



Subcontract Agreement
Subcontract #: _____

BCCI Construction LLC
1160 Battery Street, Suite 250
San Francisco, California 94111
Phone: (415) 817-5100

California License #492944

[Title of Scope of Work Inserted]

Subcontract Date: _____

[Subcontractor]
[Address]
[Address]

CREATED BY: [Name of Officer]
BCCI Construction LLC
1160 Battery Street, Suite 250
San Francisco, California 94111
(415) 817-5100
Email address: _____

Project Name:
Project Address:

Due Date: _____

Project Number: _____

Contract Status: _____

INCLUSIONS: Subcontract Agreement with all Exhibits listed below, which are included within the Subcontract Agreement as if fully re-written herein:

- Exhibit A - Scope of Work
- Exhibit B - Construction Schedule
- Exhibit C - Subcontractor Insurance Requirements
- Exhibit D - Subcontractor Performance & Payment Bond and Default Insurance Requirements
- Exhibit E - Pricing Documents
- Exhibit F - BCCI Corporate Support Protocols & Documentation
- Exhibit G - State Specific Rider [Applicable for Work Outside of the State of California]
- Exhibit H – [Other, If Applicable]

#	Description	Cost Code	Amount
			\$
		Grand Total:	\$

This is a **Subcontract Agreement (“Agreement”)** between BCCI Construction LLC (“BCCI” or “Contractor”) and **[Name of Subcontractor]** (“Subcontractor”), to perform Subcontractor’s Scope of Work for the Project:

Name of Owner: [Name of Owner]
[Address]
[Address]

Project Name: [Project Name]
Project Address: [Project Address]
[Project Address]

Subcontractor understands and acknowledges that Contractor has entered into a Prime Contract, Master Contract, or other written agreement with an Owner of the property on which work is being performed. The work for that Project is to be performed in accordance with the Prime Contract, any exhibits or other documents noted and incorporated by reference therein, and the Project’s plans and specification (collectively the “Prime Contract Documents”). The Prime Contract between Owner and Contractor is available for review by Subcontractor at Contractor’s office. The Subcontractor has been given the opportunity to review the pertinent parts of the Prime Contract and affirms that it has received all of the information it needs concerning the Prime Contract (including the Prime Contract Documents), all of which are incorporated by reference and made a part hereof. In event of any conflict between the terms and conditions of the Prime Contract Documents and this Agreement, the terms imposing the more demanding condition, duty or standard of performance, or the greater limitation on the nature and type of relief allowed to Subcontractor shall control.

The Project’s plans and specifications have been prepared by or on behalf of the Architect, being:

Name of Architect: [Name of Architect]
[Address]
[Address]

Section 1 – Entire Contract

Subcontractor certifies that Subcontractor is fully familiar with all of the terms of the Prime Contract, the associated Contract Documents, the plans and specifications, the location of the job site, and the conditions under which the work is to be performed, and that Subcontractor enters into this Agreement based upon its investigation of all such matters and is in no way relying upon any opinions or representations of Contractor. It is agreed that this Agreement represents the entire agreement between Contractor and Subcontractor on this Project. Subcontractor agrees that any and all of the terms, conditions, Contracts and Agreements between Owner and Contractor are incorporated into this Agreement and Subcontractor agrees to be bound to Contractor in the same manner and to the same extent as Contractor is bound to Owner under the Contract Documents, to the extent of the work provided for in this Agreement, and that where in the Contract Documents reference is made to Contractor and the work or specification therein pertains to Subcontractor’s trade, craft, or type of work, then such work or specification shall be interpreted to apply to Subcontractor instead of Contractor. Subcontractor acknowledges that the Work to be performed may be distributed throughout the plans and specifications, and all Contract Documents, as well as any incidental work reasonably necessary to complete the Work in Section 2. The phrase "Contract Documents" is defined to mean and include all those documents defined to be "Contract Documents" in the Prime Contract; the plans and specifications for the Project; this Agreement; and other documents designated by Owner or Contractor as Contract Documents. If there are any inconsistencies between the provisions of this Agreement and the Prime Contract, the stricter provision shall control.

Section 2 – Scope

Subcontractor agrees to furnish all labor, services, materials, installation, permits, fees, licenses, assessments, tests, inspections and approvals, cartage, hoisting, supplies, insurance, equipment, fire watch, scaffolding, tools and other facilities of every kind and description required for the prompt and efficient execution of Subcontractor’s Scope of Work, which includes but is not limited to:

- Required certificates of testing, approval or inspection shall be secured by Subcontractor and promptly delivered to Contractor.
- Compliance with all Building Rules, Regulations, and base building specifications (a copy is available for photocopying in our office).
- Progressive removal and clean-up of trade related debris.

- BCCI Requires all subcontractors to participate and cooperate with our Quality Control Team to complete the BCCI pre-punch list prior to the architect’s punch list on all projects.
- All subcontractors are to submit all applicable close-out documents and all MEP trades must maintain and forward to BCCI upon completion of each phase, four sets of “as-builts” MEP drawings and one Auto-CAD or as indicated in building rules and regulations within two weeks of substantial completion.

2.1 Inclusions

Subcontract Agreement with all Exhibits listed below, which are attached, expressly incorporated by reference into the Agreement and made a part hereof as if fully set forth herein at length:

- Exhibit A - Scope of Work
- Exhibit B - Construction Schedule
- Exhibit C - Subcontractor Insurance Requirements
- Exhibit D - Subcontractor Performance & Payment Bond and Default Insurance Requirements
- Exhibit E - Pricing Documents
- Exhibit F - BCCI Corporate Protocols & Documentation
- Exhibit G - State Specific Rider [Applicable for Work Outside of the State of California]

2.2 Exclusions (If Any)

- [XXXXXX] [XXXXXX] = Note to Mike Dugan: Make editable field in CMiC template.
- [XXXXXX]
- [XXXXXX]

If this Scope of Work requires the Subcontractor to provide design services or other professional services in order to comply with design and performance criteria, the Subcontractor shall provide those services necessary to satisfactorily complete the Scope of Work. If required, those services shall be procured from licensed design professionals, with an appropriate signature and seal on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to this Scope of Work. The Contractor shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals provided by Subcontractor.

Section 3 – Subcontract Price

Contractor agrees to pay to Subcontractor for the strict performance of the Scope of Work, at the times and in the manner set forth in this Agreement, which shall include all permits, fees, licenses, assessments, inspections, testing and taxes necessary to complete the Scope of Work, the sum of:

Grand Total of \$ _____,

subject to additions and deductions for changes in the Work as may be directed in writing by Contractor.

Subcontractor is an independent contractor and shall, at its sole cost and expense, and without increase in the Subcontract Price, comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the Work; obtain all necessary permits and licenses therefor, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all federal and state taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries, or other remunerations paid to Subcontractor's employees, whether levied under existing or subsequently enacted laws, rules or regulations. Subcontractor, upon request, shall furnish evidence satisfactory to Contractor that any or all of the foregoing obligations have been fulfilled.

