (d) a list of all sub-subcontractors and material suppliers. If Subcontractor fails to execute and submit the Subcontract, Contractor may bar Subcontractor from entering the Project site and may rescind the award of the Subcontract and Contractor shall have no liability to Subcontractor for any Work performed.

(c.) The Subcontractor shall, at its own expense, remove from the site all debris caused by or related to the Work as and when required by Contractor and, if Subcontractor fails to do so, Contractor, without further notice, may cause removal of such debris and all amounts incurred by Contractor in so doing shall be chargeable against any amounts due or to become due to Subcontractor.

(d.) The Subcontractor shall abide by and enforce jobsite rules as they may be established from time to time by Contractor. The Subcontractor agrees that it will remove from the Project site any worker or supervisor whose employment thereon shall be objected to by Contractor, Owner or Architect.

3. PAYMENT. Contractor agrees to pay Subcontractor as full payment for all work, labor, materials, equipment, applicable taxes and permits, and all other matters to be done or furnished by Subcontractor to properly and diligently complete in all respects the Work the Subcontract Sum as noted above ("Subcontract Sum") payable as follows: (a.) Prior to the submission of the first requisition, Subcontractor will deliver to Contractor, for review

and approval, a detailed breakdown of the Subcontract Sum showing a Schedule of Values for the various parts of the Work.

(b.) Subcontractor shall submit on forms approved by Contractor on or before the 25th day of each month an application for payment with an estimate of work performed through the end of the month based on the Subcontract Sum less ten (10) % for retention and less all previous payments and less all expenses and disbursements chargeable to Subcontractor together with a certificate of payment by Subcontractor of his subcontractors and vendors provided however that such partial payments are conditioned upon Contractor's receipt of payment for such Work from Owner. Subject to audit and proper correction by Contractor, the balance of said estimate shall be due on or about the 25th of the succeeding month provided Subcontractor is not otherwise in default hereunder and provided further Contractor has received payment from Owner. Each application for payment by Subcontractor shall be deemed to be a representation and warranty by Subcontractor that Subcontractor has no claims against Contractor or Owner for any extension of the time to complete its Work or adjustment of the subcontract sum due to any matter, circumstance or cause occurring prior to the date which is twenty-one (21) days before the date of such application for payment

(c.) The final payment shall be made within ninety (90) days after final completion of the Work and acceptance thereof by Owner or Architect/Engineer, and Contractor, provided a complete release of liens and indemnity agreement in form approved by Contractor is executed by Subcontractor in recordable form and delivered to Contractor, all drawings, plans and specifications have been returned to Contractor, a set of as-built drawings, guarantees, warranties and operation manuals for the Work have been received by Contractor and provided Contractor has received from Subcontractor satisfactory evidence that the Project is free from all liens and other claims or potential liens or claims chargeable to Subcontractor.

(d.) Receipt by Contractor of payment from Owner for any and all portions of the Work, whether partial payments, progress payments, final payment or retainage shall be a **CONDITION PRECEDENT** to any payment for same to Subcontractor hereunder and Contractor shall only be obligated to make payment for any approved requisition to the extent of payment received by Contractor from Owner in respect thereof.

(e.) THE ENDORSEMENT, NEGOTIATION, DEPOSIT OR ACCEPTANCE OF CONTRACTOR'S CHECK (WHETHER SUCH ACTION BE PERSONAL OR FACSIMILE SIGNATURE, STAMP NOTATION OR OTHERWISE, AND WHETHER OR NOT BY AN AUTHORIZED OFFICER OR AGENT OF SUBCONTRACTOR) ISSUED IN PAYMENT OF AN AMOUNT DUE UNDER ANY APPLICATION FOR PAYMENT SHALL CONSTITUTE A RELEASE AND DISCHARGE BY SUBCONTRACTOR OF ALL CONTRACTOR'S OBLIGATIONS AND LIABILITIES ARISING BY VIRTUE OF THIS AGREEMENT, AND OF ALL CLAIMS, DEMANDS AND LIENS OF EVERY KIND AND CHARACTER WHATSOEVER, (INCLUDING BUT NOT LIMITED TO ANY LIEN UNDER MASSACHUSETTS GENERAL LAWS, CHAPTERS 149 AND/OR 254) AGAINST CONTRACTOR, OWNER AND PROJECT ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED HEREUNDER THROUGH THE LAST DAY OF THE MONTH FOR WHICH SUCH APPLICATION IS SUBMITTED.

