

SUBCONTRACTOR INFORMATION SHEET

Company Name: _____

Address: _____

Contact Person: _____

Cell Phone: _____

Email: _____

Office Phone: _____

Fax: _____

Area(s) Served: _____

Trade(s): _____

Skills & Areas of Expertise: _____

License Number: _____

Federal Tax ID: _____

Insurance Company(s): _____

SweetWater Restoration, Inc.
Master Subcontract Agreement

This MASTER SUBCONTRACT AGREEMENT ("Agreement") made as of the _____ day of _____ in the year _____, is made by and between SWEETWATER RESTORATION, INC. ("Sweetwater"), and _____ ("Subcontractor"). Sweetwater and Subcontractor desire to enter into this Agreement for the purpose of setting forth the general terms under which Subcontractor will perform such Work as may be let to Subcontractor by Sweetwater from time to time.

THEREFORE, in consideration of the work to be done by Subcontractor, the payments to be made by Sweetwater, and the other promises set forth below, the parties agree as follows:

ARTICLE 1. THE CONTRACT DOCUMENTS

1.1 This Agreement contains the terms, conditions, and specifications governing all construction projects for which Sweetwater issues a Work Authorization to Subcontractor. Upon execution of this Agreement, Sweetwater, from time-to-time, will issue to Subcontractor a Work Authorization ("Work Authorization") for each such project where Sweetwater requires the services of Subcontractor. The Work Authorization will contain project specific information necessary for the Subcontractor to perform the work requested of it. The Work Authorization shall also contain a definition of the following terms as used herein: "Owner", "Architect", "Project", "Prime Contract", "Subcontract Amount", and other terms used herein which refer to being defined in the applicable Work Authorization. Each Work Authorization will be in the form as attached hereto as Exhibit "A" and will form a part of this Agreement as though set forth fully herein. The Agreement, together with the Work Authorization, and the documents referenced herein, shall constitute the entire agreement between the parties.

1.2 The Contract Documents consist of (i) this Agreement and all exhibits attached hereto, (ii) Work Authorization(s) accepted by the Subcontractor, (iii), Modifications or Change Orders to this Agreement or a Work Authorization issued after execution of this Agreement (iv) the Prime Contract, as is defined in each Work Authorization, and the Conditions of the Prime Contract (both General and Specific), and (v) all exhibits, addenda, modifications, or amendments to any of them, whether issued prior to or after execution of this Agreement. These all form the Contract Documents, and are as fully a part of the Agreement as if attached hereto or repeated herein. The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

1.3 The Subcontractor shall be furnished copies of the Contract Documents upon request, but Sweetwater may charge the Subcontractor for the reasonable cost of reproduction. A copy of the Prime Contract and all enumerated contract documents as defined therein are available in Sweetwater's home office or at Sweetwater's on site Project Office. Work shown on drawings, though not mentioned in the specifications, or described in the specifications, and not shown on the drawings, shall be included as part of this Agreement, and said drawings or specification shall be construed as supplementing one another.

1.4 Except as modified by this Agreement, or a Work Authorization, the Work shall be performed and completed in accordance with the Contract Documents, all of which the Subcontractor hereby acknowledges that it has reviewed, read and with which Subcontractor hereby represents it is familiar.

1.5 With respect to the Work to be performed and furnished by the Subcontractor, as further defined below, the Subcontractor agrees to be bound to Sweetwater by each and all of the terms and provisions of the Contract Documents, including the Prime Contract, and to assume toward Sweetwater all of the duties, obligations and responsibilities that Sweetwater assumes toward the Owner. The Subcontractor agrees that Sweetwater has the same rights and remedies against the Subcontractor as the Owner has under the Contract Documents against Sweetwater, including every duty, obligation, responsibility, right or remedy.

1.6 The Subcontractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents, has investigated the nature, locality, and site of the Project and the conditions and difficulties under which it is to be performed, and that it enters into this Agreement on the basis of its own examinations, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of Sweetwater, the Owner, the Architect/Engineer or any of the their respective officers, agents or employees.

ARTICLE 2. THE WORK

2.1 The specific "Work" to be performed will be specified in a separately issued " Work Authorization" as described in this Article, which may be issued by Sweetwater during the term of the Agreement.

2.2 Subcontractor shall furnish all required labor, tools, equipment, material, parts, transportation and supervision necessary to perform, in a workmanlike manner, any Work specified under such Work Authorization(s), except as expressly provided otherwise in the

applicable Work Authorization. Subcontractor shall organize and staff all Work in order to perform the Work in accordance with the schedule contained or referenced in the Work Authorization in an efficient manner.

2.3 The Subcontractor agrees to perform all Work as shown and described in, and in strict accordance with, the Plans, Specifications, and Addenda prepared by the Architect (as defined in the applicable Work Authorization) and with the terms and provisions of the Prime Contract (as defined in the applicable Work Authorization).

2.4 When Sweetwater elects to award Work under this Agreement, it will offer to do so by issuing to Subcontractor a written Work Authorization (in the form attached hereto as Exhibit "A"), which shall include, among other things, terms specifying the following:

- (a) A full description of the Work.
- (b) The location of the Work.
- (c) The dates for starting and completing the Work, or the period of time during which the Work is to be performed.
- (d) A reference to or description of the pricing method governing amounts to be paid to Subcontractor, and any special conditions or limitations on such amounts.
- (e) Any applicable Quality Assurance Requirements.

2.4.1 When a written Work Authorization is offered by Sweetwater to the Subcontractor, Subcontractor shall accept or reject the offer within three (3) calendar days from receipt unless some other time is specified in the Work Authorization. If the Subcontractor wishes to accept the Work Authorization, the Subcontractor shall sign the Work Authorization and return it to Sweetwater unchanged within three (3) calendar days from receipt, or otherwise as instructed in the Work Authorization.

ARTICLE 3. SUBCONTRACT AMOUNT AND PAYMENTS

3.1 SUBCONTRACT AMOUNT

3.1.1 In consideration for the complete and satisfactory performance of the Work, Sweetwater agrees to pay the Subcontractor the sum contained in the applicable Work Authorization and defined therein as the "Subcontract Amount". As the work progresses, payments will be processed and paid in accordance with the terms of this Agreement and the applicable Work Authorization.