Subcontractor recognizes that certain scope and trade costs are an integral term of the Agreement between Contractor and Subcontractor. If Subcontractor fails or refuses to perform such items, Contractor may back charge Subcontractor any trade support or subcontractor support costs, trade requirements, trade administration and oversight, trade damage and the like, trade fee transfer or other costs incurred by Contractor for such items or any other obligations and responsibilities of Subcontractor.

Section 4 – Payment Schedule

Contractor agrees to pay Subcontractor, in monthly progress payments, for labor, materials, equipment and other items in Section 1, which have been performed and incorporated into the work by Subcontractor. Subcontractor's invoices for the current month's work must be in Contractor's office, at 1160 Battery Street, Suite 250, San Francisco, CA 94111 by the 15th day of each month and on the forms provided by Contractor. This form is an excel file and may be submitted by electronic

mail (E-mail). All subcontractor requests for payment must include the BCCI Job Number. Subcontractor acknowledges that for all Projects with more than one (1) billing cycle, Subcontractor will receive a billing schedule from Contractor. Pre-purchased materials must be identified prior to the first billing cycle so that they may be incorporated into the billing schedule. Based upon the construction schedule, the billing schedule will establish the anticipated percentages to be billed by Subcontractor for each month for each trade. Subcontractor agrees that as a condition precedent in order for Subcontractor to receive any payments or other monies from Contractor related to the Project, it must (1) strictly comply with each and every term and condition of this Agreement or any corresponding Subcontract, Purchase Order or Field Order or any other Agreement between Contractor and Subcontractor; and (2) Subcontractor must not otherwise be in default of the of this Agreement or any corresponding Subcontract, Purchase Order or Field Order or any other agreement between Contractor and Subcontractor.

The request for payment must project work completed through the end of the month, in accordance with the billing schedule and must be submitted on the required form by the 15th of each month. Any deviations from the billing schedule must be approved by Contractor. Prior to the current month's billing cutoff, Contractor will notify Subcontractor of any change in the billing schedule. Any Subcontractor request for payment that does not comply with the billing schedule will be rejected unless Subcontractor received prior approval from Contractor for such deviation. Any Subcontractor request for payment that does not meet any billing requirements will be returned to Subcontractor and not included in the current month's billing to the Owner. Any Subcontractor request for payment received after the 15th day of the current month that meets all billing requirements will be made part of the billing to the Owner for the following month. Only the correct original contract amount and approved change orders may be included in requests for payment. Any unapproved change orders must be listed in the Pending Change Order section of the Subcontractor Request for Payment Form. Contractor will pay Subcontractor in monthly payments of ninety percent (90%) of labor and materials which have become a part of the Work and for which payment has been made by Owner to Contractor. Contractor may require Subcontractor and all lower-tier Subcontractors and Suppliers to furnish proof of payment of all labor and materials, and the signing of appropriate lien releases prior to payment. Contractor at its option, may make any payment due hereunder by check made payable jointly to Subcontractor and any of its subcontractors or suppliers who have performed Work or furnished materials under this Agreement. Any payment made hereunder prior to completion and acceptance of the Project as defined in the Contract Documents, shall not be construed as evidence of acceptance or acknowledgement of completion of any part of the Work, or waiver of any Contractor's rights. Upon request by Contractor, Subcontractor shall provide for itself and for any lower tiered subcontractor operating under its direction specified records or documents referenced in Labor Code Sections 226 (a), 1174 (b), (c) and (d), and/or California Code or Regulations Section 16000, "Payroll Records" within fourteen (14) days of Contractor's request.

Upon request by Contractor, Subcontractor shall submit to Contractor a "Statement of Employer Payments" for itself and for every lower tiered subcontractor operating under its direction (attached) with the first submittal of certified payroll records. Thereafter, an amended copy of this statement shall be submitted for any work period when wages, fringe benefits and/or payments have been changed or modified.

Upon request by Contractor, Subcontractor shall submit to Contractor complete and accurate certified payroll records for itself and for every lower tiered subcontractor operating under its direction, for each week when labor is performed on the Project. Certified payroll records may be submitted by using the attached "Private Construction Payroll Reporting Form," Form CEA - 1, or by using a format that contains the same information included on this form. In addition, and upon request by Contractor, a "Statement of Non-Performance" (attached) shall be submitted to Contractor for any work week when labor is not performed. Upon written request, Subcontractor agrees to submit certified payroll reports to Contractor no later than (3) working days after labor has been paid.

Subcontractor shall obtain and maintain a business license or its equivalent ("**License**") in the municipality or other governing jurisdiction where the Project is located. Prior to the commencement of any Work, Subcontractor shall produce to Contractor a copy of the License and other related information requested by Contractor. Compliance with this term of the Agreement is an express condition to any payment due and owing by Contractor to Subcontractor for the Project.

Retainage must be held on all requests for payment for the entire amount billed to date, not on the current billing amount. Retainage shall be billed as indicated on the projection billing schedule or at the completion of the Subcontractor's portion of work if a billing schedule is not provided. Retainage money will not be released to Subcontractor until all closeout documents (i.e., supplier and vendor lien releases, as-built drawings, warranties, O&M manuals, etc.) have been received by Contractor. Retention will be withheld at the percentage stated in the BCCI Invitation to Bid but in no case less than ten (10%) percent of the subcontract value. The retention shall be paid either within ten (10) days of receipt of final retention payment from Owner, or not less than thirty-five days after the entire work required by the Prime Contract has been fully completed in conformity with the Contract Documents and has been delivered and accepted by Owner, Architect, and Contractor. At Contractor's sole discretion, Contractor may, but is not required to, release retention prior to thirty-five days after completion of the entire work to certain subcontractors whose work is complete and not in dispute.

Contractor may withhold all or part of any payments, subject to any applicable law, claimed by Subcontractor, or on account of discovered evidence, may nullify all or part of and any amounts previously paid, for any of the following reasons:

- .1 Defective work not remedied.
- .2 Third party claims filed or reasonable information indicating probable filing of such claims unless security acceptable to Contractor is provided by Subcontractor.
- .3 Failure of the Subcontractor to make payments properly for labor, materials or equipment to its subcontractors and/or suppliers performing Work or furnishing materials under this Subcontract.
- .4 Reasonable information that the Work may not or cannot be completed for the unpaid balance of the Subcontract Price or within the time required by this Subcontract.
- .5 Damage to the Owner, Contractor or another subcontractor caused or alleged to be caused by Subcontractor.
- .6 Reasonable information that the unpaid balance of the Subcontract Price will not be adequate to cover any liquidated or delay damages or which Subcontractor is responsible.
- .7 Failure to carry out the Work in accordance with the Contract Documents.
- .8 Penalties assessed against Contractor or Subcontractor for failure of Subcontractor, or its subcontractors or suppliers, to comply with federal, state or local laws and regulations.
- .9 Failure of the Subcontractor to submit insurance certificates and endorsement as required by this Agreement or the Contract Documents or failure to maintain all required insurance.
- .10 Failure of the Subcontractor to comply with Project Closeout Requirements or otherwise fail to submit any part of the required Project Closeout Package required by this Agreement or the Contract Documents.

