

SUBCONTRACT FOR BUILDING CONSTRUCTION

AGREEMENT

This Agreement is made this between Wolf Construction Companies; Inc. hereinafter called the Contractor and _____ hereinafter called the Subcontractor. This sub contract shall cover all Work and all job locations for purchase orders submitted to and agreed to by the Subcontractor by the Contractor for the period beginning January 1, 2014 and ending December 31, 2014.

CONTRACTOR:

Wolf Construction Companies, Inc.
2202 Wolf Way
West Des Moines, IA
Phone: 515-225-8866
Fax: 515-327-1830

SUBCONTRACTOR:

TERMS AND CONDITIONS

SCHEDULE OF WORK

SCHEDULE CHANGES. The Subcontractor recognizes that changes will be made in the Schedule of Work and agrees to comply with such changes.

PRIORITY OF WORK. The Subcontractor shall commence its work within 24 hours of notice to proceed from the Contractor and if such work is interrupted for any reason the Subcontractor shall resume such work within two working days from the Contractor's notice to do so.

CONTRACTOR'S REMEDIES. If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and subsequent purchase orders and fails within five working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

PAYMENT

PROGRESS PAYMENTS. Invoices for work completed by the Subcontractor are to be submitted weekly through the contractor's authorized representative and may be verified by the Subcontractor prior to payment. The Contractor shall submit similar payment requests to the General Contractor based on the percentage of work completed in that pay period. The Contractors shall pay the Subcontractor upon receipt of payment from the General Contactor for that work.

PAYMENT USE RESTRICTION. Payment received by the Subcontractor shall be used to satisfy the indebtedness owed by the Subcontractor to any person furnishing labor or materials for use in performing the Subcontractor's work on this project before it is used in any other manner.

PAYMENT USE VERIFICATION. The Contractor shall have the right at all times to contact the Subcontractor's subcontractors and suppliers to ensure that the same are being paid promptly by the Subcontractor for labor or materials furnished for use in performing the Subcontractor's Work.

EXTRA WORK / CHANGE ORDERS. The subcontract price shall be deemed to be full compensation for all work and materials furnished by Subcontractor whether specifically called for in the contract of not, and no additional compensation shall be paid to Subcontractor unless a written change order has been signed by Contractor in advance of extra work, stating that the work is extra work and designating any additional amounts to be paid. If Subcontractor

contends that any work or materials furnished by Subcontractor should be paid for as extra work, the Subcontractor must give written notice to Contractor to that effect within ten days after the work or materials in question are first furnished. Otherwise, it will be conclusively presumed that the Contractor and Subcontractor have agreed that such work or materials are within the original scope of the work and that no additional compensation will be paid for the extra work. In no event shall the Subcontractor be allowed additional compensation or time unless owner or general contractor grants same to Contractor.

CONTRACTOR'S OBLIGATIONS

CONTRACT DOCUMENTS. Prior to executing this Subcontract, the Contractor shall make available to the Subcontractor the Contract Documents which are binding on the Subcontractor.

AUTHORIZED REPRESENTATIVE. The Contractor shall designate one or more persons who shall be the Contractor's authorized representative(s) on-site and off-site. Such authorized representative(s) shall be the only person(s) the Subcontractor shall look to for instructions, orders and/or directions, except in an emergency.

TIMELY COMMUNICATIONS. The Contractor shall transmit, with reasonable promptness, all submittals, transmittals, and written approvals relating to the Subcontractor's Work.

SUBCONTRACTOR'S OBLIGATIONS

COORDINATION. The Subcontractor shall:

- (a) cooperate with the Contractor and all others whose work may interfere with the Subcontractor's Work;
- (b) specifically note and immediately advise the Contractors of any such interference with the Subcontractor's Work; and
- (c) participate in the preparation of coordination drawings and work schedules in the areas of congestion.

AUTHORIZED REPRESENTATIVE. The Subcontractor shall designate one or more persons who shall be the authorized Subcontractor's representative(s) on-site and off-site. Such authorized representative(s) shall be the only person(s) the Contractor shall issue instructions, orders and/or directions, except in an emergency.