(f.) No payment under this Agreement shall be proof of Subcontractor's performance of this Agreement, in whole or part, nor shall any payment be deemed an acceptance of defective work or improper materials, nor shall entrance or use by Owner constitute acceptance of the Work hereunder, or any part thereof.

(g.) Contractor shall have the right, but not the obligation, to subtract and withhold payments, in whole or part, due or to become due Subcontractor on this project or any other project with Contractor for amounts claimed due by Contractor and/or claimants to Subcontractor for

claims, damages, liabilities, costs, fees, direct and indirect costs, work supplementation, and/or correction of Subcontractor's work. Subcontractor agrees that such withholding of payments due or to become due by Contractor shall not be a breach of this Subcontract or any other subcontract on any other project.

4. PROSECUTION OF WORK. (a.) The Subcontractor shall commence the Work upon notice from Contractor and perform with due diligence in accordance with job schedules established by Contractor, as may be modified from time to time and at the discretion of Contractor. Time for performance is of the essence of this Agreement. The Subcontractor shall coordinate his work so as not to delay the Project or to hinder or interfere with the Work of Contractor or any other Subcontractor. Subcontractor agrees to reimburse Contractor for any and all liquidated or actual damages that may be assessed by Owner against and collected from Contractor which are attributable to or caused by Subcontractor's failure to perform the Work required by this Agreement within the time fixed or in the manner provided for herein. Subcontractor also agrees to pay to Contractor any increased costs or other damages Contractor may sustain by reason of such delay, interference and/or hindrance by Subcontractor whether or not liquidated or actual damages are assessed and collected by Owner. The payment of such damages shall not release Subcontractor from its obligations to otherwise fully perform this Agreement.

(b.) Subcontractor is required to furnish full reports of the progress of the Work in such detail and at such times as required by Contractor.

5. COORDINATION OF WORK. Subcontractor shall be responsible for coordination of its Work; for proper measuring and fitting of its Work; for proper protection of its Work and clean-up during the progress of and upon completion of the Work. Contractor or Owner may perform, or may employ other subcontractors to perform similar or other work, and Subcontractor and its employees shall not interfere with or molest such other persons or work and shall not cause any interruption in the progress of the Work or the Project.

6. APPROVALS. (a.) The Subcontractor shall promptly prepare and submit all shop drawings, samples, catalog cuts, submittals, certificates and similar information, as required, for the approval of Architect, Engineer, Contractor and Owner and as required for the efficient, expeditious and prompt performance of the Work. By such submissions, Subcontractor represents that Subcontractor has determined and coordinated all field and shop measurements for the Work and has checked and coordinated each shop drawing and sample with the requirements of the Work and the Subcontract Documents. The Subcontractor shall give Contractor not less than two (2) business days' advance notice of all inspections and testing. Upon the request of Contractor, Subcontractor shall provide such reports, certificates and information to Owner and Architect as may be reasonably requested by them at no cost or expense to Architect, Engineer, Contractor and Owner.

(b.) The review by Contractor, Owner or Architect of shop drawings, samples, drawings, catalog cuts and other submittals shall not relieve Subcontractor from responsibility for errors of any sort therein or from the necessity of furnishing any work required by the Subcontract Documents which may have been omitted from the shop drawings, samples, drawings, catalog cuts or other submittals.

7. INSURANCE. (a.) Prior to commencing the Work, Subcontractor shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work or later as required by the terms of the Subcontract, insurance coverage required by the Contract Documents and this Subcontract. At a minimum, the types of insurance and minimum policy limits specified in Exhibit E shall be maintained in a form and from insurers acceptable to Contractor. All insurers shall have at least an A- (excellent) rating by A.M. Best and be qualified to do business in the state where the project is located.

