

CDI CONTRACTORS, LLC

BIDDERS INSTRUCTION MANUAL

AMP NORTH ADDITION



drawing dept
architecture & design



CDI CONTRACTORS

TABLE OF CONTENTS

SECTION 01: INVITATION TO BID 3

SECTION 02: BID PROPOSAL FORM TEMPLATE..... 5

SECTION 03: SCHEDULE OF WORK 11

SECTION 04: SITE LOGISTICS PLAN 15

SECTION 05: SUBCONTRACTOR PREQUALIFICATION FORM 16

SECTION 06: SAMPLE SUBCONTRACT AGREEMENT AND EXHIBITS 22

SECTION 07: PROPOSAL GUARANTEE BOND (NOT APPLICABLE) 68

SECTION 08: PAYMENT AND PERFORMANCE BOND (NOT APPLICABLE) 69

SECTION 09: NOT USED..... 70

SECTION 10: NOT USED..... 71

SECTION 11: NOT USED..... 72

SECTION 01: INVITATION TO BID

SECTION 01 – INVITATION TO BID

Invitation Date: 7.21.2026

To: Interested Bidders

From: CDI Contractors, LLC (Hereafter referred to as CDI, Construction Manager, or General Contractor)

All,

CDI has issued project bid documents for solicitation of competitive, qualified pricing regarding the AMP North Addition project. CDI is requesting that qualified trade partners / vendors participate by submitting bid proposals associated with the Bid Package Scopes of Work identified in this invitation to bid.

The following list contains information related to the Project that may be helpful in your bidding process. Please review all available Bid Documents in their entirety to ensure your bid proposal meets all project requirements and scope of work coverage. If you have any questions or need additional information, do not hesitate to reach out to CDI Contractors.

<u>PROJECT NAME</u>	AMP North Addition
<u>PROJECT LOCATION</u>	5079 W Northgate Rd, Rogers, AR 72758
<u>PROJECT DESCRIPTION</u>	The North Addition to the Walmart AMP is a proposed 7,017 square foot Hospitality Venue. The proposed mixed-use assembly building will be two stories.
<u>BID DOCUMENTS</u>	Bid Documents & Bid Proposal Documents can be viewed and/or downloaded electronically via Building Connected.
<u>BID DUE DATE</u>	Bids are due to the Construction Manager/General Contractor by 12:00 PM on July 29, 2026 . Bids must be submitted/uploaded to Building Connected. If issues arise while uploading your bid to Building Connected, please email your bid to Lis Rodriguez lis.rodriguez@cdicon.com.
<u>BID PROPOSAL FORM</u>	A Bid Proposal Form Template is included in <u>Section 02</u> of this manual for reference only. Scope Specific Bid Forms will be uploaded to Building Connected by July 23, 2026 , under the “Bid Forms per Trade” folder. All bids must be submitted using the respective bid forms, no exception. If a bidder wishes to submit a proposal on multiple scopes of work, they must fill out a separate Bid Proposal Form for each applicable scope. <i>Bid Proposals shall be valid for ninety (90) days after submission.</i>
<u>SCHEDULE OF WORK</u>	A preliminary construction schedule is included in <u>Section 03</u> of this manual. Bidders shall review the schedule as it pertains to their scope of work and impacts that other scopes may have on their scope. By submitting a bid, the bidder is acknowledging they have reviewed the project schedule and is committing to adhering to the Project Schedule presented herein. Any materials with lead times over two (2) weeks must be listed in applicable section of the Bid Form.

<u>SITE LOGISTICS PLAN</u>	A preliminary Site Logistics Plan is included in <u>Section 04</u> of this manual. Bidders shall review said plan as it pertains to their scope of work and provide CDI with any comments, questions, or concerns that arise from their review.	
<u>SUBCONTRACTORS PREQUALIFICATION</u>	A Prequalification Application Form is included in <u>Section 05</u> of this manual. All bidders must fill out and submit this form to Lis Rodriguez at lis.rodriquez@cdicon.com along with all requested documents. While not a prerequisite to bid, this Prequalification Application is a requirement for Contract Award and Execution. Hence, it is strongly encouraged to submit this information at your earliest convenience. <u>Note:</u> If your Company has completed CDI's Prequalification process in the current year, please notify the Project Team as each prequalification is valid for one (1) calendar year.	
<u>SUBCONTRACT AGREEMENT</u>	A Sample Subcontract Agreement is included in <u>Section 06</u> of this manual. All bidders must review said document along with all supporting "Exhibits to the Subcontract Agreement" found in the same Section. By submitting a bid, the Bidder acknowledges their review of these documents. Please provide any comments or questions regarding this Sample Agreement with your bid. If no comments are provided with your bid submission, it is assumed that bidder will sign the Subcontract Agreement with no modifications.	
<u>PROPOSAL GUARANTEE BOND</u>	Not Applicable.	
<u>PAYMENT AND PERFORMANCE BOND</u>	Not Applicable.	
<u>TAXES / EXEMPTIONS</u>	This project is not exempt from state sales and/or use tax.	
<u>GENERAL NOTES</u>	By submitting a bid or proposal, each bidder or proposer agrees to waive any claims it has or may have against the Owner, the Architect, the Construction Manager, and their respective officers, trustees, employees, agents, or representatives, arising out of or in connection with the administration, evaluation, recommendation, or selection of any bid or proposal; waiver of any requirements under the bid or proposal documents or contract documents; acceptance or rejection of any bid or proposal; and award of the contract.	
<u>PROJECT TEAM CONTACT INFORMATION</u>	James Gardner – Project Manager Lis Rodriguez – Project Manager Ron Dorrell – Project Superintendent	james.gardner@cdicon.com lis.rodriquez@cdicon.com ron.dorrell@cdicon.com

END OF SECTION 01 – INVITATION TO BID

SECTION 02: BID PROPOSAL FORM TEMPLATE

BID PROPOSAL FORM AMP NORTH ADDITION ROGERS, AR

BF-XX.X (SPECIFIC) SCOPE OF WORK

Submitted by: _____
Name / Company / Date

The following Documents constitute the basis for the work:

1. **Plans** as prepared by Drawing Dept Architecture & Design, and their consultants dated June 19, 2026.
2. **Geotechnical Report** as prepared by GTS, Inc. dated May 22, 2026.
3. **Addendum No. 1** – Dated July 16, 2026.

The scope of work for this proposal shall be in strict compliance with the plans, specifications, any addenda/revisions listed above, and the items listed below, including but not limited to:

INCLUDING BUT NOT LIMITED TO:

1. Include all submittals, shop drawings, product data, samples, mock-ups, certificates, and warranties as required by the Contract Documents.
2. Subcontractor is responsible for all testing, lab reports and material certifications required by the Contract Documents.
3. Subcontractor is responsible for including all sales tax (city, county, and state) required per local code.
4. Subcontractor is responsible for procuring and maintaining licenses to work within the project's jurisdiction.
5. Subcontractor shall be responsible for all notes and details pertaining to their scope of work, regardless of what area of the plans the notes are included.
6. Each prime contractor will require its Superintendent and Sub-Tier Superintendents to provide and use an iPad for CDI's Document Management Software CMiC on site (for daily use to facilitate drawing review, inspections, work completion, punch list items, etc.).
7. This Subcontractor, by submitting a bid, is acknowledging that they have read and, if they are successful bidder, agree to enter into a contract with CDI Contractors, LLC according to the terms and conditions of the CDI Contractors, LLC Subcontract Agreement, complete with its insurance and safety requirements.
8. If any Bidder wishes to substitute equipment or materials, which is believed to be equal to those specified, the Bidder shall make a request in writing to CDI for approval of such substitute equipment or materials at least seven (7) calendar days prior to the bid date. In proposing items for consideration, Bidder assumes all risk, costs, coordination with other trades, cost associated with other trades if substitution impacts their scope of work, and responsibility for item's final acceptance, compliance with the Bidding Documents and Contract Documents, integration into the Work, and performance.

9. Compute Request for Changes in work by the additions or deductions as follows:

For work performed by Subcontractors:

Net Cost of Materials	a
State Sales Tax	b
Net Placing Cost	c
W.C. Insurance Premium and FICA Tax	d
<u>Subtotal</u>	<u>a+b+c+d</u>
Overhead and Profit, 12% x (a+b+c+d)	e

10. The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.
11. The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf; state that all qualified applicants will receive consideration for employment without regard to race, color, sex or national origin.

SCOPE OF WORK**1. SPECIFIC SCOPE WILL BE LISTED HERE.****SAFETY & SITE LOGISTICS**

1. This Subcontractor will provide sufficient manpower to meet the project schedule, including any overtime required to maintain the project schedule, at no additional charge unless the necessity for overtime is caused by others failing to maintain their project schedule through no fault of this Subcontractor or circumstances beyond control (such as "acts of God").
2. Use of personal vehicles on the project site is prohibited. Only vehicles that are (1) owned or leased by subcontractors, sub-subcontractors, or suppliers, (2) are necessary to the work, and (3) are identified as commercial vehicles will be allowed access into the construction area.
3. Parking will not be provided by CDI Contractors. It will be the responsibility of all subcontractors to provide parking and shuttles for their employees if necessary. Coordinate all parking with CDI's Site Superintendent.
4. Furnish, install, remove, relocate, and reinstall fencing or barricades as necessary to access Subcontractor's work areas.
5. Subcontractor is responsible for all damage(s) to existing asphalt and curb by this subcontractor and any third-party sub/suppliers.
6. Replace / repair any areas damaged during this Subcontractor's scope of work that are outside the construction limits established by CDI.
7. Restore to existing conditions all areas disturbed by this Subcontractor.
8. CDI will facilitate the installation of silt fencing by others. In the event damage by this subcontractor occurs to the silt fencing in place, CDI will install new at the expense of this subcontractor through back-charge.
9. Provide flagging and traffic control as required for these operations as needed.
10. Subcontractor is responsible for unloading their own materials and deliveries. All materials are to be delivered F.O.B. jobsite to each location as scheduled.