3.1.2 The Subcontract Amount includes all Federal, State, County, Municipal, and other taxes imposed by law on any of the work or items necessary to the Work, including but not limited to sales, use, and personal property taxes payable by, levied or assessed against the Owner, Sweetwater or the Subcontractor. If the law requires taxes to be stated and charged separately, the total price of all items included in the Work, plus the amount of taxes will not exceed the Subcontract Amount.

3.2 PAYMENTS

3.2.1 Subcontractor agrees that on or before the 14th and 28th day of each month, Sweetwater's Project Manager assigned to the Project will perform a review of the Work performed by Subcontractor and will assign a percentage of Subcontractor's Work that has been completed to date, which will be based upon the Scope of Work identified in the applicable Work Authorization. Based upon this percentage, Sweetwater will pay Subcontractor for the amount of Work installed to date from which shall be deducted: (1) all previous payments; and (2) all charges for services, materials, equipment, and other items furnished by Sweetwater and chargeable to the Subcontractor. Sweetwater reserves the right to issue joint checks if, in Sweetwater's sole discretion, the situation merits the same. Subcontractor must provide current partial releases of lien (in the form attached hereto as Exhibit "E") to obtain interim draws and a final release of lien for final payment (in the form attached hereto as Exhibit "F"). These releases are required for all vendors, suppliers, materialman, laborers and subcontractors of Subcontractor.

3.2.2 If Sweetwater has provided payment and/or performance bonds, the obligation of Sweetwater and its Surety to make any payment including progress, interim or final payment, payment for extras, or change orders, is subject to the express condition precedent of receipt of payment by Sweetwater from the Owner. If the payment provisions of this Agreement conflict with the provisions of the Prime Contract between Sweetwater and the Owner, then the provisions of this Agreement regarding conditions precedent to payment will govern.

3.2.3 The Subcontractor shall, if requested by Sweetwater, furnish information, evidence, and substantiation as required by Sweetwater regarding the respect, nature, and extent of all obligations incurred by the Subcontractor for or in connection with the Work, all payments made by the Subcontractor, and any amounts remaining unpaid.

3.2.4 In addition to the requirements of Article 3.2.3, progress, interim or final payments to the Subcontractor shall not become due and payable until the following additional express conditions precedent have been met: (1) the completion and acceptance of the Work by Sweetwater, the Owner and/or the Architect, if any; (2) the Subcontractor submits evidence satisfactory to Sweetwater that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the portion of Work supplied; and (3) execution and delivery by the Subcontractor, in a form satisfactory to Sweetwater, of a General Release in favor of Sweetwater, the Surety, if any, and the Owner, along with all applicable close out documents, warranties, owners manuals, and any other such documentation which are called for in the Contract Documents. If any claim, obligation, or lien is made after final payment, the Subcontractor agrees to refund to Sweetwater all monies that Sweetwater, its Surety, if any, and/or the Owner pays in satisfying, discharging, or defending against such claim, obligation, or lien or any action brought or judgment recovered, and all costs and expenses, including legal fees, interest and costs, incurred in connection with any claim. The final payment will be made within thirty (30) days after all of the foregoing express conditions precedent listed in this Article have been met.

3.2.5 If any claim for payment or lien is made or filed against Sweetwater, Sweetwater's Surety, if any, the Owner, or the Project, by any person claiming that the Subcontractor or any subcontractor, supplier, laborer or materialman or any other person working under the Subcontractor has failed to make payment for any labor, services, material, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Work, or if at any time there is evidence of nonpayment of any claim or lien for which Sweetwater, Sweetwater's Surety, if any, or the Owner may become liable and which is chargeable to the Subcontractor, or if the Subcontractor or any sub-subcontractor or any other person working under the Subcontractor causes damage to the Work or to any other work on the Project, or if the Subcontractor fails to perform or is otherwise in default under any of the terms or provisions of the Agreement, Sweetwater shall have the right to retain from any payment an amount which it deems sufficient to: (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered; (2) make good any such nonpayment, damage, failure, or default; and (3) compensate Sweetwater, its Surety, if any, and the Owner for and indemnify them against any and all losses, liability, damages, costs, and expenses, including legal fees and disbursements which may be sustained or incurred by any of them in connection with any claim. Sweetwater has the right to apply and charge against the Subcontractor any portion of the amount retained as is needed to satisfy any claims. If the amount retained is insufficient to cover any claim(s), the Subcontractor shall be liable for the difference to Sweetwater.

3.2.6 No payment (final or otherwise) made under or in connection with the Work performed pursuant to a Work Authorization constitutes conclusive evidence of: (1) the performance of the Work or of this Agreement, in whole or in part; (2) acceptance of defective, faulty, or improper work or materials; or (3) release of the Subcontractor from any of its obligations under this Agreement. Entrance and use by the Owner does not constitute acceptance of the Work or any portion of the Work.

3.2.7 The Subcontractor agrees that Sweetwater, the Owner and the Architect will each have the authority to reject Work of the Subcontractor which does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor.

ARTICLE 4. PROGRESS AND TIME OF COMPLETION

4.1 The Subcontractor shall mobilize and commence its Work within two (2) days of its acceptance of the Work Authorization described in Article 2 above. From its commencement of the Work, Subcontractor agrees to diligently and continuously prosecute and complete the Work and to coordinate the Work with all other work being performed on the Project (as that term is defined in the applicable Work Authorization). All such Work shall be performed in accordance with the project schedule, any revisions to the project schedule, and any other scheduling requirements listed in this Agreement, with due consideration that other work is dependent upon the Work of Subcontractor for proper and timely completion. The Subcontractor shall not delay, impede, obstruct, hinder, or interfere with the commencement, progress, or completion of the whole or any part of the Work or other work on the Project.

4.2 For the purpose of development or updating of Sweetwater's progress schedule, the Subcontractor shall provide to Sweetwater all work sequence, procurement, and workforce scheduling information, as well as progress data, in such form and detail, and at such time as requested by Sweetwater.