CLEANUP. The Subcontractor shall follow the Contractor's cleanup and safety directions, and at all times keep the building and premises free from debris and unsafe conditions resulting from the Subcontractor's Work. At minimum, all debris and food containers must be properly deposited in the dumpsters at the end of each working day. If the Subcontractor fails to immediately commence compliance with cleanup duties within 24 hours after notification from the Contractor, the Contractor may implement such cleanup measure without further notice and deduct the cost thereof from any amounts due or to become due the Subcontractor.

SAFETY PRECAUTIONS. The subcontractor shall take all necessary safety precautions with respect to performance of the Subcontractor's Work and shall comply with applicable safety measures and with applicable laws, ordinances, rules, regulations, and orders of public authorities and with the requirements of the Subcontract Documents for the safety of persons and property. The Subcontractor agrees to participate in periodic site safety meetings as requested by Contractor, including weekly "toolbox talks." The Subcontractor shall comply with all Project Safety Requirements listed in this Section, and as requested by Contractor, with the requirements of the OSHA Voluntary Protraction Program, including the AGC/OSHA Challenge Pilot Program. Through failure to comply with safety requirements the subcontractor accepts any consequence in the form of fines from the Contractor. Fine amounts shall be determined by frequency and severity of the Subcontractor's actions. Any person employed by the Contractor has the right to enforce safety procedures.

SAFETY INDEMNITY. The Subcontractor hereby agrees to indemnify and hold the Owner and Contractor harmless from and against all claims, costs, damages, fines and expenses, including attorney's fees, arising from or in connection with Subcontractor's operations and the results of such operations. Without limiting the generality of the foregoing, Subcontractor agrees to reimburse Contractor for all OSHA fines and attorney's fees incurred by Contractor as a result of or arising out of Subcontractor's work.

PROTECTION OF THE WORK. The Subcontractor shall take necessary precautions to properly protect the subcontractor's Work and the work of others from damage caused by the Subcontractor's operations. Should the Subcontractor cause damage to the Work or property of the Owner, the Contractor or others, the Subcontractor shall

promptly remedy such damage to the satisfactions of the Contractor, or the Contractor may do remedy and deduct the cost thereof from any amounts due or to become due the Subcontractor.

SUBCONTRACT PROVISIONS

WORKMANSHIP. Every part of the Subcontractor's Work shall be executed in strict accordance with the Contractor Documents in the most sound, workmanlike, and substantial manner. All workmanship shall be of the best of its several kinds, and all materials used in the Subcontract's Work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work, and shall be next except such materials as may be expressly provided in the Contract Documents to be otherwise.

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

USE OF CONTRACTOR'S EQUIPMENT. The Subcontractor, its agents, employees, subcontractors or suppliers shall not use the Contractor's equipment without the express written permission of the Contractor's designated representative.

If the Subcontractor or any of its agents, employees, suppliers or lower-tier subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of the Contractor, the Subcontractor shall defend, indemnify and be liable to the Contractor for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be the Contractor's employees operating such equipment.

INSURANCE

The Subcontractor shall obtain and maintain and their own expense, insurance as required by the following minimum requirements:

WORKER COMPENSATION. Statutory, including Employer's Liability with limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee. **Waiver of subrogation in favor of Owner and Contractors is required.** The subcontractor shall obtain, or cause to be obtained, worker's compensation coverage for all of its direct or leased employees assigned to the project, and Subcontractor must be a named insured. Subcontractor shall require the same worker's compensation insurance coverage's from its sub-subcontractors as is required of Subcontractor under this Subcontract.