11. Loading, staging and stocking of materials shall be coordinated with the Construction Manager's Superintendent. Deliveries must be scheduled to coincide with the installation of the work. No long-term on-site storage is provided.
 - a. Subcontractor will coordinate and plan material/product delivery to coincide with the schedule and workflow. Materials on hand will be limited to 3-5 days of work.
 - b. Materials shall be staged /bundled/organized off-site to the greatest extent possible to be delivered and staged into the current work areas. Appropriate "buffers" of material will be managed to ensure workflow is not interrupted.
 - c. Subcontractor will coordinate its work and obtain Contractor's Superintendent's prior approval of subcontractor's schedule for delivery, installation and/or placement of its materials, equipment, and crew shacks at the jobsite.
12. Furnish all hoisting, lifts, scaffolds, and equipment necessary to perform the scope of work under this Agreement. CDI will not provide a general-use crane or material/personnel hoist for this project.
13. All truck and equipment traffic will be restricted to the immediate construction area.
14. Keep the roadway clear of dirt and debris from Subcontractor's own activities. This includes washing of tires as needed and directed.
15. Subcontractor is responsible for daily cleanup. Daily cleanup is defined as leaving work area neat and orderly and broom swept at the end of each shift. Subcontractor shall remove from the jobsite and properly dispose of any hazardous materials generated by this Subcontractor's operations.
16. Temporary power will be available for small tools but will not support electric welders or heaters. All welding and heating shall be done using fuel-powered equipment provided by this Subcontractor. OSHA guidelines shall be followed by this Subcontractor while using fuel-powered equipment.
17. It is this subcontractor's requirement to call one-call for all utility locations within your scope of work (if applicable).
18. Subcontractor shall require their employees to attend CDI Contractors Jobsite Safety Orientation prior to working on site.
19. Perform, review, and document Job Hazard Analysis (JHA's) for all work and with all employees prior to the start of work. JHA must be submitted to CDI for review and approval prior to commencement of work.
20. Subcontractor must fill out and submit daily reports to CDI's superintendent. The reports must include company name, Supervisor's name, manpower, daily work hours, summary of the day's work, and any delays found (if any). Submit reports daily.
21. Subcontractors must review one toolbox safety talk each week with the crew onsite. Signed documentation is to be submitted weekly.
22. Subcontractor's supervisor must attend CDI's subcontractors meeting which occurs once a week. CDI's Superintendent will determine date and time.
23. Subcontractor's supervisor must attend a daily huddle before starting the daily shift.
24. Provide 100% fall protection for all work over four feet. This includes working on scissor lifts.
25. Subcontractor must attend a CDI pre-mobilization meeting prior to the start of any work.
26. Furnish, install, and maintain all safety measures necessary to comply with OSHA requirements, Owner requirements, and the requirements of the Construction Manager's safety program. This protection shall be maintained by the Subcontractor until the area is turned over to the construction manager for use by other trades.
27. Subcontractor is responsible for protection of their open trenches, holes, etc. to maintain a safe operation. At the end of each shift, hole or trench protection shall consist of either covers secured in place or fence panels protecting all sides of open trenches. In roadways and drives, open trenches shall be covered with road plates secured in place.
28. Compliance with all rules, regulations, and requirements of local, state, and federal authorities.
29. Phasing as required.

EXCLUSIONS

1. (ALL EXCLUSIONS WILL BE LISTED HERE)
2. (SUBCONTRACTOR SHALL LIST EXCLUSIONS NOT PREVIOUSLY INCLUDED BY GENERAL CONTRACTOR)

BASE BID

All prices quoted represent the entire cost of the project in accordance with the bidding documents, and bidder acknowledges that no subsequent claim will be recognized for any increase in wage scales, material prices, cost or any other rates affecting the construction industry and/or this project.

PRICING BREAKDOWN

1. (AS DEFINED BY GENERAL CONTRACTOR)

= \$

2. (BREAKDOWN 1).....

= \$

3. (BREAKDOWN 2).....

= \$

4. (BREAKDOWN 3).....

= \$

BASE BID (Including Applicable Taxes)

= \$

(Write Base Bid Amount in Words Above)

ALTERNATE PRICES

1. (AS DEFINED BY GENERAL CONTRACTOR PER SPECIFICATIONS)

\$
2. CDI ENTER ALTERNATE

\$
3. CDI ENTER ALTERNATE

\$

Voluntary Alternates in addition to those listed above are welcome and may be used in assessing the low qualified bidder. Detailed submittal information and compliance with Division 00 and 01 Alternates specifications must be issued along with the Bid Form for any alternates to be considered.

4. BIDDER DEFINED:

\$
5. BIDDER DEFINED:

\$

ADDENDA ACKNOWLEDGEMENT

The bidder acknowledges receipt and incorporation of the following addenda into this Proposal’s BASE BID. List addendum number(s) & date(s):

UNIT PRICES

Provide the following unit prices on the Bid Form. This subcontract will be a fixed lump sum subcontract agreement. For revisions to the scope of the project and/or revisions to the contract documents, the lump sum subcontract amount would be adjusted by change order at the unit prices issued below:

Description	Price / Unit	Price / Unit
	(Amount in Numbers)	(Amount in Words)
1. _____	\$ _____ / _____	_____
2. _____	\$ _____ / _____	_____
3. _____	\$ _____ / _____	_____
4. _____	\$ _____ / _____	_____
5. _____	\$ _____ / _____	_____
6. _____	\$ _____ / _____	_____
7. _____	\$ _____ / _____	_____
8. _____	\$ _____ / _____	_____
9. _____	\$ _____ / _____	_____
10. _____	\$ _____ / _____	_____

DISADVANTAGED BUSINESS DESIGNATION

Please check the applicable box:

MBE ☐ SDV ☐ DBE ☐ SBA ☐ WBE ☐

CONFIRM THE FOLLOWING:

Check boxes to confirm each.

- ☐ Bidder has filled out all items on this CDI Bid Proposal Form
- ☐ Bidder has reviewed and will meet requirements of the "Schedule of Work". *(Located in Section 03 of the Bidders Instructions Manual)*
- ☐ Bidder has reviewed and will meet requirements of "Site Logistics Plan" *(Located in Section 04 of the Bidders Instructions Manual)*
- ☐ Bidder has completed & submitted the "Subcontractor Prequalification Form" and all supporting documentation *(Located in Section 05 of the Bidders Instructions Manual)*
- ☐ Bidder has reviewed and will meet requirements of "Sample Subcontractor Agreement and Exhibits" *(Located in Section 06 of the Bidders Instructions Manual)*
- ☐ Bidder has attached a "Proposal Guarantee Bond". **(Not applicable)**
- ☐ Bidder has reviewed, will meet requirements, and has included cost in their base bid for "Payment and Performance Bond". **(Not Applicable)**

MATERIALS LEAD TIMES OVER 2 WEEKS

If any materials in this bidder's scope of work have lead times greater than 2 weeks, list the material and current lead time as of bid day. (Include shop drawing, delegated design, and fabrication lead times / durations if applicable)

1. _____
2. _____
3. _____
4. _____
5. _____

ADMINISTRATION OF CONTRACTS

The undersigned, in submitting this document, agrees that if he is the successful Bidder, he or she will enter into a contract with CDI Contractors, LLC according to the terms and conditions of the standard CDI Contractors, LLC. Subcontract Agreement. In addition, the undersigned agrees that this bid may not be withdrawn for a period of sixty (90) days after the bid issuance.

Respectfully submitted:

Firm

Bidder Contact Name & Title (printed)

Bidder Contact Signature

Mailing Address

Street Address

Telephone

Fax No.