4.3 If, in the opinion of Sweetwater, the Subcontractor falls behind in the progress of the Work, and such delay is due to the fault, neglect, act or failure to act by the Subcontractor or any of its officers, agents, servants, employees, subcontractors, or suppliers, Sweetwater may direct the Subcontractor to take such steps as Sweetwater deems necessary to improve the rate of progress, including requiring the Subcontractor to increase the labor force, number of shifts and overtime operations, days of work, amount of plant time expended or other remedies, and to submit for approval an outlined recovery schedule demonstrating the method under which the required progress will be regained without additional cost or damage to Sweetwater. Sweetwater may upon reasonable notice require the Subcontractor to prosecute, in preference to other parts of the Work, such parts as Sweetwater may specify.

4.4 The Subcontractor is to employ workers who will at all times work in harmony with those employed by the Owner, Sweetwater, and other subcontractors on the Project, and should Sweetwater's work or the Subcontractor's Work for any reason be stopped or materially

delayed which, in the sole discretion of Sweetwater, was due to the Subcontractor not having proper workers, materials, or equipment at the Project site to execute its responsibilities under this Agreement, then Sweetwater shall have the right, but not the duty, forty-eight (48) hours after written notice to the Subcontractor, to employ such workers, subcontractors, or suppliers, and to furnish necessary materials or equipment as Sweetwater deems appropriate to resolve any stoppage or delay and to perform all or any portion of the Work on behalf of and at the cost of Subcontractor. All costs related to completing the requirements of this Agreement shall be charged to the Subcontractor. Sweetwater's rights under this Article shall be in addition to all other rights of Sweetwater set forth in this Agreement, and exercise of these rights shall not require or preclude Sweetwater from exercise of any remedy available to Sweetwater under this Agreement. Sweetwater may exercise its rights under this Article with or without declaring a default by Subcontractor and without releasing Subcontractor from its obligations under this Agreement.

4.5 Time is of the essence of this Agreement and in the performance of all conditions and covenants to be performed or satisfied by Subcontractor. Waiver of performance or satisfaction of timely performance or satisfaction of any condition or covenant by one party shall not be deemed to be a waiver of the performance or satisfaction of any other condition or covenant unless specifically consented to in writing.

4.6 No later than ten (10) days subsequent to acceptance of the Work Authorization by the Subcontractor, the Subcontractor shall furnish Sweetwater, in writing, with the name, business address, trade, and subcontract amount for each proposed subcontractor it intends to use in the prosecution of the Work required under the applicable Work Authorization. Upon receipt of the list of subcontractors contemplated by this paragraph, Sweetwater shall notify Subcontractor, in writing, within three (3) business days of any reasonable objections it has to the use of any Subcontractor. Subcontractor shall not contract with any subcontractor to whom Sweetwater has made timely reasonable written objection.

4.7 The Subcontractor shall cooperate with Sweetwater, other subcontractors, and the Owner's (as that term is defined in the applicable Work Authorization) own forces whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, whether or not required by the Prime Contract, specifically noting and advising Sweetwater of potential conflicts between the Work of the Subcontractor and that of Sweetwater, other subcontractors, or the Owner's own forces. Additionally, the Subcontractor shall take necessary precautions to protect properly the work of other subcontractors from damage caused by operations under this Agreement.

4.8 The Subcontractor shall furnish a competent superintendent at the jobsite (who shall be subject to approval by Sweetwater) to supervise its Work. Subcontractor shall designate on the Subcontractor Information Sheet an official representative of the Subcontractor, who shall have full authority to act on any and all matters pertaining to the execution of this Agreement and whose acts will be binding upon the Subcontractor.

ARTICLE 5. CHANGES IN THE WORK

5.1 Sweetwater may at any time make changes, additions, and/or omissions in the Work, as it deems necessary, upon written order to the Subcontractor. The value of the work to be changed, added, and/or omitted will be stated in the written change order and will be added to or deducted from the Subcontract Amount. All Change Orders will be in the form as set forth in Exhibit "C" hereto.

5.2 If Sweetwater requests the Subcontractor to review a proposed modification to the Project which may affect the Subcontractor's Work, the Subcontractor shall respond in writing within seven (7) days after receipt of such request, or other reasonable time limits as the parties may agree, stating the effect of the proposed modification upon its performance including details of any cost increases or reductions and any increase or decrease in the time required to complete the Work, as a result of such Changes, otherwise the Subcontractor shall accept the determination of Sweetwater as to the effect of the proposed modification or Change. Unless otherwise instructed by Sweetwater, the Subcontractor shall not order materials or undertake any Work which will be affected by a proposed modification without first notifying Sweetwater whether failure to undertake such Work or the ordering of the materials will delay the Work. Sweetwater's instructions on how to proceed after such notice shall be binding.

5.3 The value of the work to be changed, added, and/or omitted will be determined by the lump sum or unit prices, if any, stated in this Agreement for the Work. If no prices are stipulated, the value will be determined by the following methods or combination of methods elected by Sweetwater.

- a) By adding or deducting a lump sum or an amount determined by unit price agreed upon between the parties to this Agreement.
- b) By adding 1) the actual net cost of labor to the Subcontractor in accordance with the established rates, including required union benefits, if applicable, premiums the Subcontractor is required to pay for workers' compensation and liability insurance, and payroll taxes on the labor, and 2) the actual costs to the Subcontractor of materials and equipment and such other direct costs as approved by Sweetwater, less all savings, discounts, rebates, and credits, and 3) an allowance of five (5) percent for overhead on items (1) and (2) above, and 4) unless specified otherwise in the Prime Contract, an allowance of five (5) percent for profit on items (1), (2), and (3) above.

5.4 If the parties are unable to agree to the value of the work to be changed, added, or omitted, the Subcontractor agrees to proceed with the work promptly after Sweetwater's written order. The stated value of the work will be omitted, and will be determined pursuant to Article 10 of this Agreement.

5.5 In the case of omitted Work, Sweetwater has the right to withhold from payments due or to become due to the Subcontractor an amount which, in Sweetwater's opinion, is equal to the value of the Work until omitted value is determined pursuant to Article 10 of this Agreement.

5.6 All changes, additions, or omissions in the Work ordered in writing by Sweetwater will be deemed to be a part of the Work and will be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the other Contract Documents.