(b.) The Subcontractor agrees to furnish to Contractor no later than 3 days prior to commencement of the Work an ACORD Certificate of Insurance evidencing coverage of the types and in the limits required in the Contract Documents.

8. BONDS. Subcontractor shall, when requested by Contractor, procure and deliver to Contractor performance, payment and lien bonds in an amount equal to 100% of the Subcontract Sum and in form and from corporate sureties satisfactory to Contractor.

9. GUARANTEES AND WARRANTIES. (a) Subcontractor assumes all obligations of Contractor with respect to any general or special guarantees and warranties in the Contract Documents relating to the Work including, but not limited to, factory guarantees on equipment and machinery. In any event, Subcontractor shall replace or repair, promptly upon notice from Contractor, any part of the Work found to be defective or not in accordance with this Agreement or the Contract Documents referred to herein within one year after acceptance of the Project by Owner or such other time as required by the Contract Documents whichever time period is greater.

(b.) Subcontractor warrants to Contractor that: (i) materials and equipment furnished under the Agreement will be new and of good quality unless otherwise required or permitted by the Contract Documents; (ii) the Work will be free from defects not inherent in the quality required or permitted; and the Work will conform to the requirements of the Contract Documents.

10. TAXES, ETC. Subcontractor shall pay and assume full and exclusive liability for full payment of any and all taxes, licenses, excises, assessments, penalties or other charges levied by any government authority on or because of Subcontractor's Work. Subcontractor shall secure and pay for all permits, fees, licenses or other charges necessary for the execution of the Work. Evidence satisfactory to Contractor of compliance will be required before final payment is released.

11. PERMITS, LAWS, ORDINANCES, REGULATIONS. (a.) The Subcontractor shall, at its own cost and expense, apply for and obtain all necessary permits and Subcontractor further agrees that all Work performed and materials furnished by it under the Subcontract shall comply strictly with the laws, ordinances, regulations, rules and orders of the municipal, state and federal government and of any and all of their departments, bureaus and boards in force in the locality in which the Work is done (hereinafter "the governing laws"), and that it will comply promptly with the governing laws and that it will perform the Work and furnish the materials in accordance with the governing laws whether the Work and materials to accomplish the same are or are not included and provided for in the Subcontract Documents; and all such Work and materials made necessary by the governing laws in order to complete the Work shall be performed and furnished without additional charge or expense to Contractor. The Subcontractor shall abide by all applicable state and federal laws and regulations with regard to its work on the Project including, but not limited to, those laws and regulations relating to maintenance of I-9 forms demonstrating that employees are eligible to work lawfully in the United States and classification of employees as workers instead of independent contractors. The Subcontractor shall be registered to do business in the state in which the jobsite is located. If the Project is located in Massachusetts, and if Subcontractor is a nonresident contractor as that term is used in Massachusetts General Laws, ch. 641, §31A, Subcontractor shall provide Contractor with the certificate obtained from the Massachusetts Department of Revenue under that statute.

(b.) Subcontractor shall furnish a Material Safety Data Sheet (MSDS) to Contractor for such product, material or substance brought onto the job site by Subcontractor or its employees, agents or materialmen as and when required by the Massachusetts Right to Know Law or by any other applicable statute or regulatory authority. Subcontractor shall be solely responsible for determining when an MSDS is required in connection with

its work. Subcontractor agrees during the performance of this Agreement to comply fully with Contractor's safety program and with Executive Order 11246 - Equal Employment Opportunity, specifically part III, and all amendments thereto or replacements therefor. The provisions of said Executive Orders as they may apply shall be included in all of Subcontractor's subcontracts and purchase orders.

(c.) The Subcontractor shall hold Contractor, to the extent permitted by law, harmless from any and all claims, damages, or loss resulting from a violation by Subcontractor of any law, ordinance, statute, rule or regulation of any governmental authority.