Bidder Contact e-mail

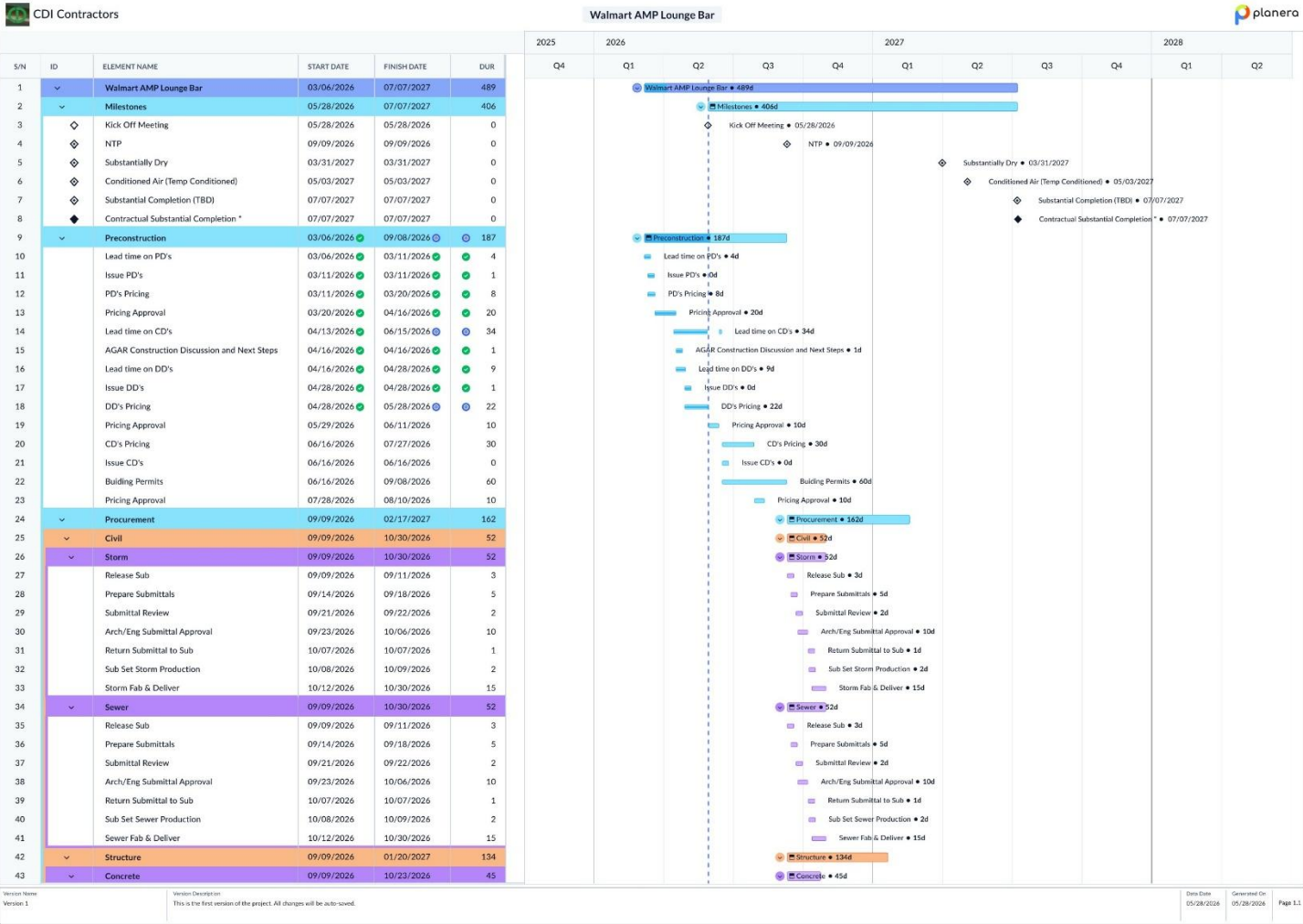
Texas Contractor's License No. _____

Federal I.D. No. or SS # _____ – _____

Date and Time of Bid _____

END OF SECTION 02 – BID PROPOSAL FORM TEMPLATE

SECTION 03: SCHEDULE OF WORK





Walmart AMP Lounge Bar



						2025		2026		2027		2028									
S/N	ID	ELEMENT NAME	START DATE	FINISH DATE	DUR	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2					
85	▼	Specialities	09/09/2026	01/06/2027	120					Specialities • 120d											
86		Release Sub	09/09/2026	09/11/2026	3					Release Sub • 3d											
87		Prepare Submittals	09/14/2026	10/02/2026	15					Prepare Submittals • 15d											
88		Submittal Review	10/05/2026	10/06/2026	2					Submittal Review • 2d											
89		Arch/Eng Submittal Approval	10/07/2026	10/20/2026	10					Arch/Eng Submittal Approval • 10d											
90		Return Submittal to Sub	10/21/2026	10/21/2026	1					Return Submittal to Sub • 1d											
91		Sub Specialities Production	10/22/2026	10/23/2026	2					Sub Specialities Production • 2d											
92		Specialities Fab & Deliver	10/26/2026	01/06/2027	50					Specialities Fab & Deliver • 50d											
93	▼	Building MEPF	09/09/2026	02/17/2027	162					Building MEPF • 162d											
94	▼	Mechanical	09/09/2026	01/20/2027	134					Mechanical • 134d											
95		Release Sub	09/09/2026	09/11/2026	3					Release Sub • 3d											
96		Prepare Submittals	09/14/2026	10/23/2026	30					Prepare Submittals • 30d											
97		Submittal Review	10/26/2026	10/27/2026	2					Submittal Review • 2d											
98		Arch/Eng Submittal Approval	10/28/2026	11/10/2026	10					Arch/Eng Submittal Approval • 10d											
99		Return Submittal to Sub	11/11/2026	11/11/2026	1					Return Submittal to Sub • 1d											
100		Sub Set Mechanical Equipment Production	11/12/2026	11/13/2026	2					Sub Set Mechanical Equipment Production • 2d											
101		Mechanical Equipment Fab & Deliver	11/16/2026	01/20/2027	45					Mechanical Equipment Fab & Deliver • 45d											
102	▼	Lighting	09/09/2026	02/17/2027	162					Lighting • 162d											
103		Release Sub	09/09/2026	09/11/2026	3					Release Sub • 3d											
104		Prepare Submittals	09/14/2026	10/02/2026	15					Prepare Submittals • 15d											
105		Submittal Review	10/05/2026	10/06/2026	2					Submittal Review • 2d											
106		Arch/Eng Submittal Approval	10/07/2026	10/20/2026	10					Arch/Eng Submittal Approval • 10d											
107		Return Submittal to Sub	10/21/2026	10/21/2026	1					Return Submittal to Sub • 1d											
108		Sub Set Lighting Production	10/22/2026	10/23/2026	2					Sub Set Lighting Production • 2d											
109		Lighting Fab & Deliver	10/26/2026	02/17/2027	80					Lighting Fab & Deliver • 80d											
110	▼	Fire Protection	09/09/2026	12/29/2026	112					Fire Protection • 112d											
111		Release Sub	09/09/2026	09/11/2026	3					Release Sub • 3d											
112		Prepare Submittals	09/14/2026	10/09/2026	20					Prepare Submittals • 20d											
113		Submittal Review	10/12/2026	10/13/2026	2					Submittal Review • 2d											
114		Arch/Eng Submittal Approval	10/14/2026	10/27/2026	10					Arch/Eng Submittal Approval • 10d											
115		Return Submittal to Sub	10/28/2026	10/28/2026	1					Return Submittal to Sub • 1d											
116		Sub Set Fire Protection Production	10/29/2026	10/30/2026	2					Sub Set Fire Protection Production • 2d											
117		Fire Protection Fab & Deliver	11/02/2026	12/29/2026	40					Fire Protection Fab & Deliver • 40d											
118	▼	Elevator	09/09/2026	01/20/2027	134					Elevator • 134d											
119		Release Sub	09/09/2026	09/11/2026	3					Release Sub • 3d											
120		Prepare Submittals	09/14/2026	10/09/2026	20					Prepare Submittals • 20d											
121		Submittal Review	10/12/2026	10/13/2026	2					Submittal Review • 2d											
122		Arch/Eng Submittal Approval	10/14/2026	10/27/2026	10					Arch/Eng Submittal Approval • 10d											
123		Return Submittal to Sub	10/28/2026	10/28/2026	1					Return Submittal to Sub • 1d											
124		Sub Elevator Production	10/29/2026	10/30/2026	2					Sub Elevator Production • 2d											
125		Elevator Fab & Deliver	11/02/2026	01/20/2027	55					Elevator Fab & Deliver • 55d											
126	▼	Construction	09/09/2026	07/07/2027	302					Construction • 302d											
127	▼	Sitework	09/09/2026	03/22/2027	195					Sitework • 195d											
Version Name						Version Description										Data Date		Generated On		Page 3.1	
Version 1						This is the first version of the project. All changes will be auto-saved.										05/28/2026		05/28/2026			



Walmart AMP Lounge Bar



						2025				2026				2027				2028			
S/N	ID	ELEMENT NAME	START DATE	FINISH DATE	DUR	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	
127	▼	Sitework	09/09/2026	03/22/2027	195																
128		Early Sitework	09/09/2026	09/21/2026	13																
129		One Call and Locates, Mobilization	09/09/2026	09/11/2026	3																
130		Sitework / Demo Concrete	09/12/2026	09/21/2026	10																
131	▼	Late Sitework	02/11/2027	03/22/2027	40																
132		Site Finishes	02/11/2027	03/22/2027	40																
133	▼	Building Construction	09/22/2026	07/07/2027	289																
134		Building Pad Ready	09/22/2026	09/26/2026	5																
135		Site Finishes	02/19/2027	03/18/2027	20																
136		MEPF Start up	04/19/2027	04/23/2027	5																
137		Building Conditioning	04/26/2027	04/30/2027	5																
138		Punch	06/10/2027	07/07/2027	20																
139		Commissioning	06/10/2027	06/16/2027	5																
140	▼	Structure	10/24/2026	02/19/2027	119																
141	▼	Foundations	10/24/2026	11/19/2026	27																
142		Footings	10/24/2026	11/02/2026	10																
143		Elevator Concrete	11/03/2026	11/09/2026	5																
144		Underground MEPF	11/03/2026	11/16/2026	10																
145		Slab on Grade	11/17/2026	11/19/2026	3																
146	▼	Steel Erection	01/21/2027	02/19/2027	30																
147		Erect Steel Framing	01/21/2027	01/30/2027	10																
148		2nd Level Detailing of Steel	01/31/2027	02/02/2027	3																
149		2nd Level Decking of Steel	02/03/2027	02/07/2027	5																
150		Roof Level Detailing of Steel	02/16/2027	02/18/2027	3																
151		Roof Level Decking of Steel	02/19/2027	02/19/2027	1																
152	▶	Slab on Deck	02/08/2027	02/15/2027	8																
157	▼	Envelope	02/20/2027	04/10/2027	50																
158		CMU Walls	02/20/2027	03/11/2027	20																
159		Waterproofing	03/12/2027	03/21/2027	10																
160		MEPF Penetrations	03/12/2027	03/31/2027	20																
161		Curtain Wall and Storefront	03/22/2027	03/31/2027	10																
162		Roofing	04/01/2027	04/10/2027	10																
163	▼	Rough In	02/11/2027	04/16/2027	65																
164	▼	MEPF Rooms	04/12/2027	04/16/2027	5																
165		Install AHUs	04/12/2027	04/16/2027	5																
166	▼	Level 1	02/11/2027	03/22/2027	40																
167		Overhead MEPF	02/11/2027	02/24/2027	10																
168		Framing	02/25/2027	03/03/2027	5																
169		Install MEPF Equipment	02/25/2027	03/10/2027	10																
170		In wall MEPF	03/04/2027	03/17/2027	10																
171		Overhead Inspection	03/11/2027	03/15/2027	3																
172		In wall inspections	03/18/2027	03/22/2027	3																
173	▼	Level 2	02/22/2027	03/31/2027	38																

Version Name
Version 1

Version Description
This is the first version of the project. All changes will be auto-saved.