ARTICLE 6. EXTENSIONS OF TIME

6.1 Should the Subcontractor be delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause, including but not limited to any act, omission, neglect, negligence or default of Sweetwater or of anyone employed by Sweetwater or by any other contractor or subcontractor on the Project, or by the Architect, the Owner or their contractors, subcontractors, agents or consultants, or by damage caused by fire or other casualty or by the combined action of workers or by governmental directive or order which is not chargeable to the Subcontractor, or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of, and not due to any fault, neglect, act or omission of the Subcontractor, its officers, agents, employees, subcontractors or suppliers, then except where the Prime Contract has specific requirements at variance with the foregoing, in which case the requirements of the Prime Contract shall govern, the Subcontractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes; provided, however, that the Subcontractor shall not be entitled to any such extension of time unless the Subcontractor: (1) notifies Sweetwater in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty eight (48) hours of the commencement thereof; and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Subcontractor acknowledges that provision of such notice is an essential condition precedent to Subcontractor's rights in connection with any such delays, obstructive hindrances or interferences to Sweetwater's ability to fully identify, and expeditiously, address and avoid such cause or causes, and, accordingly, Subcontractor expressly waives all rights and damages with respect to any such cause or causes for which notice hereunder was not provided. Notwithstanding the foregoing, if the Prime Contract is at variance with granting such time extension, then the provisions of the Prime Contract shall control

6.2 The Subcontractor agrees that it shall not be entitled to, nor shall it claim any cost reimbursement, compensation or damages for any delay, obstruction, hindrance or interference to the Work except to the extent that Sweetwater has actually recovered corresponding cost reimbursement, compensation or damages from the Owner under the Contract Documents for such delay, obstruction, hindrance or interference, and then only to the extent of the amount, if any, which Sweetwater on behalf of the Subcontractor, actually received from the Owner on account of such delay, obstruction, hindrance or interference. Notwithstanding any term or provision herein to the contrary, Subcontractor expressly waives and releases all claims or rights to recover lost profit (except for profit on Work actually performed), recovery of overhead (including home office overhead), and any other indirect and/or consequential damages, costs or expenses in any way arising out of or related to the Agreement, including the breach thereof by Sweetwater, delays, charges, acceleration, loss of efficiency or productivity disruptions and interferences with the performance of the Work.

6.3 It shall be an express condition precedent to any obligation on the part of Sweetwater to make payment of any such cost, reimbursement, compensation or damages to the Subcontractor hereunder that Sweetwater shall first be determined to be entitled to such compensation on behalf of the Subcontractor and then receive such payment from Owner, and Subcontractor expressly acknowledges that Sweetwater is not obligated or required to pursue Subcontractor claims as against Owner if Sweetwater, in its sole discretion, after review of Subcontractor's claim, has deemed the claim to lack merit in whole or in part.

6.4 The Subcontractor agrees that it shall contribute a fair and proportionate share of the costs of advancing the claims of the Subcontractor for delay, including but not limited to legal and other professional fees.

ARTICLE 7. DEFAULT

7.1 Any of the following conditions constitute a default by the Subcontractor under this Agreement: (1) The Subcontractor at any time refuses or neglects to supply a sufficient number of skilled workers or materials of the proper quality and quantity; (2) The Subcontractor fails in any respect to prosecute the Work with promptness and diligence; (3) The Subcontractor causes by any act or omission, the stoppage, impediment, obstruction, hindrance, or delay of, or interference with, or damage to the work of Sweetwater or of any other contractors or subcontractors on the Project; (4) The Subcontractor fails in the performance of any of the terms or provisions of this Agreement, a Work Authorization, or of the other Contract Documents; (5) The Architect determines that the Work or any portion of the Work is not being performed by the Subcontractor in accordance with the Contract Documents; (6) A petition in bankruptcy or for reorganization is filed by or against the Subcontractor; (7) The Subcontractor becomes insolvent or is adjudicated as a bankrupt or goes into liquidation or dissolution, either voluntarily or involuntarily or under Court Order; or (8) The Subcontractor makes a general

assignment for the benefit of creditors, or otherwise acknowledges insolvency. If Subcontractor is in default of this Agreement, Sweetwater has the right, in addition to any other rights and remedies provided by this Agreement and the other Contract Documents or by law, after three (3) days written notice to the Subcontractor mailed or delivered to the address specified in this Agreement, (a) to perform and furnish itself or through others any labor or materials for the Work and to deduct the cost of the performance plus 10% overhead and profit from any monies due or to become due to the Subcontractor under this Agreement, and/or (b) to terminate the employment of the Subcontractor, as further specified in Article 9 of this Agreement, for all or any portion of the Work, enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances, and other items on the Premises, all of which the Subcontractor agrees are transferred and assigned to Sweetwater for completing the Subcontractor's Work. Sweetwater has the right to employ any person or persons to complete the Work and provide all labor, services, materials equipment and other items required for the completion of the Work.

ARTICLE 8. SWEETWATER'S REMEDIES

8.1 Subcontractor shall be liable to Sweetwater for all costs Sweetwater incurs as a result of Subcontractor's failure to perform this Agreement in accordance with its terms. Subcontractor's failure to perform shall include the failure of its suppliers, and/or sub-subcontractors of any tier to perform. Subcontractor's liabilities shall include, but not be limited to (a) damages and other delay costs payable by Sweetwater to the Owner; (b) Sweetwater's increased costs of performance, such as extended general conditions, increased performance costs resulting from Subcontractor-caused delays or improper Subcontractor Work (plus overhead markup of 15%); (c) warranty and re-work costs (plus overhead markup of 15%); (d) liability to third parties; (e) attorneys' fees and related costs incurred by Sweetwater in any proceeding against Subcontractor or its sureties to enforce any of Sweetwater's rights as provided herein; and (f) costs of compliance, expense, and damages, including but not limited to fines and penalties assessed against Sweetwater incurred as a result of violations of safety or any other laws, rules, codes, or relations by Subcontractor.

8.2 The Subcontractor shall be responsible for liquidated damages to the extent that liquidated damages are provided for in the Contract Documents for delays caused by or contributed to by the Subcontractor, the Subcontractor's employees or agents, sub-subcontractors, suppliers or any other person or entity for whose acts the Subcontractor may be liable, including all liquidated damages assessed by the Owner against Sweetwater attributable in whole or in part to such Subcontractor caused delays. In addition, the Subcontractor shall be responsible for actual damages to Sweetwater caused or contributed to by delay caused by the Subcontractor and others as set forth herein for whom the Subcontractor is responsible. In the event liquidated damages or actual damages, or both, are partially caused by the Subcontractor and partially by another entity, Sweetwater shall have the right to reasonably apportion said damages between the parties, and such apportionment shall be binding on the Subcontractor. Permitting the Subcontractor to continue after the time to complete the Work has expired shall not be construed as a waiver of damages for non-compliance with the requirements of this Agreement.