12. LABOR, HARMONY. (a.) Subcontractor shall comply with and be bound by all statutes, rules and regulations governing wage rates as provided in the Contract Documents, including but not limited to any and all Project Labor Agreements. All subcontracts for the Project have been or will be awarded and labor employed without prejudice to labor organization affiliation. Subcontractor shall employ labor and mechanics, procure materials from such sources, and proceed with the Work in a manner which will result in harmonious relations on the job site, and the labor employed by Subcontractor will at all times work in harmony with labor employed by Contractor or any subcontractor on the Project. Contractor has the right to proceed as set forth in paragraph 18 if a work stoppage of five (5) consecutive days occurs due to a labor dispute involving any of Subcontractor's labor or mechanics, including but not limited to jurisdictional disputes.

(b.) All Subcontractors and their employees shall work in harmony with all other labor on the Project, and there shall be no work stoppages or other manifestations of labor related disputes at or near the Project which in any way interfere with work on the Project. The Subcontractor shall promptly notify Contractor of any actual or threatened labor dispute or difficulty. In the event that any labor dispute or difficulty arises which is related in any manner to or involves Subcontractor's employees, agents, suppliers or sub-subcontractors, thereby causing any delay, interference, or stoppage of any portion of the Work, and such delay, interference or stoppage continues for twenty-four (24) hours, Contractor may, at its option, then, or at any time thereafter, terminate the Subcontract in accordance with the provisions of Section 7.1 and Contractor shall thereupon have no further liability hereunder to Subcontractor except as provided in Section 7.1. In lieu of or prior to such termination, Contractor may suspend Subcontractor's right to be on the Project site or to perform any of the Work. Should a Reserve Gate System be established at the jobsite, Subcontractor and its employees, visitors and suppliers shall abide by the requirements of that gate system.

(c.) At the request of Contractor, Subcontractor shall cooperate to the fullest extent in the resolution of labor disputes including, without limitation, and at Subcontractor's expense, the filing of complaints with the National Labor Relations Board, State Labor Agency or other courts of competent jurisdiction, as may be appropriate, to prosecute such complaints and appear and testify and execute such affidavits and documents as may be necessary and desirable in connection therewith as well as to appear, testify and execute affidavits and documents in any proceeding brought by Contractor.

(d.) The Subcontractor shall pay all of its employees on the Project by check, deduct those withholdings required by state and federal law and provide verification of compliance with the foregoing obligations by submitting to General Contractor and/or Owner, on request, payroll records certified under oath that shall provide the name, address and all hours worked by all employees people performing work for Subcontractor on the Project.

13. LIENS. (a.) Subcontractor shall, as and when requested and in form satisfactory to Contractor, furnish evidence satisfactory to Contractor, Owner and Architect/Engineer that all amounts due for labor, equipment and materials furnished Subcontractor in connection with performance of the

Subcontract have been paid, including union health, welfare and pension fund payments and payroll taxes.

(b.) Subcontractor agrees to cause prompt discharge of any claims against the Project, Contractor, Owner, or the property on which the Project is located, by way of lien, attachment, encumbrance, or otherwise, which claims are asserted in consequence of rights claimed through Subcontractor by any and all subcontractors, suppliers, vendors and materialmen, or any other person or entity, and such actions shall be at the sole expense of Subcontractor and any expense of Owner or Contractor in discharging such claims will be directly reimbursed by Subcontractor or such monies may be retained by Contractor and subtracted from any payments due or to become due Subcontractor. If Subcontractor shall fail to make prompt payment for all labor, equipment and materials furnished by it hereunder, Contractor may apply any funds payable to Subcontractor under this Agreement to the payment of such liabilities.

14. DEFECTIVE WORK. The Subcontractor agrees that it shall do, perform, obtain, furnish and provide, at its own expense, all work, labor, materials, permits, tools, equipment, scaffolding and staging in a workmanlike manner and to the full satisfaction of Architect, Contractor and Owner, and in proper cooperation with Contractor and other Subcontractors so as not delay or otherwise interfere with or obstruct their work; that it shall provide sufficient, safe and proper facilities at all times for the inspection of its Work; that it shall, within twenty-four (24) hours or such reasonable time as Contractor allows, after receiving written notice from Contractor, at its own cost and expense, remove from the grounds or building all materials condemned by Architect, Owner or Contractor, and take down and/or rebuild all portions of the Work which Architect, Owner or Contractor shall, by like written notice, condemn as unsound or improper, or as in any way failing to conform to the Subcontract Documents. Work performed and materials furnished by Subcontractor and not approved by Architect, Owner and Contractor shall not be accepted.