Data Date
05/28/2026

Generated On
05/28/2026

Page 43



Walmart AMP Lounge Bar

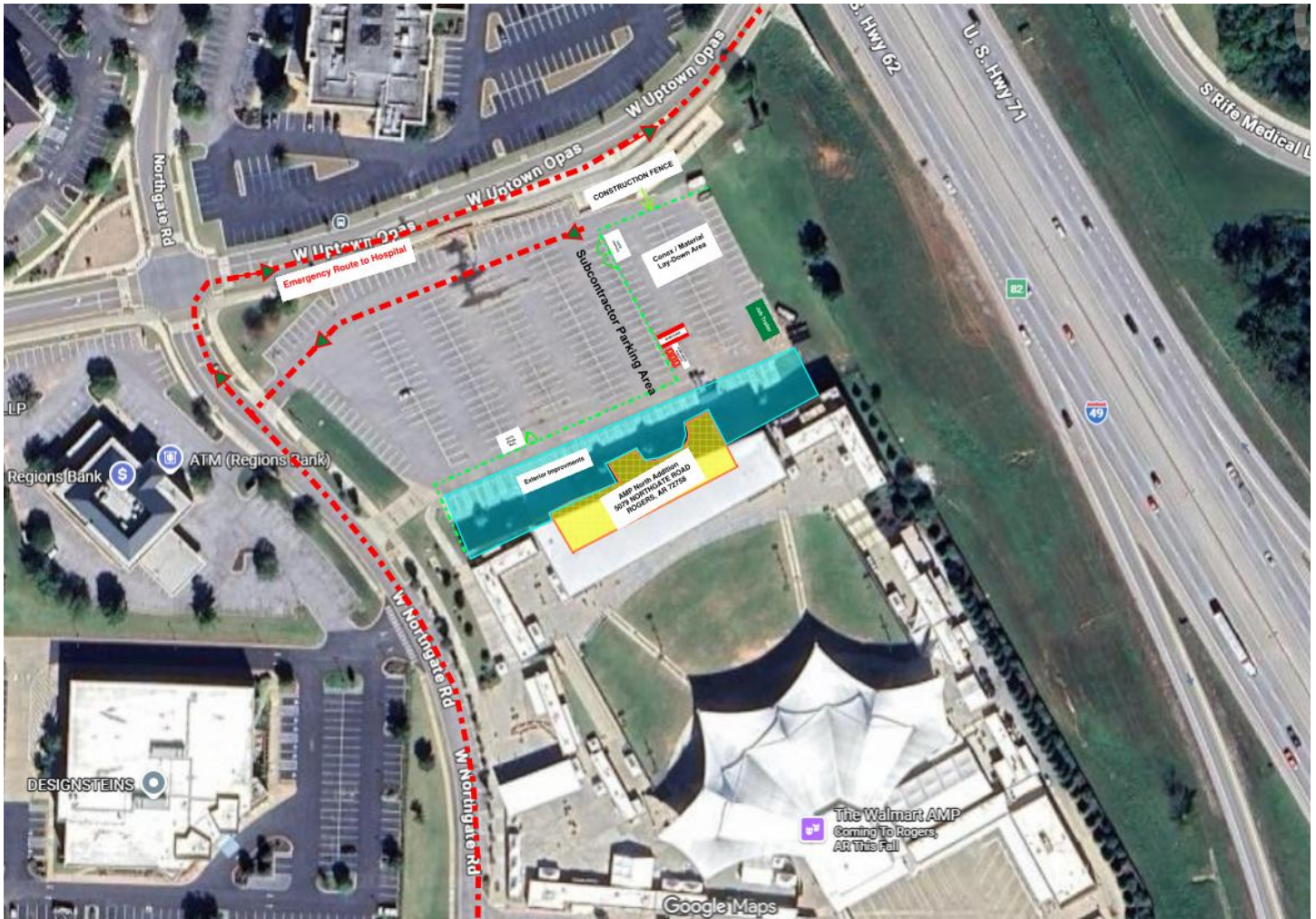


						2025	2026			2027				2028	
S/N	ID	ELEMENT NAME	START DATE	FINISH DATE	DUR		Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
43	▼	Concrete	09/09/2026	10/23/2026	45						Concrete • 45d				
44		Release Sub	09/09/2026	09/11/2026	3						Release Sub • 3d				
45		Prepare Submittals	09/14/2026	09/18/2026	5						Prepare Submittals • 5d				
46		Submittal Review	09/21/2026	09/22/2026	2						Submittal Review • 2d				
47		Arch/Eng Submittal Approval	09/23/2026	10/06/2026	10						Arch/Eng Submittal Approval • 10d				
48		Return Submittal to Sub	10/07/2026	10/07/2026	1						Return Submittal to Sub • 1d				
49		Sub Set Rebar Production	10/08/2026	10/09/2026	2						Sub Set Rebar Production • 2d				
50		Rebar Fab & Deliver	10/12/2026	10/23/2026	10						Rebar Fab & Deliver • 10d				
51	▼	Steel	09/09/2026	01/20/2027	134						Steel • 134d				
52		Release Sub	09/09/2026	09/11/2026	3						Release Sub • 3d				
53		Prepare Submittals	09/14/2026	10/23/2026	30						Prepare Submittals • 30d				
54		Submittal Review	10/26/2026	10/27/2026	2						Submittal Review • 2d				
55		Arch/Eng Submittal Approval	10/28/2026	11/10/2026	10						Arch/Eng Submittal Approval • 10d				
56		Return Submittal to Sub	11/11/2026	11/11/2026	1						Return Submittal to Sub • 1d				
57		Sub Set Steel Production	11/12/2026	11/13/2026	2						Sub Set Steel Production • 2d				
58		Steel Fab & Deliver	11/16/2026	01/20/2027	45						Steel Fab & Deliver • 45d				
59	▼	Envelope	09/09/2026	01/27/2027	141						Envelope • 141d				
60	▼	Roofing	09/09/2026	01/27/2027	141						Roofing • 141d				
61		Release Sub	09/09/2026	09/11/2026	3						Release Sub • 3d				
62		Prepare Submittals	09/14/2026	10/09/2026	20						Prepare Submittals • 20d				
63		Submittal Review	10/12/2026	10/13/2026	2						Submittal Review • 2d				
64		Arch/Eng Submittal Approval	10/14/2026	10/27/2026	10						Arch/Eng Submittal Approval • 10d				
65		Return Submittal to Sub	10/28/2026	10/28/2026	1						Return Submittal to Sub • 1d				
66		Sub Set Metal Roofing Production	10/29/2026	10/30/2026	2						Sub Set Metal Roofing Production • 2d				
67		Metal Roofing Fab & Deliver	11/02/2026	01/27/2027	60						Metal Roofing Fab & Deliver • 60d				
68	▼	Glass and Glazing	09/09/2026	12/14/2026	97						Glass and Glazing • 97d				
69		Release Sub	09/09/2026	09/11/2026	3						Release Sub • 3d				
70		Prepare Submittals	09/14/2026	10/09/2026	20						Prepare Submittals • 20d				
71		Submittal Review	10/12/2026	10/13/2026	2						Submittal Review • 2d				
72		Arch/Eng Submittal Approval	10/14/2026	10/27/2026	10						Arch/Eng Submittal Approval • 10d				
73		Return Submittal to Sub	10/28/2026	10/28/2026	1						Return Submittal to Sub • 1d				
74		Sub Glass and Glazing Production	10/29/2026	10/30/2026	2						Sub Glass and Glazing Production • 2d				
75		Glass and Glazing Fab & Deliver	11/02/2026	12/14/2026	30						Glass and Glazing Fab & Deliver • 30d				
76	▼	Finishes	09/09/2026	02/01/2027	146						Finishes • 146d				
77	▼	Doors and Hardware	09/09/2026	02/01/2027	146						Doors and Hardware • 146d				
78		Release Sub	09/09/2026	09/11/2026	3						Release Sub • 3d				
79		Prepare Submittals	09/14/2026	10/09/2026	20						Prepare Submittals • 20d				
80		Submittal Review	10/12/2026	10/13/2026	2						Submittal Review • 2d				
81		Arch/Eng Submittal Approval	10/14/2026	10/27/2026	10						Arch/Eng Submittal Approval • 10d				
82		Return Submittal to Sub	10/28/2026	10/28/2026	1						Return Submittal to Sub • 1d				
83		Sub Doors and Hardware Production	10/29/2026	01/11/2027	50						Sub Doors and Hardware Production • 50d				
84		Doors and Hardware Fab & Deliver	01/12/2027	02/01/2027	15						Doors and Hardware Fab & Deliver • 15d				
85	▼	Specialties	09/09/2026	01/06/2027	120						Specialties • 120d				
Version Name						Version Description									
Version 1						This is the first version of the project. All changes will be auto saved.									
						Data Date									
						Generated On									
						Page 3.1									

END OF SECTION 03 – SCHEDULE OF WORK

SECTION 04: SITE LOGISTICS PLAN

THE SITE LOGISTICS PLAN BELOW IS PRELIMINARY AND MIGHT BE SUBJECT TO CHANGES PRIOR TO AND DURING CONSTRUCTION.



END OF SECTION 04 – SITE LOGISTICS PLAN

SECTION 05: SUBCONTRACTOR PREQUALIFICATION FORM



CDI CONTRACTORS

Subcontractor Prequalification Application

General Information

Company Name:				Federal Tax ID No.:		
Main Contact Name:				Title:		
Street Address:			City	State	Zip	
Telephone:			Fax:			
Email Address:			Website:			

BUSINESS STRUCTURE:

☐ Corporation / State:
☐ LLC
 ☐ Partnership
 ☐ Sole Proprioter
 ☐ Joint Venture
 ☐ Other:

Years in Business:

WHAT CERTIFICATIONS DOES YOUR COMPANY HAVE?

☐ MBE	Issuing Agency:		Certification Number:	
☐ WBE	Issuing Agency:		Certification Number:	
☐ DBE	Issuing Agency:		Certification Number:	
☐ SBE	Issuing Agency:		Certification Number:	
☐ Other	Issuing Agency:		Certification Number:	

Alternate Business Names (if any):

Name:				☐ Yes	☐ No
Street Address:			City	State	Zip

Experience & Capabilities

LIST KEY PROJECT MANAGERS/SUPERINTENDENTS AND YEARS OF EXPERIENCE:

Project Manager / Superintendent		Years of Experience
Project Manager / Superintendent		Years of Experience
Project Manager / Superintendent		Years of Experience

► **SUBMIT:** Do you have a formal QA/QC program? (If yes, submit a brief description or sample)

☐ Yes

☐ No

What project management software do you use? (e.g., Procore, Buildertrend, PlanGrid)

Do you have experience with BIM or VDC? (If yes, please describe)

☐ Yes

☐ No

Work typically self-performed:

Work typically subcontracted:

Dollar range interested in bidding:

Low: \$

High: \$

Geographic areas of interest:

UNION AFFILIATIONS:

☐ Union

☐ Open Shop

☐ Both

Labor organizations signed with:

CONTRACTOR LICENSES HELD & NUMBERS:

State

License #

State

License #

State

License #

Suspended, Denied, or Revoked Licenses? (If yes, please describe)

☐ Yes

☐ No

Disbarred from public work? (If yes, please describe)

☐ Yes

☐ No

Total number of employees:

Number of those who are management & admin:

Financial Information

► **SUBMIT:** Accounts payable and accounts receivable aging summaries

☐ Submitted

Financial Contact Name:

Phone:

LIST TWO CREDIT REFERENCES: (Suppliers or vendors with contact info)

Credit Reference

Phone

Email

Credit Reference

Phone

Email

► **SUBMIT:** Most recent audited income statement and balance sheet

☐ Submitted

BANK REFERENCE:

Bank Name / Officer

Phone

Email

Line of Credit Amount: \$

Unused: \$

Expiration:

Consolidated Group Member?