ARTICLE 9. TERMINATION, SUSPENSION AND ASSIGNMENT

9.1 TERMINATION

9.1.1 If the Subcontractor persistently or repeatedly fails or neglects to carry out the Work in accordance with this Agreement, a Work Authorization, or the Contract Documents or otherwise fails to perform in accordance with this Agreement and fails within three (3) days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, Sweetwater may, after three (3) days following receipt by the Subcontractor of an additional written notice and without prejudice to any other remedy Sweetwater may have, terminate this Agreement or the Work required under an applicable Work Authorization and finish the Subcontractor's Work by whatever method Sweetwater may deem expedient. In such event, neither the Subcontractor, nor any of its sureties or assignees shall be entitled to any further payments under or concerning the Agreement until all work is complete and a full accounting can be rendered by Sweetwater and any sums can be determined to be due either Sweetwater or Subcontractor as a result of such accounting and arising from such termination.

9.1.2 Sweetwater may at any time terminate this Agreement or the Work requested under a particular Work Authorization for the convenience of Sweetwater for any reason without any default under the Contract Documents. In the event of such a termination for convenience and notwithstanding any other provision of the Agreement to the contrary, provided the Subcontractor is not in default, and that there is an existing Work Authorization outstanding which Subcontractor is still performing Work under, Subcontractor shall receive, as its entire and sole compensation, its actual, necessary and reasonable costs of performing the Work to date of termination, as determined by audit of the Subcontractor's records, plus a reasonable pro-rata mark-up for overhead and profit, but in no event shall such amount paid and payable hereby exceed the Subcontract Amount prorated to the percent of completion. The Subcontractor shall make its books and records available at reasonable times and places for Sweetwater's audit in the event this paragraph is invoked.

9.2 SUSPENSION

9.2.1 Sweetwater may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as Sweetwater may determine.

9.3 ASSIGNMENT

9.3.1 In the event of termination of the Prime Contract by the Owner, Sweetwater may assign the Work required under a particular Work Authorization to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the Surety, if any, obligated under bonds relating to the Prime Contract. In such event, the Owner shall assume Sweetwater's rights and obligations under the Contract Documents.

9.3.2 The Subcontractor shall not, without Sweetwater's written consent, assign the Work, this Agreement, or subcontract the whole of the Work required under a particular Work Authorization. Subcontractor hereby agrees to indemnify and hold harmless Sweetwater from and against any and all loss, cost, expense or damages Sweetwater or Owner has or may sustain or incur in connection with such assignment.

ARTICLE 10. CLAIMS AND DISPUTE RESOLUTION

10.1 **Claim.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of terms of this Agreement, payment of money, extension of time or other relief with respect to the terms of a Work Authorization or this Agreement. The term "Claim" also includes other disputes and matters in question between Sweetwater and the Subcontractor arising out of or relating to the Agreement. Claims must be initiated by written notice. The responsibility to substantiate Claims rests with the party making the Claim.

10.2 **Written Notice of Claims.** Except as otherwise required in this Agreement, and subject to the limitations of Articles 5 and 6, the party making a Claim shall provide written notice to the other party of any potential Claim within seven (7) calendar days of the time that the party making the claim knew, or should have known, of the conditions or events giving rise to the claim or dispute. If timely notice is not given of its Claim, the party making the Claim is deemed to have been waived.

10.3 **Time Limits on Claims.** Except as otherwise required in this Agreement, and subject to the limitations of Articles 5 and 6, any complete and substantiated Claim of Subcontractor for adjustment of the Subcontract Amount, time for completion, or other provisions of this Agreement or a Work Authorization, shall be submitted to Sweetwater, in writing, in sufficient time for Sweetwater to submit claims to Owner in accordance with the Prime Contract, but in no event later than twenty-one (21) calendar days after such costs are incurred or the cause of such adjustment is first known or should have been known to Subcontractor. If Subcontractor does not timely submit a Claim, Subcontractor shall not be entitled to any adjustment of the Subcontract Amount or time extension in connection with the Claim and the matters contained therein. Subcontractor expressly waives any right to seek an adjustment to the Subcontract Amount or time extension where it fails to timely submit a Claim.

10.4 **Subcontractor Rights.** Subcontractor shall have no greater right or entitlement against Sweetwater on Claims than Sweetwater has against Owner with respect to the Work under a Work Authorization. Sweetwater shall not be liable to Subcontractor in excess of any sum actually received from Owner on behalf of Subcontractor with respect to such Claims.

10.5 Unless otherwise settled to the satisfaction of all relevant parties, any Claim or dispute between the parties hereto shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and the Subcontractor and Sweetwater each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States District Court, unless the action may only be maintained in the Federal Court. Venue of any such litigation between the Subcontractor and Sweetwater shall lie and be only in the appropriate State courts of the State of Florida's Fourth Judicial Circuit in and for Duval County, Florida. The Subcontractor and Sweetwater consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and **EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH MATTER.** Subcontractor agrees that Sweetwater's surety, if any, is an intended third-party beneficiaries of this waiver of jury trial provision, and that any action brought by or against Sweetwater's surety, if any, is subject to this waiver of jury trial provision. An award of reasonable attorneys' fees, expert witness fees, and related litigation costs shall be awarded to the party that prevails in any court action.

10.6 Subcontractor agrees to include in any and all of its subcontracts and purchase orders the same provisions as are included in Paragraph 10.5 and its subparts, modified only as to the appropriate identification of the parties.

10.7 Pending final resolution of a Claim, except as otherwise agreed in writing or in this Agreement, the Subcontractor shall proceed diligently with performance of the Agreement and the Work required under all outstanding Work Authorization and Sweetwater shall continue to make payments in accordance with this Agreement for undisputed amounts due and owing.