GENERAL LIABILITY. These limits can be met by primary and umbrella liability policies. Coverage shall include: Premises Operations (including Explosion and Collapse Underground if applicable), Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury shall be at least \$1,000,000 Each Occurrence and \$2,000,000 Aggregate (\$2,000,000 Each Occurrence and \$2,000,000 Aggregate for the following subcontractors: concrete, curtain-wall, electrical, HVAC, plumbing, steel, roofing, elevator, and demolition). Such coverage shall be endorsed for the general aggregate to be on a PER PROJECT basis, and such endorsement shall be noted on the certificate. This insurance shall not exclude coverage for residential work or for completed operations. Subcontractor shall continue this coverage for at least two (2) years following final payment to Contractor in connection with the Project or longer if required by Prime Contract.

AUTO LIABILITY. Coverage shall include: Comprehensive Form, Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

ADDITIONAL INSURANCE. An Additional Insured endorsement shall be provided to Contractor naming Contractor, Owner and all other parties required by the Prime Contract, using ISO additional insured endorsement (CG 20 10), edition date 11/85, or equivalent under this commercial general liability policy. Said insurance shall be written on an OCCURRENCE basis, and shall be PRIMARY and NON-CONTRIBUTING.

CERTIFICATES. The Subcontractor shall provide certificates of insurance and endorsements evidencing compliance with these requirements. The certificates of insurance shall provide for at least thirty (30) days' firm written notice in

the event of cancellation. Intent to notify is not acceptable. During the term of the Agreement and during the period of any required continuing coverage, the Subcontractor shall provide, prior to expiration of the policies, certificates evidencing renewal insurance coverage.

INDEMNIFICATION

INDEMNITY AGREEMENT. To the fullest extent permitted by law, the Subcontractor shall defend, indemnify, and hold harmless the Owner, Contractor, Architect, and their agents, assigns, employees, insurers, sureties, affiliates, shareholder and members from and against claims, damages, losses and expenses, including but not limited to attorney's fees and loss of use, but only to the extent arising out of or resulting from the performance by Subcontractor of its work under the Subcontract Document or any breach of any provisions of the Subcontract Documents by Subcontractor or any negligent acts or omissions of the Subcontractor or its sub-subcontractors or anyone for whose acts or omission it is responsible. This section is not intended to require indemnification for a claim, damage, loss or expense to the extent arising out of or resulting from the negligence of the Contractor, Owner, or Architect. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist for a party or person described in this Section. In claims against any person or entity indemnified under this Section by an employee of the Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts or omissions Subcontractor may be responsible, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable under worker' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Such indemnity shall not extend to design errors or omissions of the Architect or other design professionals, unless such design services are performed by or for the Subcontractor under design build criteria or performance specifications.

ARBITRATION

AGREEMENT TO ARBITRATION. If at any time any controversy shall rise between Subcontractor and Contractor with respect to any matter in question arising out of, or related to, this agreement or breach thereof, which the parties do not properly adjust and determine, said controversy shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. Administrative fees as described by the American Arbitration Association shall be advanced one have by each party. However, in the event that he dispute between the parties is less that \$5000, then either party may choose to litigate the matter in Small Claims Courts and the agreement to arbitrate shall not be binding. The prevailing party in any dispute shall be entitled to its reasonable costs including attorney's fees.

TERMINATION

The Contractor may, at any time, terminate performance (in whole or in part) under this Agreement for the Contractor's convenience and without cause. Upon Receipt of written notice from the Contractor of such termination for the Contactor's convenience, the Subcontractor shall: (a) cease operations as directed by the Contractor in the notice; (b) take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and (c) except for Work directed to be performed prior to the effective date of termination as stated in the notice, terminate all existing subcontractors and purchase orders, if any, and enter into no further subcontractors or purchase orders. In the case of such termination for the Contractor's convenience, the Subcontractor shall be entitled to receive payment for Work executed and costs incurred prior to such termination. In no event shall the Subcontractor be entitled to payment or receipt of profit or lost profit on Work that is not or shall not be performed because of the termination.

IMMIGRATION DOCUMENTATION

The Subcontractor is required to maintain I-9 compliance during the course of this project.

CONTRACTOR:

Wolf Construction Companies, Inc.

By: _____

Date: _____

SUBCONTRACTOR:

By: _____

Date: _____