Any amounts withheld or nullified shall not be considered due to Subcontractor under this Agreement. When Subcontractor remedies any of the above reasons for withholding payment, Contractor shall pay Subcontractor in the next monthly payment to Subcontractor.

Failure of Subcontractor to comply with the terms and conditions of this Agreement for itself and for every lower tier subcontractor operating under its direction, shall result in the withholding of Subcontractor's progress payment(s) and may be deemed a material breach of the Agreement. Failure of Subcontractor, or any lower tiered subcontractor operating under its direction, to pay a wage claimant or a third party on a wage claimant's behalf in accordance with their agreement, shall result in the withholding of Subcontractor's progress payment(s) and/or retention and may be deemed a material breach of the Agreement.

Should Contractor receive notice from the Division of Labor Standards Enforcement, a trust fund, joint labor-management cooperation committee established pursuant to the federal Labor Management Cooperation Act of 1978, or other interested party about Subcontractor's or any lower tiered subcontractor's failure to pay wages and/or fringe benefits in accordance with the above referenced statutes, Wage Order 16-2001, an employment contract or agreement, or a collective bargaining agreement, Contractor may retain sufficient sums from progress payments or retention to cover the alleged liability. Amounts retained may be held pending a final order, judgment, court order or dismissal of the case.

All Subcontractor requests for payment must include either a conditional progress lien release or a conditional final lien release in accordance with California law. Upon the Owner's request, Conditional and Unconditional lien releases shall be either notarized or stamped with a corporate seal. Progress payments will be accompanied by an unconditional progress lien release. These unconditional lien releases must be returned to Contractor's office within ten (10) days of receipt. No further payments will be made to Subcontractor until it has returned an unconditional lien release from a prior progress payment. Final payments will require an unconditional final lien release exchanged for the final check and upon Owner's request may require a corporate seal or notarization. Subcontractor shall be responsible for all trade costs, including trade fee transfer, incurred by Contractor in accordance with this Agreement and all written additions, amendments and agreements between Contractor and Subcontractor hereto.

The following forms are part of this Agreement and attached for reference:

- Subcontractor Request for Payment
- Conditional Waiver and Release Upon Progress Payment
- Conditional Waiver and Release Upon Final Payment
- Unconditional Waiver and Release Upon Progress Payment
- Unconditional Waiver and Release Upon Final Payment

Subcontractor shall submit all "close out" documents required by Contractor or the Prime Agreement in order to receive Final Payment. Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Work performed

by Subcontractor but shall in no way relieve the Subcontractor of liability for the obligations assumed under this Agreement or for faulty or defective work or services discovered after the final payment.

Section 5 – Insurance and Bonding Requirements

5.1 Subcontractor's Insurance Requirements for this Project are set forth in Exhibit C – Subcontractor Insurance Requirements identified with the Job Number above, which is incorporated by reference and made a part hereof. Subcontractor affirms that, prior to execution of this Agreement, it has reviewed these Insurance Requirements, understands same, and will procure and maintain all required coverages laid out therein prior to commencement of the work. Subcontractor shall cause each of its sub-subcontractors to purchase and maintain insurance of the same types with the same limits and endorsements as required of Subcontractor and shall provide proof of coverage.

5.2 Subcontractor's Bonding Requirements, if any, for this Project are set forth in Exhibit D – Subcontractor Performance & Payment Bond and Default Insurance Requirements, which is incorporated by reference and made a part hereof, as applicable. To the extent this Agreement requires Subcontractor to issue a Performance Bond and Payment Bond or alternatively, at the option of Contractor, requires Subcontractor to enroll in a Subcontractor Default Insurance Program, Subcontractor affirms that, prior to execution of this Agreement, it has reviewed the requirements set forth in Exhibit D, understands same, and will comply with the terms and conditions laid out therein.

Subcontractor Payment & Performance Bond Required: Yes [] No []; or

Subcontractor Default Insurance Program Enrollment Required: Yes [] No []

Section 6 – Indemnity

6.1. Indemnification of Claims. In no event shall this Section 6 be construed to require indemnification by Subcontractor to a greater extent than permitted under the laws or public policy of the State of California or the State where the Project is located including but not limited to Ca. Civ. Code § 2782(a) and § 2782.05(a). Subcontractor shall not be obligated under this Agreement to indemnify Contractor for claims arising from the active or sole negligence or willful misconduct of Contractor or Indemnitees, or for defects in design furnished by persons other than Subcontractor.

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor, the owner of the project, the owner of the property where the job/project is located, and all parties Contractor is required to indemnify in the Prime Contract, including all Additional Insureds, as defined in Exhibit C – Subcontractor Insurance Requirements and specified therein or in any other Contract Document, or as set forth in CertFocus/Vertikal under the above Project Number which is incorporated by reference and made a part hereof, and any other parties reasonably requested in writing by Contractor, as well as their respective affiliates, officers, directors, trustees, managers, members, employees, agents, representatives, volunteers, affiliates, parent companies, subsidiaries, sureties, successors and assigns and each of them (**collectively, the "Indemnitees"**), of and from any and all claims, demands, causes of action, damages, suits, debts, actions, proceedings, causes of action, costs, expenses, actual attorney's fees, expert and consultant fees, losses or liability, in law or in equity, of every kind and nature whatsoever ("**Claims**") which the Indemnitees, or any of them, may incur, suffer or sustain or be required to pay, arising out of this Agreement or to the extent caused by Subcontractor 's actions, default or breach of this Agreement, operations or Work performed under this Agreement. For the avoidance of confusion, this indemnity, defense and hold harmless obligation is intended to be interpreted as broadly as permitted under the law of the state where the Project is located and shall also include Claims for, and including, but not limited to:

- .1 Personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Subcontractor, Contractor, any Indemnitee or any other subcontractor and/or damage to property of anyone (including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission, whether active or passive, of Subcontractor or anyone directly or indirectly employed by Subcontractor or for anyone for whose acts Subcontractor may be liable;
- .2 The failure of the Subcontractor to perform, or to properly perform, its obligations, including the failure of the Subcontractor to perform professional design services, required under the Agreement;
- .3 Penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of Subcontractor or anyone directly or indirectly employed by Subcontractor or for anyone for whose acts Subcontractor may be liable;
- .4 Violation(s) of or non-compliance with any law, rule, regulation or ordinance relating to the Hazardous Materials transported, installed, used, stored, or released by Subcontractor or anyone directly or indirectly employed by Subcontractor or for anyone for whose acts Subcontractor may be liable;

- .5 Infringement of any copyrights or patent rights which may be brought against any Indemnitee arising out of Subcontractor's Work;
- .6 Claims and liens for labor performed or materials used or furnished to be used on any Project, including all damages resulting to any Indemnitee from such Claims or liens;
- .7 Subcontractor's failure to fulfill the covenants set forth in the Labor Relations section;
- .8 Failure of Subcontractor to strictly comply with the Insurance or Safety sections;
- .9 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, including, but not limited to, the use of Contractor 's or other's equipment;
- .10 Any Claim due to Subcontractor's failure to maintain and keep in full force and effect Workers' Compensation Insurance at all times required by this Subcontract;
- .11 Any Claim arising from Subcontractor's failure to maintain and keep in full force and effect a valid license issued by the California State Contractors License Board (or the comparable State agency or board in the event of Work performed outside of the State of California) to perform all of the Work it contracts with Contractor to perform at all times at all times required by this Subcontract;
- .12 Any debt owed to a wage claimant employed by Subcontractor or any lower tiered subcontractor operating under its direction or any debt owed to a third party on a wage claimant's behalf and for any violation of Industrial Welfare Commission Wage Order No. 16-2001 and/or any provision of the California Labor Code by Subcontractor or any lower tiered subcontractor operating under its direction.