10.8 The parties expressly agree that Sweetwater's Surety, if any, is an intended third-party beneficiary of this Agreement, and as such Sweetwater's Surety may require, at its sole option, that all claims, disputes, and other matters in question between Sweetwater's Surety and the Subcontractor arising out of or relating to this Agreement shall be decided in accordance with this Article. Nothing contained herein shall be construed as a waiver of any notice requirements contained in the payment bond issued by the Surety, if any, or any notice requirements required by Florida law.

ARTICLE 11. WARRANTY

11.1The Subcontractor guarantees the Work to the fullest extent provided by the Plans, Specifications, General Conditions, Specific Conditions, and other Contract Documents.

11.2The Subcontractor agrees to guarantee all materials and workmanship associated with the Work of this Agreement for a period of (1) one year from the date of acceptance of the Project by the Architect/Engineer and Owner, or longer if required by the Contract Documents, and any other warranty agreement or document required by the Plans, Specifications, General Conditions, Specific Conditions, and other Contract Documents. The guarantee required under Article 11 is a condition precedent to final payment.

11.3Any warranty work that affects the habitability, safety or full use of the facility, or any roof related repairs, water leaks, or elevator operation are considered emergency work and will require an immediate site visit to repair said defect within twenty-four (24) hours of notification. Normal warranty work will require complete repair within seven (7) calendar days of notification.

11.4The Subcontractor agrees to pay for all damage to the Project resulting from defects in the Work and all costs and expenses necessary to correct, remove, replace, and repair the Work and any other work or property which may be damaged in correcting, removing, replacing, or repairing the Work.

ARTICLE 12. INSURANCE AND BONDS

12.1 Insurance. Prior to starting the Work, the Subcontractor shall secure, pay for and file with Sweetwater, certificates of insurance (in the form attached hereto as Exhibit "D") for all required insurance (as set forth in Exhibit "B") and in such amounts as required by this Agreement but not less than that required by the Contract Documents and such other insurance coverage as may be required by the Contract Documents. All such insurance, unless otherwise required by law, shall be issued on an "occurrence" and not on a "claims made" basis, and shall be maintained without interruption during the entire term of this Agreement, and through the expiration of warranty periods set forth in the Contract Documents. Such insurance should not contain a residential work exclusion, if the Work required by any applicable Work Authorization may be deemed to be residential by the insurance carrier. Additionally, if the Work to be performed by the Subcontractor requires the subcontractor to install any exterior insulation and finish system, the insurance procured pursuant to this Article shall not contain any exclusion in coverage for such Work. The insurance shall be written through responsible and reputable carriers, authorized to do business in the state in which the Project is located, which are rated as A- companies (or such higher rating as may be required by the Contract Documents) by Best's Key rating Guide.

12.1.2 Unless otherwise specified in the Prime Contract Documents, the Subcontractor's minimum insurance coverage requirements are set forth in this Article and in Exhibit "B" to the Agreement.

12.1.3 Certificates of insurance as required by this Article shall be filed with Sweetwater prior to commencement of the Subcontractor's Work. Copies of the insurance policies shall also be filed with Sweetwater upon Sweetwater's request. These certificates and the insurance policies required by this Article shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Sweetwater. Any insurance policy obtained by the Subcontractor to fulfill the insurance requirements of the Subcontract shall name Sweetwater as an "additional insured" and provide that such insurance shall be deemed primary insurance to any similar insurance Sweetwater may obtain for its own benefit, which shall be excess or secondary but not contributing insurance. Each such policy obtained by the Subcontractor shall provide that the insurer shall defend any suit against Sweetwater, its officers, agents, or employees even if such suit is frivolous or fraudulent, so long as such suit results from Work of the Subcontractor.

12.1.4 The Subcontractor waives all rights it may have against Sweetwater and that the Subcontractor may have against the Owner for damages caused by fire or other perils covered by the insurance described in the Contract Documents. The insurance provided by the Owner is subject to a deductible limit per occurrence, and Sweetwater is not providing additional insurance coverage. The Subcontractor assumes the responsibility of insuring, up to the deductible amount, all permanently incorporated materials and equipment it has furnished and/or installed and all materials and equipment on the Project site that it has provided whether such materials or equipment are intended to be permanently incorporated into the Work.

12.1.5 Sweetwater and Subcontractor hereby waive all rights against i) each other, ii) the consultants, subcontractors, suppliers, (including lower tiered subcontractors and suppliers), officers, directors, agents and employees of each other, (iii) the Owner and the Owner's contractors, consultants, subcontractors, suppliers, (including lower tiered contractors, subcontractors and suppliers), officers, directors, agents and employees, and (iv) the Architect and the Architect's consultants, contractors, subcontractors, suppliers, (including lower tiered subcontractors and suppliers), officers, directors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the Contract Documents or other insurance in existence applicable to the Work, except for such rights as they may have to the proceeds of such insurance. Subcontractor shall require any of its subcontractors or suppliers, or their subcontractors or suppliers, to provide waivers of the right of subrogation similar to and as encompassing as the above before entering into any agreement with such parties to provide labor or materials for the Project. All insurance policies provided in

regard to the Work shall provide for and allow for such waivers of subrogation by endorsement or otherwise. All waivers of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12.2 At Sweetwater's sole option, the Subcontractor shall furnish, within fourteen (14) days of Subcontractor's acceptance of a Work Authorization, an unconditional performance and payment bond (the "Bond"), payable to Sweetwater in the full Subcontract Amount, to insure the complete and faithful performance of all of Subcontractor's obligations under this Agreement and the applicable Work Authorization and payment in full of all obligations of Subcontractor in regard thereto. The Bond shall be executed on the form required by Sweetwater and be written through a reputable and responsible surety company, satisfactory to Sweetwater, and licensed to do business in the State of the Project.

12.2.1 The Bond shall state that it shall remain in full force and effect during the warranty periods required by this Agreement so as to provide recourse on the Bond if Subcontractor fails to remedy defects during the warranty period.

12.2.2 In the event Sweetwater elects to require performance and/or payment bonds, the amount of this Agreement shall be amended by a change order in an amount sufficient to pay the Subcontractor its actual cost of the bonds.

12.2.3 In the event the Subcontractor shall fail to promptly provide such requested bonds, Sweetwater may terminate this Agreement and re-let the work to another Subcontractor and all of Sweetwater's costs and expenses incurred thereby shall be paid by the Subcontractor, including any price differential.