15. CHANGES. (a.) The Contractor may at any time by written order of Contractor's authorized representative, and without notice to Subcontractor's surety, make changes in, additions to and reductions in the Work to be performed under this Agreement, and Subcontractor shall promptly proceed with the performance of this Agreement as so changed.

(b.) For changes in the General Agreement that have been initiated by Owner or Architect/Engineer and for acts or omissions of Owner or Architect/Engineer and/or defects in the Contract Documents, Subcontractor shall submit, in writing, any claims it may have for adjustment in the price, schedule or other provisions of the Agreement to Contractor prior to commencing any work for which Subcontractor makes claim. Subcontract adjustments shall be made only to the extent and in the manner that Contractor is entitled to relief from or must grant relief to Owner.

(c.) Proceeding with the extra Work included in a change order shall constitute a final settlement on all matters relating to the change in the Work that is the subject of the change order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the subcontract sum and the construction schedule.

16. TIMING, DELAYS. (a.) It is specifically understood that time is of the essence of this agreement. The Subcontractor agrees to perform the work diligently in accordance with the directions of Contractor and in compliance with the job schedules of Contractor. The Subcontractor has made allowance for all hindrances and delays. The Subcontractor shall at all times provide a sufficient number of workers and sufficient materials and equipment to accomplish the foregoing. The Subcontractor may be held liable for all damages, costs, losses and expenses resulting directly or consequentially from its failure to meet time limits contained or referred to in the Subcontract Documents. A labor dispute, other than an industry-wide dispute, shall not provide an excuse for failure to meet such time limits. The Subcontractor shall promptly notify Contractor of any anticipated delay in its Work and the

cause therefore and shall also notify Contractor of any delay anticipated in the Work of others and of any deficiency in the Work of others which may cause delay in the progress of Subcontractor's Work. No provision in the Subcontract Documents shall in any way prevent or interfere with Contractor's right to modify or change the time for the performance of the Work and the completion thereof to meet the requirements of Contractor for the efficient completion of the Project as may be determined by Contractor in its absolute discretion.

(b.) Subcontractor shall have no claim for money damages or additional compensation for delay, hindrance and/or interference no matter how caused, but for any increase in the time required for performance not due to the fault of Subcontractor, Subcontractor shall be entitled only to such extension of time for performance of its Work as shall be allowed to or by Contractor.

(c.) No allowance for an extension of time, for any cause whatsoever, shall be claimed by Subcontractor unless Subcontractor shall have made written request upon Contractor for such extension within forty-eight (48) hours after the cause of such extension occurred, or, if the Contract Documents provide for a shorter period, within sufficient time to permit Contractor to give notice to Owner or Architect/Engineer within the time allowed by the Contract Documents for such notice.

17. SAFETY. (a.) The Subcontractor shall be responsible for the prevention of accidents and agrees to comply with and abide by any safety program established by Contractor or Architect and with all laws, regulations and codes concerning safety as they shall be applicable to the Work, including, without limitation, the Occupational Safety and Health Act and all regulations promulgated thereunder. If Subcontractor fails or neglects to comply with the safety program or any of the applicable laws, regulations or codes concerning safety, Contractor may take whatever measures are necessary to bring Subcontractor's performance into compliance and Contractor may deduct the cost of such measures from any payments due or to become due to Subcontractor.