Subcontractor agrees to include similar indemnification clauses in its contracts with lower tier subcontractors that specifically require lower tier subcontractors to indemnify the Contractor.

The indemnification requirements in this Agreement shall extend to Claims occurring after this Agreement is terminated as well as while it is in force. Except as provided by the laws or public policy of the State of California, Subcontractor's obligations under this Agreement do not affect and are not affected by the insurance required of Subcontractor under this Agreement. With respect to Claims by an employee of Subcontractor, anyone directly or indirectly employed by Subcontractor or anyone for whose act it may be liable, the indemnification obligation under this Agreement shall not be limited by a limitation on the amount of damages, compensation or benefits payable by or for Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Subcontractor shall promptly pay and satisfy any judgment, decree, settlement, or other resolution rendered against any Indemnitee.

6.2 Duty to Defend. Subcontractor shall:

- .1 At Subcontractor 's own cost, expense and risk, defend (except as set forth below), under a primary duty to defend, all Claims that may be brought or instituted by third persons, including, but not limited to, governmental agencies or employees of Subcontractor, against any Indemnitee immediately upon tender of a Claim from the date of the initiation of the Claim.
- .2 In accordance with this Agreement, pay and satisfy any judgment or decree that may be rendered against any Indemnitee arising out of any Claim.
- .3 In accordance with this Agreement, reimburse any Indemnitee for any and all legal, expert or consultant expenses incurred by any of them in connection herewith or in enforcing the indemnity granted in this Agreement or by law, specifically including in this reimbursement obligation, any Claims related to professional services, architectural, design, engineering or other services covered by Professional Liability Insurance where a defense is not provided in the Insuring Agreement but rather a reimbursement obligation of the Named Insured for the benefit of the Indemnitees.
- .4 Should a Joint Defense Agreement be appropriate between Contractor and Subcontractor (and/or with any other Indemnitee), Contractor and Subcontractor agree to negotiate in good faith and under commercially reasonable terms to enter into such a Joint Defense Agreement.
- .5 Subcontractor agrees to include similar defense clauses in its contracts with lower tier subcontractors that specifically require lower tier subcontractors to defend the Contractor and any Indemnitees.
- .6 Subcontractor's duty to defend shall arise immediately upon a Claim alleging facts that may potentially give rise to indemnity under this Agreement, regardless of whether or not a trier of fact has adjudicated Subcontractor's actual responsibility.

6.3 Contribution. Upon final adjudication of any Claims, whether by final judgment, mediation, arbitration, settlement or by resolution in any other tribunal or forum, where Subcontractor defended any Indemnitee, Contractor or its applicable insurance shall be responsible for costs, damages, and expenses, including reasonable attorney's fees and other defense costs, in direct relation to Contractor's proportional amount of fault for the Claim. For purposes of determining Contractor's contribution to Subcontractor, any costs, damages, and expenses, including reasonable attorney's fees and defense costs, incurred by Contractor at any time during the Project, shall also be included in the final adjudication amount of the

Claim and shall, on a “dollar for dollar” basis, be wholly offset against or credited to Contractor’s contribution to the Claim. This Section 6 shall remain in effect after termination of this Agreement and apply to acts and occurrences prior to termination. The indemnities obligations set forth in this Section shall not be limited by the insurance requirements set forth in this Agreement.

Section 7 – Time

Time is of the essence. Subcontractor will perform its obligations in accordance with schedules stated in the Contract Documents. Contractor will have the right to determine and, if necessary, change the time, order, and priority in which the various portions of the Work will be performed and all other matters relative to the Subcontract Work. Subcontractor shall prosecute the Work in a prompt and diligent manner in accordance with Contractor’s schedule and direction, without delaying or hindering Contractor’s Work or the work of other contractors or suppliers and without asserting any claim for additional compensation against Contractor. Subcontractor shall coordinate all Work with Contractor and all other contractors, subcontractors, and/or material suppliers, in a manner that will facilitate the efficient completion of the entire Project. In the event Subcontractor fails to maintain its part of the Contractor’s schedule, Subcontractor shall, without additional compensation, accelerate the work as Contractor may direct until Subcontractor’s work is in accordance with such schedule. Subcontractor shall schedule all required tests, approvals, and inspections so as not to delay the progress of the Work and shall give timely written notice to all required parties of such test, approvals, and inspections. No extension of time for Subcontractor will be granted unless the cause of such delay (1) delayed the entire job or (2) Subcontractor gave written notice to Contractor of the delay within two (2) business days of its occurrence and such delay was not within Subcontractor’s reasonable control.

Subcontractor shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details, samples, and do all other things necessary and incidental to the prosecution of its work in conformance with Contractor’s progress schedule. Subcontractor agrees to submit project foreman and/or superintendent field reports to Contractor no later than (3) working days after Contractor’s request.

No claims for additional compensation or damages for delay, whether caused in whole or in part by any conduct on the part of Contractor, including, but not limited to, conduct amounting to a breach of this Agreement, or delays by other Subcontractors or Owner, shall be recoverable from Contractor and the extension of time for completion shall be the sole remedy of Subcontractor; provided, however, that in the event Contractor obtains additional compensation from Owner on account of such delays, Subcontractor shall be entitled to such portion of the additional compensation from Owner as is equitable under all circumstances. Subcontractor shall fully cooperate with Contractor in the prosecution of any claim against Owner and shall pay Contractor’s and its own costs and expenses incurred in connection therewith, including attorney’s fees, to the extent the claim is at the request of Subcontractor.

Section 8 – Changes in the Work

Subcontractor shall make any and all changes in the Work as directed in writing by Contractor. Such changes shall not invalidate this Agreement. If a dispute arises between Contractor and Subcontractor about whether particular Work is a change in the Work, or if Contractor and Subcontractor are unable to agree on an appropriate adjustment for a change in the Work, Subcontractor shall timely perform the disputed Work, upon receiving written direction from Contractor. If Subcontractor intends to submit a claim for the disputed Work, it shall give prompt written notice to Contractor within five (5) days after commencing such disputed Work. Failure to provide such notice is a complete waiver by Subcontractor to make a Claim or receive payment for such disputed Work.