ARTICLE 13. INDEMNIFICATION

13.1 To the fullest extent permitted by law, the Subcontractor shall assume the defense of, and indemnify and save harmless Sweetwater, the Owner, their officers, directors, partners and employees (jointly hereinafter referred to as the "Indemnities"), from and against any and all demands, claims, lawsuits, losses, liabilities, workers compensation claims and expenses including reasonable attorneys' fees, resulting from the performance or failure to perform the Work by the Subcontractor or from other actions or inaction by Subcontractor or its employees, officers, directors, suppliers or sub-subcontractors or their employees, officers, directors, suppliers or sub-subcontractors resulting from the performance or failure to perform the Work. Subcontractor's obligation to indemnify, defend and hold harmless, as required herein, shall include without limitation: (a) claims of infringement or violation of any copyrights, patent rights or similar rights (including, without limitation, unfair competition); (b) claims of injuries and damage to property and persons, including death or injury to employees or agents of Subcontractor; (c) claims on account of the acts and/or omissions of Subcontractor, or those for whom Subcontractor is legally responsible including, without limitation, any of Subcontractor's officers, agents, employees, suppliers or sub-subcontractors or their employees, officers, directors, suppliers or sub-subcontractors; (d) claims due to defects of any kind, actual or alleged, in the Work; (e) attachments, executions and liens by creditors of Subcontractor or others making claims arising from or related to Subcontractor's Work. The indemnity set forth in this paragraph shall survive termination of this Agreement, shall not be limited by the insurance requirements set forth herein and is unlimited.

13.2 Subcontractor's agreement and duty to indemnify, defend and hold harmless, as required herein, includes the duty to do so from claims, demands, actions, damages, workers compensation claims and causes of action based on or arising from the negligence or fault of Sweetwater and/or the Owner and all of their agents or employees, except from their gross negligence or willful misconduct, to the fullest extent allowed by applicable law. This duty also applies regardless of any active and/or passive negligent act or omission of Sweetwater and/or the Owner and all of their agents or employees. The indemnity set forth in this paragraph shall survive termination of this Agreement and shall not be limited by the insurance requirements set forth herein. The indemnity provided in this Section 13.2 only, is limited to \$1,000,000, which the parties agree is commercially reasonable. All other indemnities granted by Subcontractor are unlimited.

ARTICLE 14. COMPLIANCE WITH LAWS, PERMITS, FEES AND NOTICES

14.1 The Subcontractor agrees to obtain and pay for all necessary permits and licenses pertaining to the Work and to comply with all Federal, State, Municipal, and local laws, ordinances, codes, rules, regulations, standards, orders, notices, and requirements, including but not limited to those relating to safety, discrimination in employment, fair employment practices, and equal employment opportunity, and with the requirements of the American Insurance Association, without additional charge or expense to Sweetwater. The Subcontractor agrees to be responsible for and correct, at its own cost and expense, any violations of the terms of this Article in connection with the performance of its Work. At any time upon demand, the Subcontractor shall furnish to Sweetwater proof of compliance and the correction of any violation of this Article. The Subcontractor agrees to hold harmless and indemnify Sweetwater from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs, expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor's failure to comply with any laws, ordinances, rules, regulations, standards, orders, notices, or requirements or to correct any violations of the terms of this Article.

ARTICLE 15. ACCIDENT PREVENTION

15.1 The Subcontractor agrees that the prevention of accidents to workmen engaged in the vicinity of the Work is its responsibility. The Subcontractor agrees to comply with all Federal, State, Municipal, and local laws, ordinances, rules, regulations, codes, standards, orders, notices, and requirements concerning safety as applicable to the Work, including the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or any in the future adopted or issued under the Federal Occupational Safety and Health Act, and with the safety standards established during the progress of the Work by Sweetwater. When ordered, the Subcontractor shall stop any part of the Work which Sweetwater deems unsafe until corrective measures satisfactory to Sweetwater are taken, and the Subcontractor will not make any claim for damages growing out of stoppages under this Article. If not done by the Subcontractor, Sweetwater may take corrective measures at the costs and expense of the Subcontractor and deduct the cost incurred from any payments due or to become due to the Subcontractor. Failure on the part of Sweetwater to stop unsafe practices in no way relieves the Subcontractor of its responsibility for any resulting claims or damages. In the event the Federal Occupational Safety and Health Act Administrator assess a fine or penalty of any nature, Sweetwater reserves the right to back-charge the Subcontractor for the subcontractor's appropriate share of such amounts.

ARTICLE 16. CLEANING UP

16.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Agreement. The Subcontractor is responsible for clean up of its own debris and will place material into dumpsters on site unless the debris is or includes a hazardous substance, in which case Subcontractor will be responsible for disposal of such debris in accordance with all Laws.

16.2 If the Subcontractor fails to clean up as provided in the Contract Documents, Sweetwater may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

ARTICLE 17. WORKING CONDITIONS AND SHOP DRAWINGS

17.1 The Subcontractor expressly agrees that it is responsible for taking any measurements necessary to insure the proper matching and fitting of the Work covered by this Agreement with contiguous work, notwithstanding the dimensions contained in the Plans, Specifications, or other Contract Documents. All such measurements should be taken prior to making submittals or shop drawings, ordering materials or in any way commencing to perform the Work.

17.2 The Subcontractor shall notify Sweetwater in writing of any patent deficiencies in any work at the site prior to the commencement of the Work. Any unreported patent deficiencies shall be deemed accepted by the Subcontractor and such areas become the responsibility of the Subcontractor.

17.3 The Subcontractor shall promptly prepare and submit shop drawings, product data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Sweetwater or other subcontractors. Such shop drawings shall completely describe the details and construction of the Work. Approval of the shop drawings by Sweetwater and/or the Architect does not relieve the Subcontractor of its obligation to perform the Work in the strict accordance with the Plans, Specifications, the provisions of this Agreement and the other Contract Documents, or any of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed at the Project.