(b.) The Subcontractor agrees to follow and abide by all safety programs set up by Contractor including without limitation, Contractor's Safety Plan, a copy of which is available at Contractor's main office and field for review. This project shall be operated as a "hard hat job." The Subcontractor will furnish hard hats to all of its personnel who are employed at the jobsite and will see to it that they are worn. The Subcontractor agrees that it will dismiss any workman from the work who shall refuse to wear a hard hat. The Subcontractor agrees to insert the provisions of this clause in all subcontracts and purchase orders. The Subcontractor agrees that it will see to it that all of its subcontractors and vendors comply with the requirements of this clause. The Subcontractor agrees to comply with all applicable state and federal law including without limitation, the Occupational Safety and Health Act of 1970 and the so-called "Right to Know" law, as amended from time to time. The Contractor further assumes no liability for Subcontractor's noncompliance with any provisions of this paragraph, including, but not limited to OSHA penalties or other monetary fines related to Subcontractor's health and safety violations, down time resulting from Contractor's written notification to remedy unsafe practices, removal of Subcontractors, its employees or subcontractors, or termination of this Agreement for failure to comply with any of the terms herein. Before using on site any material listed on the Massachusetts Substance List, Subcontractor shall furnish Contractor with a copy of the required Material Safety Data sheet for that substance. Failure to do so will result in Construction Coordinators, Inc. providing same and a \$500 back-charge.

(c.) In addition to other recourses of action including worker or firm dismissal, Construction Coordinators, Inc. will assess fines to Subcontractor for violation of safety regulations referred to in Paragraph 17(b.). For the first violation on the job, a written warning will be issued. For the second violation, whether or not it is related to the first violation, a \$500.00 back-

charge will be made to the contract amount. For a third and subsequent violations, the amount of the fine will be increased by \$500.00 for each violation.

(d.) The Subcontractor shall be responsible for fines that are assessed to Construction Coordinators, Inc. by OSHA or other such agency, as a result of Subcontractors failure, or neglection to comply with the safety program or any of the applicable laws, regulations or codes concerning safety.

18. TERMINATION. (a.) Should Subcontractor in the opinion of Contractor at any time refuse, neglect to, or fail in any respect to prosecute the Work promptly and diligently, or fail to perform any of the agreements on his part herein contained, or fail to make timely payment for all labor, materials and equipment, union health, welfare and pension fund payments or payroll taxes furnished as a result of this Agreement, then Contractor may, after 24 hours written notice to Subcontractor, provide any such labor, equipment or materials, and deduct the cost thereof from any money due or thereafter becoming due to Subcontractor; and Contractor may terminate the employment of Subcontractor, take possession of all Subcontractor's materials and equipment on the job site; employ any other person and take such other action necessary to complete the Work, and charge the cost of such completion and any damages and expenses incurred by Contractor by reason of Subcontractor's default against any unpaid balance of the Subcontract Sum, and if such costs, damages and expenses shall exceed such unpaid balance, such excess shall be paid on demand by Subcontractor to Contractor. If Contractor elects to terminate Subcontractor or to supplement Subcontractor's work efforts, Subcontractor shall not be entitled to receive any further payments under this Agreement until the Work is completed.

(b.) The Subcontractor agrees that Contractor may, on five (5) days written notice to Subcontractor, terminate this Agreement in whole or in part for Contractor's convenience. Subcontractor's remedy for termination for convenience is limited to the following: (i) Subcontractor shall be entitled to be paid pursuant to the prices set forth in Section 2 hereof for all Work properly performed prior to termination; (ii) Partial payment shall be made for lump sum items of Work on the basis of the percent complete of such items at the time of termination; and (iii) Subcontractor shall not be entitled to any compensation for loss of anticipated profits, unallocated overhead or any other item not specifically mentioned above. All such payments are conditional upon Contractor receiving payment from Owner.

(c.) If the General Agreement is terminated by Owner, Contractor may, upon written notice to Subcontractor, terminate this Agreement and the termination settlement under this Agreement shall be as provided in the Contract Documents. The Subcontractor shall not be entitled to receive any greater amount than Contractor may on behalf of Subcontractor recover from Owner for such termination.

(d.) Upon a determination by a court of competent jurisdiction that termination of Subcontractor or its successor in interest pursuant to any provision of this Agreement was wrongful, such termination will be deemed converted to a termination for convenience and Subcontractor's remedies shall be limited to those set forth in Subsection 18(b).