Contractor will not be obligated to pay Subcontractor for any work outside the scope of this Agreement unless Contractor has signed a written change order. In the event that Subcontractor provides extra labor or materials outside the scope of Subcontractor’s original work performed on an emergency basis or there were other exigent circumstances which reasonably prevented Subcontractor from obtaining a written change order prior to commencing such additional work, Subcontractor shall provide Contractor with written notice no later than ten calendar days after commencing such work, which notice shall contain an explanation of the nature, scope and approximate cost of such extra work and a reasonable explanation of why Subcontractor could not reasonably obtain a written change order prior to commencing such extra work. Subcontractor will provide all documentation and details for such extra work as required by Contractor or Owner. Absent either a written change order or the timely written notice provided in this Section, Subcontractor may not recover compensation for such extra work. Contractor may direct the Subcontractor to perform incidental changes in the Subcontract Work which do not involve adjustments in Contract Price or Contract Time. The Incidental Changes will be consistent with the scope and intent of the Contract Documents.

No change, alteration, or modification to or deviation from this Agreement, the Contract Documents, prime contract, plans, or specifications, whether made in the manner provided in this provision 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 9 – Liens

Subcontractor shall defend and indemnify Contractor and Owner against lien claims arising out of work performed by Subcontractor, except to the extent that such liens arise out of non-payment by Contractor or Owner for undisputed amounts. Subcontractor understands and acknowledges that Subcontractor is not entitled to mechanic's liens, stop notices or bond claims unless Subcontractor preserves its rights by filing and serving preliminary or other notices as required by law. Subcontractor understands and acknowledges further that, in the event Subcontractor has not validly preserved such rights, by filing and serving the required notices or otherwise, Contractor may instruct Subcontractor to release any liens, stop notices or bond claims and Subcontractor will be deemed in breach of this Subcontractor by its failure to so comply.

It is understood and agreed that the full and faithful performance of this Agreement on the part of Subcontractor (including the payment of any obligations due from Subcontractor to Contractor, and any amounts due to labor or material men furnishing labor or material for said work) is a condition precedent to Subcontractor's right to receive payment for the work performed, and any monies paid by Contractor to Subcontractor under the terms of this Agreement shall be impressed with a trust in favor of labor and material men furnishing labor and material to Subcontractor on the work herein subcontracted.

Section 10 – Termination of Subcontractor

10.1 Suspension by Owner for Convenience. Should Owner, for its convenience, suspend the entire Project or any part which includes the Work, and such suspension is not due to any act or omission of Subcontractor, or any other person or entity for whose acts or omissions Subcontractor may be liable, Contractor shall notify Subcontractor in writing and, upon receiving notification, Subcontractor shall immediately suspend the Work. Subcontractor, after receipt of Contractor's notice, shall notify Contractor in writing in sufficient time to permit Contractor to provide timely notice to Owner in accordance with the Prime Contract of the effect of such order upon the Work. To the extent provided in the Prime Contract and to the extent Contractor recovers such on Subcontractor's behalf, the Contractor agrees to cooperate with Subcontractor, at Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of an Owner suspension and to permit Subcontractor to prosecute the claim, in the name of Contractor, for the use and benefit of Subcontractor.

10.2 Suspension by Contractor. The Contractor may, for its convenience, order Subcontractor in writing to suspend all or any part of the Work for such period of time as Contractor determines is appropriate. Phased work or interruptions of the Work for short periods of time shall not be considered a suspension. Subcontractor, after receipt of Contractor's written order, shall notify Contractor in writing the effect of such order upon the Work. Neither the Subcontract Price nor the time for performance shall be adjusted for any suspension, to the extent that the suspension is due in whole or in part to the fault or negligence of Subcontractor or otherwise the responsibility of Subcontractor. If and to the extent the suspension is due to a cause for which Subcontractor would have been entitled only to a time extension under this Agreement, the Subcontract Price shall not be adjusted.

10.3 Right to Adequate Assurance. When reasonable grounds for insecurity or deficiency arise with respect to Subcontractor's performance, Contractor may in writing demand adequate assurance of performance by Subcontractor in accordance with the Contract Documents. Subcontractor's failure to provide within two (2) business days of the demand for such assurance by the Contractor is a default and material breach of the Agreement.

10.4 Notice to Cure. If Subcontractor at any time refuses or neglects to supply enough properly skilled workers and proper materials, or fails to properly and diligently prosecute the Work, or fails to make prompt payment to its workers, sub-subcontractors or suppliers, or becomes delinquent with respect to contributions or payments required to be made to any health and welfare, pension, vacation, apprenticeship or other employee benefit program or trust, or fails to provide adequate assurance, or is otherwise guilty of a material breach of a provision of this Subcontract, and fails within two business days after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Contractor, 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 Contractor deems necessary for completion of the Work or any part thereof which Subcontractor has failed to complete or perform, and charge the cost thereof to Subcontractor, who shall be liable for the payment of that cost and a markup of fifteen per cent (15%) for overhead and profit, plus actual attorneys' fees incurred as a result of Subcontractor's failure of performance; (b) contract with one or more additional contractors to perform such part of the Work as Contractor shall determine will provide the most expeditious completion of the entire Project and charge the cost thereof to Subcontractor, who shall be liable for the payment of that cost and a markup of fifteen percent (15%) or overhead and profit, plus actual attorneys' fees incurred as a result of Subcontractor's failure of performance; and (c) withhold payment of any monies due Subcontractor pending corrective action to the extent required by and to the satisfaction of Contractor.

10.5 Termination for Default. If Subcontractor fails to commence and satisfactorily continue correction of a default within forty-eight (48) hours after receipt by Subcontractor of a notice issued by Contractor, then Contractor may terminate Subcontractor's right to perform under this Agreement and use any materials, implements, equipment, appliances, or tools furnished by or belonging to Subcontractor to complete the Work without any further compensation to Subcontractor for such use. Contractor also may furnish those materials and equipment, and/or employ such workers or subcontractors as Contractor deems necessary to maintain the orderly progress of the Project. In such case, Subcontractor shall be entitled to no further payment until the balance of the Work has been completed. At that time, all of the costs incurred by Contractor in performing the Work, and a markup of fifteen percent (15%) for overhead and profit on such costs, plus actual attorneys' fees as provided above, shall be deducted from any monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the Subcontract Price.