☐ Yes

☐ No

Contact Name:

Phone:

Company Name:

Years in Business:

Street Address:

City

State

Zip

Legal/Financial Disclosures

Bankruptcy petitioned by firm or affiliated entity? (If yes, explain)

☐ Yes

☐ No

Failed to complete or terminated from a project in last 5 years? (If yes, explain)

☐ Yes

☐ No

Outstanding judgments, claims, suits, or arbitrations? (If yes, explain)

☐ Yes

☐ No

Involved in lawsuits or contract-related arbitration in past 3 years? (If yes, explain)

☐ Yes

☐ No

Project Experience (Attach additional sheets if necessary)

What is your current backlog (committed but incomplete work) in dollars?

CURRENT PROJECTS:

PROJECT/LOCATION	CONTRACT AMOUNT	START DATE
OWNER/GC	BONDED	% COMPLETE
	☐ Yes ☐ No	

PROJECT/LOCATION	CONTRACT AMOUNT	START DATE
OWNER/GC	BONDED	% COMPLETE
	☐ Yes ☐ No	

PROJECT/LOCATION	CONTRACT AMOUNT	START DATE
OWNER/GC	BONDED	% COMPLETE
	☐ Yes ☐ No	

PROJECT/LOCATION	CONTRACT AMOUNT	START DATE
OWNER/GC	BONDED	% COMPLETE
	☐ Yes ☐ No	

PROJECT/LOCATION	CONTRACT AMOUNT	START DATE
OWNER/GC	BONDED	% COMPLETE
	☐ Yes ☐ No	

MAJOR PROJECTS: (LAST 5 YEARS)

PROJECT/LOCATION	CONTRACT AMOUNT	START DATE
OWNER/GC	BONDED	% COMPLETE
	☐ Yes ☐ No	

PROJECT/LOCATION	CONTRACT AMOUNT	START DATE
OWNER/GC	BONDED	% COMPLETE
	☐ Yes ☐ No	

PROJECT/LOCATION	CONTRACT AMOUNT	START DATE
OWNER/GC	BONDED	% COMPLETE
	☐ Yes ☐ No	

PROJECT/LOCATION	CONTRACT AMOUNT	START DATE
OWNER/GC	BONDED	% COMPLETE
	☐ Yes ☐ No	

PROJECT/LOCATION	CONTRACT AMOUNT	START DATE
OWNER/GC	BONDED	% COMPLETE
	☐ Yes ☐ No	

References Please provide 3 references:

☐ Owner		
☐ Contractor	Company Name	Contact
☐ Supplier	Phone	Email

☐ Owner		
☐ Contractor	Company Name	Contact
☐ Supplier	Phone	Email

☐ Owner		
☐ Contractor	Company Name	Contact
☐ Supplier	Phone	Email

Bonding & Insurance

► **SUBMIT:** Current insurance certificates for General Liability, Workers Comp, and Auto Liability:

☐ Submitted

Bonding Agent: Phone: Email:
 Surety: Phone: Email:

Single Project Limit: \$

Aggregate Limit: \$

Current Capacity: \$

Bond Rate: Years with current surety:

Prior sureties (If <2 years with current):

Has surety ever completed work for firm? (If yes, explain): ☐ Yes ☐ No

► **SUBMIT:** Letter of Good Standing from Surety

☐ Submitted

Annual Revenue and % Bonded (Last 3 Years):			
Year		Revenue	
		% Bonded	
Year		Revenue	
		% Bonded	
Year		Revenue	
		% Bonded	

Safety & Health

Safety Contact Name: Phone: Email:

Does your company participate in E-Verify for employment eligibility verification? ☐ Yes ☐ No

Are you affiliated with any formal apprenticeship or workforce development programs? ☐ Yes ☐ No

Does your company have a written field based safety plan? ☐ Yes ☐ No

Does your company have a substance abuse policy? ☐ Yes ☐ No

Does your company conduct site safety meetings? ☐ Yes ☐ No

Does your company conduct site safety inspections? ☐ Yes ☐ No

Does your company prepare JHA and HazCom plans? ☐ Yes ☐ No

► **SUBMIT:** Most recent 3 years of OSHA 300 logs and Workers Comp EMR statements ☐ Submitted

	CURRENT YEAR	PREVIOUS YEAR	TWO YEARS PRIOR
Experience Modification Rate:			
OSHA Recordable Incidence Rate:			
Any Fatalities: <i>(If any, explain with citation details, agency & date)</i>			
OSHA Citations: <i>(If any, explain with citation details, agency & date)</i>			
Environmental Citations: <i>(If any, explain with citation details, agency & date)</i>			

Citation Details	Agency	Date
Citation Details	Agency	Date
Citation Details	Agency	Date

Acknowledgment

Have you reviewed and agreed to CDI's standard subcontract terms and conditions? ☐ Yes ☐ No

► **SUBMIT:** Have you submitted all requested supplemental documents?

☐ Formal description of your QA/QC program

☐ Accounts payable and accounts receivable aging summaries

☐ Most recent audited income statement and balance sheet

☐ Current insurance certificates for general liability, workers comp, and auto liability

☐ Letter of Good Standing from Surety

☐ Most recent 3 years of OSHA 300 logs and Workers Comp EMR statements

By executing below, I am acknowledging that CDI Contractors, and its partners, will be relying on the accuracy of the submitted information during the qualification process. I understand the questions above and have answered completely, truthfully and to the best of my knowledge.

Name (Printed): Title:
(Must be owner or officer of firm)

Signature:  Date:

END OF SECTION 05 – SUBCONTRACTOR PREQUALIFICATION FORM

SECTION 06: SAMPLE SUBCONTRACT AGREEMENT AND EXHIBITS

Page 1 of 11



CDI CONTRACTORS, LLC

June 22, 2026

Subcontractor's Name
Subcontractor's Address

Re: Subcontract No. 260080S001
Bentonville Ballroom
Bentonville, AR

We would like to extend a warm welcome and appreciation for your interest in working with CDI. Please find your original Subcontract Agreement & Exhibits. In order to ensure we start out on track, please submit as soon as possible:

- 1) Your Subcontract, including Attachment 1 Exhibits, electronically initialed on each designated page and signed where requested, via the DocuSign workflow process.
- 2) An Original Certificate of Insurance, electronically submitted to our insurance compliance platform, TrustLayer, directly from your insurance provider. Your submittal shall include the required Additional Insured Endorsement Form, naming CDI Contractors and the Owner, LIVE NATION WORLDWIDE, INC., as additional insureds. You will receive an email directly from TrustLayer with insurance submittal instructions that you can forward to your insurance agent.

If you are not authorized to sign contracts by your company, please forward the Agreement to an authorized representative within your company through DocuSign, by clicking the "Assign to Someone Else" option under the "Other Actions" drop-down menu.

Any revisions to the following documents have to be approved in writing by CDI Contractors, LLC and must be addressed by a Change Order or Amendment to the Subcontract. Upon receipt of all required documents, we will execute your Subcontract Agreement. You will receive a fully executed copy via E-Mail from DocuSign. Please note that we are unable to make payments to you until the Agreement is fully executed and we receive your insurance certificate indicating 100% compliance with the coverages required for this Project.

If you have any questions, please do not hesitate to reach out to your Project Manager.

Again, we thank you for your interest, welcome you, and look forward to working with you on this project.

Thank you,

CDI Contractors, LLC

Rev July 24, 2024

Subcontractor Initials: _____

SUBCONTRACT AGREEMENT NO. 260080S001

This Agreement is entered into this 22 day of June in the year 2026, by and between CDI CONTRACTORS, LLC, 3000 Cantrell Road, Little Rock, AR 72202, referred to in this Agreement as Contractor, and the

SUBCONTRACTOR:
ATTENTION:
PHONE NUMBER:
MAILING ADDRESS FOR NOTICES:
EMAIL ADDRESS FOR NOTICES:
SUBCONTRACT LIC NO:

referred to in this Agreement as Subcontractor for services in connection with this project

PROJECT NAME

PROJECT NUMBER

PROJECT ADDRESS

whose **OWNER** is

and whose **ARCHITECT/ENGINEER** is

Subcontract Scope of Work Summary: SAMPLE as described and defined in Attachment 1, Exhibit A.

Subcontract Amount: \$

1. Safety.

1.1 Subcontractor agrees that the prevention of injury to workmen and damage to property engaged upon or in the vicinity of the Subcontract Work is Subcontractor's responsibility. Subcontractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Subcontract Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Subcontract Work by Contractor.

1.2 When so ordered, Subcontractor shall stop any part of the Subcontract Work which Contractor deems unsafe until corrective measures satisfactory to Contractor have been taken. Subcontractor agrees that it shall not have nor make any claim for damages arising from such stoppages. Should Subcontractor fail to take appropriate corrective measures in a timely manner, Contractor may do so at the cost and expense of Subcontractor and may deduct the cost and expense thereof from any payments due or to become due to Subcontractor. Failure on the part of Contractor to stop unsafe practices shall in no way relieve Subcontractor of its responsibility, therefore.

1.3 Subcontractor will follow the provisions of all applicable statutes and ordinances which require persons or firms doing excavation to do so only after giving notice to utility companies and obtaining information on the location of utilities (such as "one-call" systems). Subcontractor shall take measures to positively identify, by sight, any underground utility marked by such "one-call" system prior to engaging in machine excavation at or proximate to marked underground utilities.