19. DISPUTES. (a) Any and all claims or disputes not specifically covered elsewhere in this Agreement arising out of or relating to this Agreement or breach thereof, if not settled by the agreement of the parties hereto, shall be settled by arbitration; except that the determination by Owner, Architect/Engineer, or any court, board of arbitration or other tribunal pursuant to the provisions of the Contract Documents with respect to any dispute or claim relating to this Agreement or the Work performed or to be performed hereunder shall be binding upon Subcontractor and Subcontractor agrees to accept such determination, provided Subcontractor shall have been given reasonable notice of such dispute, proceeding or litigation and opportunity to make defense or present claims.

(b.) Subcontractor agrees that under no circumstances shall officials, managers, members, officers, directors, partners, principals, representatives,

attorneys, agents, employees of Contractor be personally liable, whether directly or indirectly, by reason of any default by Contractor in the performance of any of the obligations of Contractor under this Agreement.

(c) In no event shall Contractor be liable for any consequential or special damages.

20. INDEMNIFICATION. (a.) Subcontractor hereby assumes the entire responsibility and liability for all Work, supervision, labor and materials provided pursuant to this Subcontract, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies and other things provided by Subcontractor until final acceptance of the entirety of the Work by Owner. In the event of any loss, damage or destruction thereof from any cause, Subcontractor shall be liable therefor, and shall repair, rebuild and make good said loss, damage or destruction at Subcontractor's cost, subject only to the extent that any net proceeds are payable under any builder's risk property insurance that may be maintained by Owner or Contractor, if any.

(b.) Subcontractor shall be liable to Contractor for all costs Contractor incurs as a result of any failure of Subcontractor, or any of its suppliers or subcontractors of any tier, to perform.

(c.) To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Contractor, Owner and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of Subcontractor's Work under the Subcontract, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Subcontractor or any entity for which it is legally responsible or vicariously liable and; regardless whether the claim is presented by an employee of Subcontractor. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the Subcontractor or the rights of the Contractor contained in this Subcontract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under any workers' compensation acts, disability benefits acts or other employee benefits acts. This indemnification shall be in addition to any indemnity liability imposed by the Contract Documents, and shall survive the completion of the Work or the termination of the Subcontract.

(d.) Subcontractor's assumption of liability is independent from, and not limited in any manner by, the Subcontractor's insurance coverage obtained pursuant to Article 5, or otherwise.

21. ASSIGNMENT. Neither this Agreement nor any part thereof, nor any payments becoming due hereunder shall be assigned by Subcontractor without the written consent of Contractor. This Agreement may not be changed or modified except by written agreement between the parties.

22. BANKRUPTCY, ETC. Should Subcontractor be adjudged a bankrupt, insolvent, or make an assignment for the benefit of creditors, or suffer the appointment of a receiver to administer his affairs, or commit any act of bankruptcy, Contractor shall have the rights provided in paragraph 18.

23. ATTORNEY'S FEES. Should the Contractor prevail in any court action or arbitration described herein, the Subcontractor further agrees to pay as damages all Contractor's legal fees and expenses, including without limitation, all costs and fees associated with any mediation, arbitration, and litigation proceeding including consultant fees and any effort to realize or execute any such judgment or award.

24. SEVERABILITY AND WAIVER. Should any provision of this Agreement be invalid as a matter of law, such invalidity shall affect only

such provision and shall not invalidate or affect the remaining provisions of this Agreement. The failure of Contractor to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of the 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.

25. MODIFICATION OF AGREEMENT. Contractor and Subcontractor agree this Subcontract, including the terms and conditions attached hereto

IN WITNESS WHEREOF the parties hereunto set their hands and seals as of the date first written above.

By: _____

(subcontractor)

(name and title)

(signature)

and instruments incorporated by reference, constitutes the entire agreement now existing between them. No modification or amendment of the Subcontract shall become a part of this Agreement unless it is written and executed by an officer or principal of Contractor and Subcontractor.

26. ADDITIONAL PROVISIONS. Additional provisions are as detailed on the Exhibits attached hereto.

Construction Coordinators, Inc. _____

(name and title)

(signature)