10.6 Termination for Convenience. Owner or Contractor may, for its convenience at any time and for any reason, terminate Subcontractor's performance of the Work. Subcontractor shall, unless Owner or Contractor direct otherwise, immediately discontinue the Work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Contractor or, at the option of Owner or Contractor, give Owner or Contractor the right to assume those obligations directly, including all benefits to be derived therefrom. Subcontractor shall thereafter do only such Work as may be necessary to preserve and protect the Work already in progress and to protect material and equipment on the Project site or in transit thereto. Subcontractor's remedy for termination under this subsection shall be limited to the following: (1) payment of that portion of the Subcontract Price due for all Work properly completed in conformity with this Agreement prior to termination; (2) payment for the cost of material and equipment ordered for the Work, which has been delivered to Subcontractor, or which Subcontractor is liable to accept delivery: this material and equipment shall become the property of (and be at the risk of) Owner or Contractor when paid for by Contractor, and Subcontractor shall place the same at Contractor's disposal; and, (3) payment for other close-out costs and liabilities properly and reasonably incurred by Subcontractor related to the Work. There shall be deducted from such sums as provided in this section the amount of any payments made to Subcontractor prior to the date of the termination of this Agreement. In no event shall payment due hereunder exceed the amount due for approved units of Work or percentage of completion. Subcontractor shall not be entitled to any claim or lien against Contractor or Owner for any additional compensation or damages, such as but not limited to loss of profits or anticipated profits, unallocated or unabsorbed overhead, home office overhead, indirect costs and expenses, loss of productivity or management, or special, indirect or consequential damages in the event of such termination and payment.

10.7 Termination Absent Cure. Upon the appointment of a receiver for Subcontractor or upon Subcontractor making an assignment for the benefit of creditors, or if Subcontractor seeks protection under the Bankruptcy Code or commits any other act of insolvency, Contractor may, absent any applicable legal limitation, terminate this Agreement upon giving forty-eight (48) hours written notice to Subcontractor, its trustee, and its surety, if any, unless Subcontractor, the surety, or the trustee, within the notice period:

- promptly cures all defaults,
- provides adequate assurance of future performance,
- compensates Contractor for actual pecuniary loss resulting from such defaults, and
- assumes the obligations of Subcontractor within the statutory time limits.

10.8 Interim Remedies. If Subcontractor is not performing in accordance with the Contractor's schedule at the time of entering an order for relief, or at any subsequent time, Contractor, while awaiting the decision of Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Section as are reasonably necessary to maintain the Contractor's schedule. Contractor may offset against any sums due or to become due Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, and reasonable overhead, profit and actual attorneys' fees incurred as a result of Subcontractor's non-performance. Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Price.

10.9 Work Continuation and Payment. Unless otherwise agreed in writing, Subcontractor shall carry on and continue to perform the Work and maintain the Contractor's schedule pending any Claim, dispute, arbitration or otherwise and Contractor shall continue to make payments for undisputed amounts in accordance with this Agreement.

10.10 Failure to Cure. If Contractor gives written notice to Subcontractor of deficiencies in Subcontractor's performance under this Agreement or any corresponding Subcontract, Purchase Order or Field Order, and Subcontractor fails to cure such deficiencies within two business days, then Contractor may terminate this Agreement and/or any corresponding Subcontract, Purchase Order or Field Order by giving Subcontractor written notice of such termination. Contractor maintains

the right to terminate any Subcontract, Purchase Order or Field Order at its convenience and compensate Subcontractor as set forth in the applicable Prime Agreement.

Section 11 – Labor Relations

Subcontractor will keep a representative at the job site at all times when Subcontractor's work is in progress. Subcontractor acknowledges that Contractor has entered into agreements with labor unions for carpenters and laborers for work at its construction jobsites and that the provisions of those agreements are incorporated into this Agreement. Subcontractor agrees that carpenters and laborers supplied to the job by Subcontractor will meet all requirements of the collective bargaining agreements signed by Contractor, which are available for inspection and review by Subcontractor upon request. Subcontractor agrees to comply with all of the terms and conditions of those labor agreements as if were a party to said agreements and observe the jurisdiction, scope of work and hours, pay the wage rates, make the required trust fund payments into the respective trust funds, observe the grievance and arbitration provisions and process for resolution of jurisdictional disputes. In the absence of procedure for a jurisdictional dispute, Subcontractor agrees that it will take all lawful steps to secure a binding and final determination of jurisdictional dispute by the National Labor Relations Board. Subcontractor may be required to comply with additional labor agreements affiliated with the AFL-CIO and/or the Brotherhood of Carpenters and Joiners of America and/or the Laborers International Union of North America and if so required, Subcontractor agrees to perform its work at the jobsite in compliance with them.

Should there be a labor dispute on Contractor's jobsite, and should a reserved gate or neutral access be established, it shall be the obligation of Subcontractor to continue to the proper performance of its work without interruption or delay.

Contractor may coordinate, at its discretion, with Subcontractor and/or any lower tiered subcontractor and the applicable trust fund(s) or third parties pursuant to a fund, plan or program under any collective Bargaining Agreement which may include the verification of amounts due and the issuance of a joint check that will satisfy the Subcontractor's or lower tiered subcontractor's fringe benefits payment obligation.

Upon Contractor's request, Subcontractor shall submit to Contractor, for itself and for every lower tiered subcontractor operating under its direction, a copy of a project-specific report of contributions paid to any applicable third-party trust fund, plan or program on the employee's behalf. The report shall include the identity of each employee, the last four digits of the employee's Social Security Number, hours worked, applicable total fringe benefit contribution rates per hour, total contributions owed per employee and the total amount of fringe benefits or contributions paid during the specified work period for all employees. Such information shall be provided to Contractor within fourteen (14) days of Contractor's request.

Subcontractor shall comply with and agrees to be bound by all applicable federal, state and local laws and regulations, including, but not limited to, all provisions of the Fair Labor Standards Act, the Americans With Disabilities Act, the federal Family and Medical Leave Act, the California Labor Code, the California Fair Employment and Housing Act, and the California Family Rights Act. Subcontractor shall be solely responsible for providing its employees with the timely and accurate payment of any wages, salaries, fringe or other benefits, other compensation or contributions, or expense reimbursement in accordance with all federal, state and/or local laws, including without limitation, the Fair Labor Standards Act, as amended, (29 U.S.C. 201, et seq.), the California Labor Code and Industrial Welfare Commission wage orders. Similarly, Subcontractor shall be solely responsible for any insurance and taxes, including health insurance, taxes, FICA, and other governmental levies related to the salaries, wages, benefits and/or other compensation provided to its employees.

Section 12 – Layout and Trade Damage

Contractor will establish basic principal axis lines and levels. Subcontractor will be responsible to lay out and accurately perform its work consistent with those lines and levels so that final details and finishes are in alignment with such lines and levels. Subcontractor will make a careful analysis and comparison of the Contract Documents and other information furnished by the Owner. Should Subcontractor discover any errors, inconsistencies or omissions in the Contract Documents, Subcontractor shall promptly report such items to the Contractor. Subcontractor will be responsible for any loss or damage to the Contractor or others by reason of Subcontractor's failure to lay out or perform Subcontract Work correctly. Subcontractor shall assume full responsibility for the condition of the Work until final acceptance by Architect, Owner and Contractor and Subcontractor shall take necessary precautions to properly protect the Subcontract Work and the work of others from damage caused by Subcontractor's operations. Subcontractor shall be responsible for all damage and trade costs incurred by Contractor as a result of Subcontractor's noncompliance with this provision.