2. Subcontractor Representations.

2.1 Subcontractor represents and agrees that it has carefully examined and understands this Agreement and the other Subcontract Documents including all attached and referenced Exhibits, has investigated the nature, locality and site of the Subcontract Work 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 examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of Contractor, the Owner or any of their respective officers, agents or employees.

2.2 The execution and return of this Subcontract by Contractor once executed by Subcontractor shall constitute the legal and binding acceptance by Subcontractor of this Agreement. For purposes of this paragraph the mobilization of equipment, delivery of materials or the performance of actual labor on the Project site, whichever occurs first, shall constitute a "commencement" of Subcontract Work by Subcontractor.

3. Bonds.

3.1 Requirement for Bonds. Bonds for maintenance, guarantee of workmanship and material, and to insure prompt and faithful performance of Subcontractor's obligations, including payment for all financial obligations related to the performance of the Subcontract Work, and all warranties shall be furnished by Subcontractor as specified or required by Contractor.

Subcontractor shall furnish a 100% Performance and Payment Bond: No

3.2 Contents of Bonds. All performance bonds and payment bonds shall incorporate this Subcontract by reference and shall provide that the surety waives consent to all changes, modifications, and amendments to this Subcontract. Any such changes, modifications, or amendments which decrease the Subcontract amount shall not in any way alter the amount of the performance bond and payment bond. Any changes, amendments, or modifications which increase the Subcontract amount shall be supported by an increase in the amount of the performance bond and the payment bond to the extent necessary to equal 100 percent of the Subcontract amount as increased. Subcontractor must also furnish any applicable statutory bonds if required by the state in which the Project is located.

4. Subcontractor Duties.

4.1 Subcontract Work. Contractor retains Subcontractor as an independent contractor, to provide all labor, materials, equipment, and services necessary or incidental to complete the part of the work which Contractor has contracted with the Owner to provide on the Project as set forth in Exhibit A to this Agreement, consistent with the Project Schedule attached as Exhibit D and in strict accordance with and reasonably inferable from the Subcontract Documents. Subcontractor agrees to perform such part of the work (hereafter called "Subcontract Work") for the Project under the general direction of Contractor and subject to the final approval of Contractor, Architect/Engineer, or other specified representative of the Owner.

4.2 No delegation of Subcontractor Work. Subcontractor shall not enter into any subcontracts for any labor without first obtaining written permission from Contractor, which permission will not be unreasonably withheld.

4.3 Subcontract Documents. The Subcontract Documents include this Agreement, the Agreement between the Owner and Contractor ("Prime Contract"), including all addenda, modifications, revisions, plans, drawings, specifications, details, together with all general, technical, supplementary and special terms and conditions, instructions to bidders, if any, to the extent applicable, and all other documents listed in or referred to by the Prime Contract. Contractor and Subcontractor are mutually bound by the terms of this Subcontract. To the extent the terms of the Prime Contract apply to the work of Subcontractor, the Contractor assumes toward Subcontractor all the obligations, rights, duties, and redress that the Owner under the Prime Contract assumes toward Contractor. In the identical way, Subcontractor assumes toward Contractor all the same obligations, rights, duties, and redress that Contractor assumes toward the Owner and Architect/Engineer under the Prime Contract except that Subcontractor shall not have the right to terminate the Subcontract Agreement. This Agreement and the rest of the Subcontract Documents are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with a provision of the Subcontract Documents, the provision granting greater rights or remedies to Contractor or imposing the greater duty, standard or responsibility or obligation on Subcontractor shall govern.

4.4 Design Delegation. If the Subcontract Documents (1) specifically require Subcontractor to provide design services and (2) specify all design and performance criteria, Subcontractor shall provide the design services necessary to satisfactorily complete the Subcontract Work. Design services provided by Subcontractor shall be procured from licensed, design professionals (the "Designer") retained by Subcontractor as permitted by the law of the place where the Project is located. The Designer's signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by the Designer. Shop Drawings and other submittals related to the Subcontract Work designed or certified by the Designer, if prepared by others, shall bear Subcontractor's and the Designer's written approvals when submitted to Contractor. Contractor shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by the Designer.

4.4.1 If the Designer is an independent professional, the design services shall be procured pursuant to a separate agreement between Subcontractor and the Designer. The Subcontractor-Designer agreement shall not provide for any limitation of liability or exclusion from participation in the multiparty proceeding requirement of Paragraph 20.6. Subcontractor shall notify Contractor in writing if it intends to change the Designer(s) specified in Exhibit E. Subcontractor warrants the design furnished by the Designer will be in conformance with the information given and the design concept expressed in the Subcontract Documents. Subcontractor shall not be responsible for the adequacy of the performance or design criteria required by the Subcontract Documents furnished by the Owner, Architect/Engineer or Contractor.

4.4.2 Subcontractor shall not be required to provide design services in violation of any applicable law.

4.5 Submittals. Subcontractor shall prepare all submittals applicable to the Subcontract Work as required by the Contract Documents. The approval of any Subcontractor's submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents, unless such deviation, substitution, or change is incorporated into this Subcontract Agreement by Change Order.

4.6 Errors or Omissions in the Contract Documents. Any design errors or omissions discovered by Subcontractor shall be reported promptly to CDI in writing and in no event after the time required in the Contract Documents.

4.7 Daily Work Schedule. Subcontractor shall commence the Work under this Subcontract Agreement as directed by CDI. Routing of all materials to the Project site is subject to designation and control of Contractor. It shall be the responsibility of Subcontractor to coordinate with the CDI Job Superintendent for scheduling mobilization and delivery of materials to the Project site. Subcontractor shall cooperate in scheduling, as described in section 5 herein, and performing the Work so as to avoid conflicts or interference between Subcontractor's Work and the work of others.

4.8 Weekly Meetings: Subcontractor shall have a representative in attendance at regularly scheduled jobsite meetings. Subcontractor shall attend at least 3 such meetings prior to Subcontractor's mobilization to the Project Site and continue thereafter until the Work is completed. Subcontractor's representative at the weekly jobsite meetings shall have the authority to make performance commitments on behalf of Subcontractor. Failure of Subcontractor to attend these meetings will not relieve Subcontractor of the responsibility to perform the Work or otherwise comply with instructions given out during the meeting.

4.9 Daily Reports: Subcontractor shall submit to the CDI Project Superintendent each day by 10 AM a daily diary for the day preceding, which must be legible and include at least the following information: (a) a description of work performed; (b) manpower quantities present; (c) anticipated manpower for future work; (d) any problems or issues with the work; (e) safety issues encountered or anticipated to be encountered on the job; (f) any assistance Subcontractor may require to overcome such problems, issues or otherwise; (g) equipment used and anticipated to be used; and (h) potential problems with personnel, site conditions, equipment or of any other type which may impact Subcontractors performance of the work.

4.10 Permits, Licenses, Etc. Subcontractor shall, without additional charge to Contractor, obtain and pay for all necessary permits and licenses pertaining to the Work and shall comply with all federal, state, and municipal laws, ordinances, rules, and regulations, whether provided for by the Subcontract Documents or not, without additional charge or expense to Contractor. Subcontractor shall be responsible for any and all corrections of any violations thereof to the Work included in this Subcontract. Subcontractor shall indemnify and hold harmless Contractor and Owner, and their agents, servants and employees, from and against any and all loss, expense, damage, or injury caused or occasioned directly or indirectly by its failure to comply with the provisions of the said laws, ordinances, rules, regulations and requirements, and furnish to Contractor upon demand an affidavit showing such compliance on its part.

4.11 Protection of the Project. Subcontractor shall provide sufficient, safe, and proper facilities at all times for the inspection by Owner, Architect or Contractor of the Work at the Project site, at shops, or at any other place where materials required hereunder are in course of preparation, manufacture, treatment, or storage. Subcontractor shall confine operations at the Project site to areas permitted by Contractor and shall not unreasonably encumber the project site with materials or equipment. Subcontractor is responsible for any damage caused to adjacent property or access roads by Subcontractor, its subcontractors, or suppliers during the course of the Subcontract Work.

4.12 Clean Up. Subcontractor is responsible for its own "clean-up" and keeping the Subcontract Work areas "broom clean". If Contractor determines the Subcontract Work area to be unsatisfactorily cleaned, Contractor will so advise Subcontractor in writing. If Subcontractor fails to commence cleaning procedures within twenty-four (24) hours and clean said area to Contractor's satisfaction, Contractor may without further notice execute and complete such cleanup activities as Contractor deems necessary and charge the cost to Subcontractor or deduct such cost from payments due to Subcontractor. Subcontractor is responsible to clean the mud and gravel off its vehicles (including vehicles operated by its subcontractors and suppliers) prior to leaving the site. Any mud or gravel that is tracked

onto the surrounding roads shall be removed immediately by Subcontractor. Contractor has the right to clean up surrounding roads immediately upon Subcontractor's failure to do so, the cost of which shall be deducted from Subcontractor's subsequent payment(s).

4.13 Protection of Subcontract Work. Subcontractor is responsible for protection of its material, equipment, and installation until the final acceptance by the Owner and the Architect.

4.14 Supervision. All of the Subcontract Work is the sole and absolute responsibility of Subcontractor; shall be initiated, managed, performed and completed by qualified, competent, skilled and reputable supervisors, administrators, mechanics and laborers, all of which are satisfactory to Contractor; shall be in full compliance with the Subcontract Documents including this Subcontract; and shall meet the approval and acceptance of Contractor and the Owner or its authorized representative.

4.15 MEANS, METHODS AND TECHNIQUES. Subcontractor shall have the exclusive obligation for the means, methods, and techniques for performing the Work. Contractor does not retain any contractual control or right of control over the means and methods that Subcontractor uses to perform the Subcontract Work. Further, Contractor will not exercise actual control at the Project over the means and methods by which Subcontractor performs its work. Any directions regarding sequencing, coordination with other trades, safety meetings or reports, or assignment of locations for performance of the Subcontract Work (or other conduct) by Contractor shall not be considered the exercise of control over Subcontractor's Work.