17.4 If the proper and accurate performance of the Work depends upon the proper and accurate performance of other work not covered by this Agreement ("Other Work"), the Subcontractor agrees to carefully examine the Other Work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work, use all means necessary to discover any defects in the Other Work, and before proceeding with the Work, report in writing promptly any improper conditions and defects to Sweetwater, and allow Sweetwater a reasonable time to have the improper conditions and defects remedied.

ARTICLE 18. CONSTRUCTION LIENS OR CLAIMS

18.1 If any subcontractor, laborer, materialman, or supplier of the Subcontractor, or any other person directly or indirectly acting for it or any of them, files or maintains a lien or claim, whether a mechanics lien, construction lien, or otherwise against the whole or any portion of or interest in the Project or the premises of the Project, or any improvements constructed at the Project, or against any monies due or to become due from the Owner to Sweetwater or from Sweetwater to the Subcontractor, for any work, labor, services, materials, supplies, equipment, or other items performed or furnished for or in connection with Work, or under any change order or supplemental agreement for extra or additional work in connection with Project, the Subcontractor agrees to cause any and all liens and claims to be satisfied, removed, or discharged at its own expense by bond, payment, or otherwise within five (5) days from the date of filing of any claim or lien. If the Subcontractor fails to do so, Sweetwater has the right, in addition to all other rights and remedies provided under this Agreement and the other Contract Documents or by law, to cause any and all liens or claims to be satisfied, removed, or discharged by whatever means Sweetwater chooses, at the entire cost and expense of the Subcontractor, including legal fees and disbursements. The

Subcontractor agrees to indemnify, protect and save harmless Sweetwater and the Owner from and against all liens, claims and actions brought or judgments rendered on any liens or claims, and from and against any and all loss, damages, liability, costs, and expenses, including legal fees and disbursements, which Sweetwater and/or the Owner may sustain or incur in connection with any liens or claims.

ARTICLE 19. GOVERNING LAW

19.1 The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida unless otherwise provided in the Prime Contract Documents.

ARTICLE 20. INTERPRETATION OF PLANS AND SPECIFICATIONS

20.1 The Work is to be performed and furnished under the direction and to the satisfaction of both the Architect and Sweetwater. The decision of the Architect as to the true construction, meaning, and intent of the Plans and Specifications is final and binding upon the parties to this Agreement. Sweetwater will furnish the Subcontractor additional information and Plans as prepared by the Architect to further describe Work to be performed and furnished by the Subcontractor, and the Subcontractor agrees to conform to and abide by any additional information. The Subcontractor agrees that it will not make any changes, additions, and/or omissions in the Work except upon written order of Sweetwater, as provided by the Article 5 of this Agreement.

ARTICLE 21. HEADINGS AND CAPTIONS

21.1 Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or content of this Agreement nor the intent of any provision hereof. This Agreement shall be interpreted without regard to any presumption or other rules requiring interpretation against the party causing this Agreement or any part thereof to be drafted. Wherever used in this Agreement, "any" means "any and all"; "include" and "including" each are without limitation; "indemnify" means that the indemnitor will defend, indemnify, and hold the indemnities harmless against any claims, demands, losses, or liabilities asserted against or incurred by the indemnities to any third party because of the subject matter of the indemnity; "may not" and other negative forms of the verb "may" each are prohibitory; and "will", "must" and "should" each are mandatory. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. Unless this Agreement or the Prime Contract Documents expressly or necessarily requires otherwise: (i) any time period measured in "days" means consecutive calendar days, except that if the expiration of any time period measured in days expires on a Saturday, Sunday, or legal holiday, the time period will automatically be extended to the next day that is not a Saturday, Sunday, or legal holiday in the jurisdiction in which the Project is located (collectively "Business Day"); (ii) any action is at the sole expense of the party required to take it; and (iii) the scope of any indemnity includes any costs and expenses, including reasonable attorneys' fees and legal costs through all levels of proceedings incurred in defending any indemnified claim, or in enforcing the indemnity, or both.

21.2 A term not defined herein shall be as defined in the applicable Work Authorization for the Work.

ARTICLE 22. SEVERABILITY

22.1 In the event any term or provision of this Agreement shall be held illegal, unenforceable, or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby and shall remain in full force and effect unless the overall intent of this Agreement is substantially defeated by such illegality or lack of enforceability.

ARTICLE 23. TERM OF THE WORK

23.1 This Agreement shall become effective on the date referenced above and shall remain in effect through _____ subject to earlier termination as provided in Article 9.

23.2 If Work authorized under this Agreement is not completed by the above expiration date, the terms and conditions in effect at the time of expiration shall remain in full force until all such Work is completed.

ARTICLE 24. ENTIRE AGREEMENT

24.1 This Agreement constitutes the entire agreement between the parties. All previous bids, orders, proposals, letters, oral or written promises and understandings relating to the subject matter to this Agreement are hereby declared to be null and void. This Agreement may not be changed in any way except as provided by this Agreement, and no term or provision may be waived by Sweetwater except in writing, signed by its authorized officer or agent.

This Agreement entered into as of the day and year first written above.

SWEETWATER RESTORATION, INC. *(Signature)*

SUBCONTRACTOR *(Signature)*

(Printed name and title)

(Printed name and title)

INSURANCE RIDER

INSURANCE LIABILITY LIMITS:

1. Workers' Compensation & Employer Liability
Workers' Compensation Limits - Statutory
Employers Liability Limits
\$500,000 Each Accident
\$500,000 Disease - Policy Limit
\$500,000 Disease - Each Employee
2. Commercial General Liability (Occurrence Form Only) Limits
\$1,000,000 Each Occurrence / **\$2,000,000 Aggregate**
\$1,000,000 Personal Injury Liability
\$2,000,000 Aggregate for Products-Completed Operations

OR

Comprehensive General Liability Limits
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate
Including products, completed operations, contractual liability, broad form property damage, and coverage for explosion, collapse and underground damages. Must have Severability of Interest Clause
3. Automobile Liability Limits
\$1,000,000 Combined Single Limit Each Occurrence Bodily Injury and Property Damage
Including Owned, Non-owned, and Hired Vehicles
4. Professional Liability Limits
\$1,000,000 Each Claim
\$1,000,000 Aggregate
Professional Liability Insurance is required only of Engineers, Surveyors, consultants or any subcontractor of a professional service.
5. Umbrella/Excess Liability: As dictated by Contract Documents

Initial _____

Initial _____