Section 13 – Workmanship and Materials

All of Subcontractor's labor shall be workmanlike. All of the materials and equipment supplied by Subcontractor shall be new, of good quality and free from defects and all liens, security interests or encumbrances. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The

warranty provided in this Section shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents. In the event the Contract Documents require installation of materials or equipment furnished by others or work to be performed in areas to be constructed or prepared by others, it shall be the responsibility of Subcontractor to examine and accept, at the time of delivery or first access, the items to be provided and handle, store and install the items with such skill and care as to insure a satisfactory completion of the work. Use of such items or commencement of work by Subcontractor in such areas shall be deemed to constitute acceptance thereof by Subcontractor.

Subcontractor guarantees all materials, equipment, and workmanship to perform as required for one year following acceptance by the Owner unless the Contract Documents provide a longer period.

Section 14 – Clean Up

Subcontractor shall at all times during the performance of any Work keep the work site clean and free from debris and not allow waste materials, debris, and rubbish to accumulate on any Project. Upon completion, Subcontractor shall remove all debris and clean up all materials left by its work. Subcontractor shall be responsible for all costs reasonably incurred by Contractor as a result of Subcontractor's noncompliance with this provision.

Section 15 – Punch List

Subcontractor shall participate and cooperate with Contractor's Quality Control Team to complete Contractor's pre-punch list prior to the Owner's punch list on all projects.

Section 16 – Assignment

Subcontractor may not assign this or any other Agreement, or any part of any Agreement, except by written consent of Contractor. Any attempted or purported assignment shall be voidable at Contractor's sole option.

Section 17 – Arbitration

In the event of any dispute between Contractor and Subcontractor, Subcontractor will not stop work but will prosecute the work diligently to completion and the dispute will be resolved in accordance with this Agreement. All disputes between the parties will be determined by arbitration before a retired judge, through Judicial Arbitration and Mediation Services, Inc. (JAMS), Action Dispute Resolution Services (ADR) or any other similar or comparable entity and the hearing shall be conducted according to such entity's rules, except that pre-arbitration discovery shall be limited to requests for production of documents, expert disclosures, and depositions of expert and percipient witnesses. The date of the hearing will be within three months of the date of the demand for arbitration or as the parties may otherwise agree. If the parties cannot agree on the judge or the date of the hearing within two weeks of the demand for arbitration, then (1) the judge and/or hearing date will be selected by JAMS, and (2) the hearing will be conducted according to the rules of JAMS. Such arbitration shall take place in the City and County of San Francisco, State of California, unless otherwise agreed to by the parties.

California Code of Civil Procedure Sections 1280 – 1294.2, with specific reference to Section 1281.2, shall govern this Agreement and supersede and control over the Federal Arbitration Act, 9 U.S.C. Sections 1-16 to the extent that the Federal Arbitration Act, 9 U.S.C. Sections 1-16 has any applicability to this Agreement. To the fullest extent permitted by law, in the event that a third-party action or other proceeding is asserted in a court of competent jurisdiction, the parties to this Agreement shall be entitled to avail themselves of the provisions of California Code of Civil Procedure Section 1281.2 to avoid the possibility of conflicting and inconsistent rulings on a common issue of law or fact.

No Limitation of Rights or Remedies. This Section shall not be deemed a limitation of any rights or remedies which Subcontractor may have under any federal or state mechanic's lien laws or under any applicable labor and material payment bonds unless such rights or remedies are expressly waived by it.

Section 18 – Attorney's Fees

In the event of a dispute between the parties, the prevailing party shall be entitled to attorney's fees and costs, including consultant and expert costs, which shall be awardable as damages by the arbitrator, rather than as costs pursuant to the California Code of Civil Procedure upon a petition to confirm the arbitration award.

Section 19 – Regulatory and Safety Compliance

19.1 Regulatory Compliance. Subcontractor shall comply with Contractor's Corporate Safety Manual and associated Subcontractor Requirements and the STO Building Group North American Operations Supplier Code of Conduct and Ethics (collectively, the "Contractor Policies"), all of which are Contract Documents. The Safety Manual and associated Subcontractor Requirements can be found at <http://stobuildinggroup.com/safety/>. The STO Building Group North American Operations Supplier Code of Conduct and Ethics can be found at <http://stobuildinggroup.com/compliance/supplier-code/>. By execution of this Agreement, Subcontractor agrees that they have reviewed and will comply with all terms and conditions of the Contractor Policies, and the Contract Documents, the terms of which are expressly incorporated into the Agreement

by reference and made a part hereof as if fully set forth herein at length. Subcontractor acknowledges and agrees that the Contractor Policies may be updated by Contractor at any time. Subcontractor shall keep abreast of any changes made to the Contractor Policies and the Subcontractor shall comply with all such changes as they are posted to the website.

19.2 Safety Compliance. In addition to Contractor's Corporate Safety Manual and associated Subcontractor Requirements, Subcontractor shall ensure that the performance of its work fully complies with all Local, State, and Federal safety requirements and with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention, safety equipment and practices including the accident prevention safety program of Owner and Contractor. Should Subcontractor have a more stringent compliance program than Local, State and Federal safety requirements, Subcontractor shall at all times comply with the more stringent requirements. Subcontractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to work for its employees and for employees of its subcontractors and suppliers of material and equipment, for adequacy of and required use of all safety equipment and for full compliance with the applicable laws, orders, citations, rules, regulations, standards and statutes.

As a material term of this Agreement, Subcontractor shall require and ensure that each and every employee of Subcontractor, or its lower tier subcontractors, while at any Contractor job site, wears or utilizes all required or otherwise appropriate safety equipment, including but not limited to:

- Personal protective equipment supplied by their employer,
- Hard hats, protective goggles, or safety glasses,
- Closed toe sturdy work boots,
- Gloves as required by task when handling objects or substances that could cut, tear, burn, or injure hands,
- High visibility traffic/safety vests or other high visibility safety garments, and
- All personal protective equipment shall be required from commencement of the Work at the Project until completion of all Work at the Project.

Subcontractor shall maintain a written Code of Safety Work Practices (Safety Manual) Injury Illness Prevention Program (IIPP) and keep a copy of such Program in its possession at each jobsite. It is the responsibility of Subcontractor to provide documentation to Contractor of Safety Program, Compliance with Subcontractor Program and submission of Safety Data Sheets (MSDS) Forms required by law including but not limited to, California Proposition 65 requirements as applicable to Subcontractor's Work. Subcontractor is to furnish to the jobsite all necessary safety equipment to complete its scope of work. It is mandatory that Subcontractor attends Contractor's safety meetings and all construction meetings held onsite. Subcontractor shall take all reasonable precautions and shall make all reasonable efforts to prevent damage, injury or loss to: (a) its employees and other persons who may be affected thereby; (b) the Work and all materials and equipment, whether on site or in storage; (c) all property located at the jobsite or adjacent thereto that are not designed for removal, replacement, relocation or destruction. Failure to comply with any of the provisions of this section could result in the immediate termination and voiding of this Agreement, at Contractor's sole option and reasonable discretion.