5. Schedule

Time is of the essence. Subcontractor shall commence the Subcontract Work under this Subcontract when notified by Contractor and shall complete the Subcontract Work in a diligent manner in accordance with the Subcontract Documents and the Schedule of Work as set forth in Exhibit D so that progress or completion of the Project will not be delayed and in such a manner that Contractor, any other subcontractors, and any separate contractors of the Owner shall not be delayed or impeded in their work. Subcontractor shall participate and cooperate in the development of schedules and other efforts to achieve timely completion of the Subcontract Work by providing information on the timing and sequence of operations so as to meet Contractor's overall schedule requirements. Subcontractor shall continuously monitor the Project Schedule including any revisions thereto, and other work on the Project so as to execute the Subcontract Work in accordance with the requirements of the Project Schedule. Subcontractor agrees to be responsible for, carry out, and perform all time guarantees upon work or materials referred to in the Subcontract Documents relating to any labor performed or material furnished under this Subcontract. For any schedule revisions to Exhibit D provided to Subcontractor and which Subcontractor believes impacts its time for completion, Subcontractor shall provide timely written notice to Contractor as set forth herein or waive any potential claim for such an extension of time to complete its scope of work.

5.1 Behind Schedule. Should the Work fall behind schedule, Subcontractor shall work overtime, weekends, bring in additional personnel, or provide any other measures necessary to comply with the Project Schedule without additional expense to Contractor.

6. Payment

6.1 Subcontract Amount and Progress Payments. In consideration of the faithful and timely performance by Subcontractor of all the covenants and conditions of this Subcontract Agreement, Subcontractor may request advance interim payments to be paid as the work progresses ("Progress Payments") and Contractor agrees to pay Subcontractor, subject to other provisions hereof, including authorized additions and deletions, the Subcontract Amount of Zero DOLLARS /100 (\$). Progress Payments are to be held in trust by Subcontractor for the payment of labor, materials and equipment for the Work under this Subcontract during the course of performance of the Contract and for no others and shall be used by Subcontractor for the Work and for no other purpose whatsoever. Progress Payments are not installment payments, and notwithstanding the payment by Contractor of a progress payment or payments, Subcontractor's entitlement to each such payment remains contingent upon final completion of the Work and final payment under the Subcontract Agreement as provided in paragraph 6.11 herein. Contractor shall make Progress Payments, upon request, on the proportionate amount of materials delivered and accepted and work properly performed by Subcontractor, and to the extent allowed by law such payments to be the amount of each such request, less retainage of 10 percent, to be made within seven (7) days after the like amount of each request is received from Owner by Contractor and in proportion to the amount of such request. The receipt by Contractor of payment from Owner is an express condition precedent to payment to Subcontractor by Contractor, with it being the express intent of the parties for this provision to be a "paid if paid and when paid" provision, and no such payment shall be due or owing by Contractor unless and until it first receives payment for such work claimed by Subcontractor from Owner. The remaining 10 percent of such request ("Retainage") shall be paid after completion of the entire Work and final payment under the Subcontract Agreement as provided in paragraph 6.11 herein. Payment of any request for a progress payment shall not be considered a waiver by Contractor, imply final acceptance of the Work or any part of the Work, nor be considered a non-contingent installment payment, and Subcontractor agrees not to rely upon any conduct or representation to the contrary by any officer or employee of Contractor.

6.2 Along with any request for payment, and as another condition of payment, Subcontractor shall furnish Contractor with a tabulated breakdown of the portion of the Subcontract Work included in the payment request, listing items of the work in sufficient detail as determined by Contractor to easily facilitate payment requests to be checked by Contractor as the work progresses.

6.3 Each payment request or invoice must be received by Contractor by the **20th** day of the month to be processed with Contractor's payment application that month. Invoices and payment requests received that are inaccurate or without substantiation, or after said day of the month will be held until corrected and substantiated, and then processed with the following month's payment application.

6.4 Subcontractor shall submit its request for partial payment conforming to the standard Contractor billing form, with schedule of values attached thereto, representing a true and accurate estimate of the Subcontract Work completed, and materials stored during the immediately preceding month, or such other immediately preceding period as directed by Contractor. In addition, if allowed by the Subcontract Documents, all vendor invoices and proof of insurance shall be included for all stored materials in an off-site storage area applicable to the payment request.

6.5 Subcontractor shall, additionally with each payment request, submit accounting documents as requested by Contractor to document the value of work in place and a Partial Release of Lien from all lower tier subcontractors and major material suppliers for which payment has previously been made to Subcontractor by Contractor.

6.5.1 Waivers of Lien. Subcontractor shall submit a complete list of suppliers and/or subcontractors who will be providing material and/or labor for the operation of this Subcontract and shall submit with each payment request a complete list of all third-party obligations, amount owed each supplier and/or subcontractor, and waivers of lien from each supplier and/or subcontractor. The monthly partial and final lien release form to be used is included with these documents. Subcontractor agrees to provide other such lien releases, sworn statements, etc. as may be requested by the Owner or the Owner's Lender.

6.6 Subcontractor's submission of daily reports in accordance with 4.9 herein shall be a condition precedent to any payment.

6.7 If Contractor, in its sole discretion, deems it necessary, Subcontractor agrees to receive each of its progress payments and final payment in the form of multiple checks issued jointly between Subcontractor's lower tier subcontractors and major material suppliers and Subcontractor. Lower tier subcontractors that are to receive part or all their progress payments as joint checks shall additionally submit with their Payment Requests all invoices from each lower tier subcontractor and major supplier and the net payments to be issued to each.

6.8 No partial payment, or certificate, therefore, shall constitute acceptance or approval by Contractor of the Subcontract Work or material for which the partial payment is made. No partial payment shall constitute a waiver by Contractor of any right to require fulfillment of all the terms of this Subcontract. Neither the final payment nor any partial payment, nor any certificate for either, shall constitute acceptance by Contractor of defective work or improper materials or of any element of Subcontractor's performance determined to be at variance with this Subcontract.

6.9 Set Offs. Contractor shall have the right to set off any amounts Subcontractor owes to Contractor under this Subcontract or by law against the remaining balance under this Subcontract, or against any amounts due Subcontractor under any other agreements with Contractor.

6.10 Direct Pay - Joint Checks. Contractor reserves the right to pay directly or issue joint checks to Subcontractor and its suppliers, subcontractors, etc., if in the sole discretion of Contractor it is necessary to ensure payment to those parties or if those parties have issued a notice of nonpayment, a lien, or an intent to lien.

6.11 Final Payment. Final payment by Contractor to Subcontractor shall not become due and payable to Subcontractor until the following express conditions precedent have been met: (1) The completion of the Subcontract Work required by this Subcontract and acceptance of the Subcontract Work by Contractor, the Owner and the Architect; (2) execution and delivery by Subcontractor, in a form satisfactory to Contractor, of a general release running to and in favor of Contractor and the Owner; and (3) complete and full satisfaction of all claims, demands, disputes and obligations of Subcontractor arising out of or related to this Subcontract, including those between Contractor and Subcontractor and between Subcontractor and any third party; (4) delivery to Contractor of all close out documents related to the Subcontract Work and required under the Subcontract Documents. Should there be any such claim, lien or unsatisfied obligation, whether before or after final payment is made, Subcontractor shall deliver payment to Contractor of an amount equal to whatever cost Contractor and/or the Owner must pay to discharge or defend against any such claim, obligation, lien or action brought, or any judgment thereon and all costs, including legal fees and expenses and a 15% Administrative Fee, incurred in connection therewith.

7. Hazardous Materials

Subcontractor shall at all times comply with all rules and regulations of any municipality, state or federal environmental protection, and toxic waste and hazardous substances laws, ordinances, and regulations, and how they relate to the Subcontract Work, and shall be equally responsible for actions and inactions of subcontractors, sub subcontractors, and any other agents or independent contractors of Subcontractor. Subcontractor shall be deemed to and shall have included in the Subcontract Amount the containment, removal, disposal or neutralization of all toxic wastes and hazardous substances created, generated, or transported to or from the Project site in conjunction with the Subcontract Work. Subcontractor will be responsible for identifying toxic wastes and hazardous substances generated, released, caused by, or resulting from the Subcontract Work and notifying Contractor of its presence in writing as soon as it is identified. The terms "toxic wastes" and "hazardous substances" shall have the same meaning as defined under federal environmental laws and regulations. At all times Subcontractor shall defend, indemnify, and hold harmless Contractor from any and all expenses, costs, damages, suits, fines, assessments, penalties and/or causes of action, including attorney's fees through all investigations, negotiations, hearings or appeals, relating to or arising out of Subcontractor's failure to strictly comply with the terms of this paragraph.

8. Compliance with Laws

8.1 Subcontractor agrees to be bound by, and at its own costs comply with, all federal, state, and local laws, ordinances, and regulations (the "Laws") applicable to the Subcontract Work, including but not limited to safety, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, sexual and racial harassment, and all other Laws with which Contractor must comply.

8.2 Where prescribed by Law pursuant to direct Federal contracts or federally-financed or aided contracts, or otherwise required by Law, Subcontractor agrees the following clauses found in the Subcontract Documents or in the Code of Federal Regulations (CFR) are incorporated in this Subcontract and binding on Subcontractor as if written herein word for word: the clauses entitled "Equal Opportunity Clause" (41 CFR Sections 60-1.4 & 60-4.3); "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans of the Vietnam Era" (41 CFR Section 60-250.4); "Affirmative Action Obligations of Contractors and Subcontractors for Handicapped Workers" (41 CFR Section 60-741.1); "Contract Work Hours and Safety Standards Act-Overtime Compensation"; "Apprentices and Trainees"; "Payrolls and Basic Records"; "Compliance with Copeland Act Requirements"; "Withholding"; "Subcontracts"; "Contract Termination-Department"; "Disputes Concerning Labor Standards"; "Compliance with Davis-Bacon and Related Act Requirements"; and "Certification of Eligibility" and such other clauses as the Federal Government has required by law or contract. Subcontractor agrees to include all such clauses in any non-exempt, lower-tier subcontracts.

8.3 Immigration Compliance. Subcontractor represents and warrants to Contractor that Subcontractor is in compliance with, and shall remain in compliance with, the provisions of the Immigration Reform and Control Act of 1986 (The "Act") and all other Federal, State, and/or local immigration statutes/ordinances, as applicable, including, but not limited to the provisions of the Act prohibiting hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status. Subcontractor agrees to indemnify Contractor and to hold Contractor harmless from all liability, including liability for interest and penalties, Contractor incurs which results from or is attributable to Subcontractor's failure to comply with any provisions of the Act, and or applicable Federal, State, and/or local immigration statute/ordinance, including reimbursing Contractor any monies expended by Contractor in participating in or responding to any investigation/suit/civil or criminal immigration matter involving Subcontractor. As it relates to immigration compliance, Subcontractor shall be responsible for completing any and all required documentation in accordance with requirements put forth by the Owner, Contractor, or applicable law.