For Subcontractors that provide any Work that relates in any way to electrical systems, components, equipment, or any other items for the Project, then those Subcontractors shall include in their work and be responsible for ensuring that:

- Electrical safe off per BCCI safe off procedures. Electrical safe off is to be accomplished through a visually verifiable physical separation of all conductors and must be inspected by BCCI Superintendent.
- Temporary power in place prior to safe off of any walls and ceilings. Temporary lighting throughout as required for demolition. Balcony cords to be properly hung above ceiling grid to avoid tripping hazards. All hanging lights to be tied to legal point and not to sprinkler pipes, etc.

Subcontractor shall maintain daily reports that include the identity of each subcontractor, the project name, date, name of worker(s), beginning and ending time for each work period, and total hours worked by each employee. Upon request by Contractor, Subcontractor shall provide such daily reports to the appropriate project representative of the Contractor within fourteen (14) days.

19.3 Equal Employment Opportunity and Affirmative Action Policy. Contractor is an Equal Opportunity Employer. Contractor recruits, hires, trains, promotes, pays, and administers all personnel actions without regard to, and prohibits discrimination because of or based upon, gender, gender identity, gender expression, military or veteran status, sex (including pregnancy, childbirth, and medical conditions related to pregnancy, childbirth, or breastfeeding), sex stereotyping (including assumptions about a person's appearance or behavior, gender roles, gender expression, or gender identity), marital status, race, color, national origin, citizenship status, sexual orientation, ancestry, religion, creed, physical or mental disability, medical condition, age, genetic information or any other basis protected by federal, state or local laws, ordinances

and regulations, all Fair Labor Standards Act provisions and California Labor Code provisions covering the Work, as well as the requirements of Title 7 of the Civil Rights Act of 1964 as amended, the California Fair Employment and Housing Act as amended, the Americans with Disabilities Act of 1990 as amended and the Family Medical Leave Act of 1993. All such discrimination is unlawful. We interpret these protected statuses broadly to include both the actual status and also any perceptions and assumptions made regarding these statuses.

Contractor's Equal Employment Opportunity and Affirmative Action Policy is available here: <https://stobuildinggroup.com/compliance/eeo-affirmative-action/>.

Unless exempt, 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, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identification, national origin, protected veteran status or disability. If applicable, the Subcontractor shall also abide by the requirements 41 CFR § 61-300.10 regarding veterans' employment reports and 29 CFR Part 471, Appendix A to Subpart A regarding posting a notice of employee rights. Subcontractor agrees to be bound, and at its own cost comply with all federal, state, and local laws ordinances and regulations. Subcontractor shall be liable to the Contractor and Owner for all loss, cost and expense, including fines, penalties and corrective measures, attributable to any acts of commission or omission by Subcontractor, its employees, agents and representatives resulting from the failure to comply with the above.

19.4 M/W/DBE Contract Requirements. To the extent Contractor is required to meet specified socially or economically disadvantaged business enterprises participation goals under the provisions of the Prime Contract or otherwise, Subcontractor acknowledges that these goals have been communicated to Subcontractor, and that a portion, or all, of the dollar amount of the Agreement is being used by Contractor to meet the specified goals.

A Subcontractor with an M/W/DBE certification agrees to perform a "commercially useful function" in connection with the Work covered by this Agreement. In doing so, Subcontractor agrees that it will be responsible for and will perform, manage, and supervise the Work covered by this Agreement and agrees that it will not sub-subcontract a significantly greater portion of the Work than would be expected on the basis of normal industry practices and will inform Contractor in writing of any Work that is sub-contracted. In the event it is determined that a Subcontractor with an M/W/DBE certification fails to perform a "commercially useful function," Contractor will have the right to terminate the Agreement, without penalty or liability, and Contractor may recover from Subcontractor any damages it may suffer arising out of Subcontractor's failure to perform a "commercially useful function."

A Subcontractor without an M/W/DBE certification who sub-contracts a portion of the Work to a subcontractor with an M/W/DBE certification ("M/W/DBE Subcontractor") represents and warrants that the M/W/DBE Subcontractor will adhere to the provisions set forth in this Section and has performed the Work enumerated in the sub-contract. If the M/W/DBE Subcontractor is unable to perform the Work enumerated in the sub-contract, the Subcontractor agrees to immediately notify Contractor in writing and that failure to do so may result in Contractor terminating the Agreement with the right to recover from the Subcontractor any damages including any increased costs attributable to obtaining a replacement subcontractor acceptable to Owner to complete the Work.

Section 20 – Extent of Agreement

Nothing in this Agreement shall be construed to create a contractual relationship between persons or entities other than the Contractor and Subcontractor. Nothing contained in this Agreement shall create a contractual relationship between Owner and any of Subcontractor's lower-tier subcontractors or suppliers. Owner and Contractor shall be an intended third-party beneficiary of all subcontracts and purchase orders related in any way to Subcontractor's Work. Subcontractor shall cause each subcontract and purchase order to indicate that Owner and Contractor shall be such an intended third-party beneficiary of that subcontract or purchase order. This Agreement is solely for the benefit of the parties, and supersedes all prior and contemporaneous negotiations, statements, representations, understandings, or agreements, whether written or oral. The partial or complete invalidity, illegality, or unenforceability of any one or more provisions of this Agreement shall not affect the validity, legality, enforceability or continuing force and effect of any other provision, with the remaining provisions not in any way affected or impaired thereby.

Section 21– Project Closeout Requirements

BCCI requires that the Project Closeout Package is submitted to the Owner within four weeks of substantial completion. All Subcontractor warranties must be dated with the substantial completion date provided in <<Comp Legal Name>>'s Closeout Request Letter which will be sent at the end of the Project. We recommend that you submit all as-builts, warranties, operation

manuals and other required closeout documents upon completion of your rough-in or as soon as the required information is available. Failure to provide closeout documents in a timely manner may jeopardize your firm's privilege to perform work in these buildings and/or will hold up final payment for Subcontractor and the entire project team.

Section 22 – Governing Law

The Agreement and the rights of the parties subject to the Agreement shall be governed by and construed in accordance with the laws of the State of California, irrespective of conflict or choice of law rules.

Section 23 – Miscellaneous Provisions

23.1 CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CA 95826.

23.2 Confidentiality. Subcontractor agrees to keep all information concerning the Project confidential at all times during and after the term of this Subcontract. Subcontractor shall not disclose any such information to any third party, except as required by law, without the prior written consent of <<Comp Legal Name>>. The foregoing shall not prohibit or interfere with the disclosure of information required in connection with the performance of Subcontractor's duties hereunder to the extent required for such purposes.

23.3 Execution is Condition Precedent. Execution of this Agreement and all attachments thereto requiring execution is a condition precedent to Subcontractor's first payment.

23.4 Electronic Signature. The parties to this Agreement agree to and hereby sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of the intention of the parties to be bound by this Agreement as if signed by their manuscript signature.

23.5 Failure to Timely Execute Subcontract. If this Agreement is not duly and properly executed by Subcontractor and returned to Contractor within ten (10) days of its date, it is deemed withdrawn by Contractor.

<<Ven Bp Name>>

<<Comp Legal Name>>

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\\S1\

Accepted By

\\N2\

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Subcontractor

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Date

Date