8.4 Subcontractor shall be liable to Contractor and the Owner for all loss, cost and expense attributable to any acts of commission or omission by Subcontractor, its Sub-Subcontractors at any tier, and its and their respective employees and agents resulting from the failure to comply with Laws, including, but not limited to, any fines, penalties, restitution, judgments, and other damages resulting from such acts of commission or omission.

9. Insurance

9.1 Subcontractor agrees to procure, pay for, and maintain in full force and effect during the course of the performance of the Subcontract all insurance required by Contractor and the laws of the state in which the Subcontract Work covered by this Subcontract is being performed, and in such form and amounts as described in Exhibit C which is attached hereto and incorporated into this Subcontract. Subcontractor shall not commence the Subcontract Work nor receive any payment hereunder until Certificate of such insurance is furnished to and acknowledged by Contractor. Subcontractor further agrees to comply with the insurance requirements listed in Exhibit C, use an insurance company satisfactory to Contractor, and furnish a certificate of insurance in duplicate immediately, as well as the policy declaration page and endorsement naming Contractor and Owner as additional insureds including completed operations, covered as fully as the primary insured under Subcontractor's general liability, and excess liability policy. It is understood and agreed that Subcontractor's insurance policy, on which Contractor and Owner are named as an additional insured, will provide primary coverage to Contractor and Owner, notwithstanding the existence of other insurance.

9.2 Contractor shall have no duty to Subcontractor or to any of its insurers or their insurance agents to review any certificates or copies of insurance furnished to Contractor or to determine whether the terms of each certificate or policy of insurance comply with the insurance-related provisions of the Subcontract. A failure of Contractor to detect that Subcontractor has not submitted certificates, or proper certificates, or is otherwise not in compliance with the insurance-related provisions of the Subcontract shall not be construed as a waiver or other impairment of any of Contractor's rights under such insurance-related provisions.

9.3 If the Subcontractor fails to procure and maintain such insurance, in addition to the option of declaring the Subcontractor in default for breach of a material provision of this Subcontract, the Contractor shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides the Contractor with equivalent protection, and the Subcontractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Contractor, the cost of said insurance purchased by the Contractor shall be charged against and deducted from any monies then due or to become due to the Subcontractor or the Contractor shall notify the Subcontractor of the cost thereof and the Subcontractor shall promptly pay such cost.

9.4 The Subcontractor shall identify by certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact the Subcontractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then the Subcontractor shall obtain appropriate endorsements acceptable to the Contractor as a condition of this Subcontract.

9.5 Subcontractor shall at its own expense provide insurance coverage for materials stored off the site after written approval of Contractor at the value established in the approval, and for portions of the Subcontract Work in transit until such materials are permanently incorporated into the Project. The risk of loss for material and equipment provided by this Subcontract, whether in a deliverable state or otherwise, shall remain with Subcontractor. Any damages to the material and equipment or loss of any kind occasioned in transit shall be borne by Subcontractor, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs.

10. Indemnity

10.1 General Indemnity. To the fullest extent allowed by law, Subcontractor agrees to defend, indemnify, and hold harmless Contractor to the same extent Contractor is obligated to defend, indemnify, and hold harmless the Owner. In the absence of such Owner-required defense and indemnification, Subcontractor shall defend, indemnify and hold harmless Contractor, Contractor's other subcontractors, the Architect/Engineer, the Owner and their agents, consultants, members and employees (the Indemnitees) from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, costs and expenses for bodily injury and property damage that may arise from the performance of the Subcontract Work to the extent of the negligent acts or omissions by, or the fault of, Subcontractor, Subcontractor's sub-subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts or omissions any of them may be liable. Subcontractor agrees to purchase and maintain contractual liability insurance covering its obligations in this article. These obligations shall not be interpreted to reduce or negate any other rights or obligations of indemnity otherwise existing with regard as to any party or person described in this Article.

10.2 Patents. Subcontractor hereby agrees to defend, indemnify and hold harmless Contractor and the Owner from and against any and all liability, loss or damage and to reimburse Contractor and the Owner for any costs, including legal fees and expenses, which Contractor and the Owner may incur because of claims or litigation on account of infringement or alleged infringement of any letters patent or patent rights by reason of the Subcontract Work, or materials, equipment or other items used by Subcontractor in its performance.

10.3 No Limitations. In furtherance to, but not in limitation of the indemnity provisions in this Subcontract, Subcontractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Subcontract shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

11. Termination for Convenience

11.1 It is understood that the basic assumption underlying the mutual obligations and responsibilities entered into by the parties, is the continued performance with respect to the Prime Contract that exists between Contractor and the Owner. If, for any reason, the Prime Contract is breached, rescinded, or terminated, Contractor shall have the right to immediately terminate this Subcontract. In no event shall Contractor be obligated to Subcontractor for any anticipatory profits, or any damages incurred by Subcontractor as a result of the termination of this Subcontract, unless approved and paid by the Owner. Subcontractor agrees that Contractor's decision or determination regarding the pro rata share of any monies received from the Owner as damages or compensation for said breach, rescission or termination of the Agreement shall be final and conclusive and that Subcontractor shall have no claim or cause of action against Contractor for any reason or greater amount.

11.2 Contractor shall have the right at any time by written notice to Subcontractor, to terminate this Subcontract without cause and require Subcontractor to cease work. In the event of such a termination for convenience, Subcontractor shall be entitled to payment pursuant to the terms of the Subcontract for the portion of the Subcontract Work actually completed as of the date of termination, together with reasonable costs of demobilization and such other reasonable costs as may be encountered by Subcontractor and directly attributable to such termination provided that such amount may be reduced by all amounts for which Subcontractor is liable or responsible. However, Subcontractor shall only be entitled to profit on that portion of the work actually completed and approved for payment to the date of termination, together with retainages withheld from prior payments. Subcontractor waives any claim for loss of anticipated profits or other damages in the event Contractor exercises this clause.

12. Failure of Performance

12.1 Non-Conforming Subcontract Work. Subcontractor shall provide sufficient, safe, and proper facilities that are, at all times, ready for inspection by the Architect, the Owner, or Contractor. Including but not limited to area of the Subcontract Work in the field, at shops or at any other location where materials required hereunder are in course of preparation, manufacture, treatment, or storage. Subcontractor shall, within forty-eight (48) hours after receiving written notice from Contractor to that effect, proceed to remove from the site any materials condemned by the Architect, the Owner, or Contractor, whether worked or unworked, and to take down all portions of the Subcontract Work which the Architect, the Owner or Contractor has condemned in writing, as unsound or improper, or as in any way failing to conform to the drawings, specifications and addenda and shall take full financial responsibility for all damage caused by such removal. In the event that all or any portion of the Subcontract Work as condemned should be of such a nature, or the time available should be so limited, that in the judgment of the Architect, the Owner or Contractor it would not be expedient to order the same replaced or corrected, Contractor, at its option, may deduct from the payments due or to become due to Subcontractor such amount or amounts as in the opinion of the Architect or the Owner shall represent the difference between the fair and reasonable value of the Subcontract Work so condemned and its value had it been executed in conformity with the Subcontract Documents.

12.2 Notice to Cure. If Subcontractor is unable, refuses or fails to supply enough properly-skilled workers, proper materials, correct non-conforming Subcontract Work, or maintain the Schedule of Work, or fails to make prompt payment to its workers, subcontractors or suppliers, or disregards laws, ordinances,

rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Agreement, Subcontractor shall be deemed in default of this Agreement. If Subcontractor fails within three (3) business days after written notification to commence and continue satisfactory correction of the 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:

12.2.1 to supply workers, materials, equipment, and facilities as Contractor deems necessary for the completion of the Subcontract Work or any part which Subcontractor has failed to complete or perform after written notification, and charge the cost, including reasonable overhead, profit, attorneys' fees, costs, and expenses to Subcontractor.

12.2.2 to contract with one or more additional contractors to perform such part of the Subcontract Work as Contractor determines will provide the most expeditious completion of the Subcontract Work and charge the cost to Subcontractor.

12.2.3 withhold any payments due or to become due Subcontractor pending corrective action in amounts sufficient to cover losses and compel performance to the extent required by and to the satisfaction of Contractor.

12.2.4 terminate Subcontractor for default by delivering written notice of such termination to Subcontractor.

12.2.5 to charge to Subcontractor an Administrative Fee of 15% of all costs incurred by Contractor in exercising any of the above remedies.

In the event of an emergency affecting the safety of persons or property, Contractor may proceed as above without notice, but Contractor shall give Subcontractor notice promptly after the fact as a precondition of cost recovery.

12.3 Termination for Default. If Subcontractor has been terminated for default, Contractor may take possession of the plant and Subcontract Work, materials, tools, appliances and equipment of Subcontractor at the Project site, and through itself or others provide labor, equipment and materials to prosecute Subcontract Work on such terms and conditions as shall be deemed by Contractor as necessary, and shall deduct the cost, including without restriction all claims, charges, expenses, losses, costs, damages, and attorneys' fees, incurred as a result of Subcontractor's failure to perform, from any money then due or thereafter to become due to Subcontractor under this Agreement.

12.3.1 If Contractor so terminates the employment of Subcontractor, Subcontractor shall not be entitled to any further payments under this Agreement and no sum shall be deemed due or to become due to Subcontractor until Subcontract Work has been completed and accepted by the Owner, all Subcontract requirements have been fulfilled, and payment has been received by Contractor from the Owner. In the event the unpaid subcontract earnings exceed Contractor's cost of completion and any and all incidental costs, including administrative, legal, and other professional fees, the difference shall be paid to Subcontractor, but if such expenses exceed the subcontract earnings, Subcontractor agrees to pay the difference to Contractor promptly.

12.3.2 If it is determined or agreed that Contractor wrongfully exercised any option under this Article, Contractor shall be liable to Subcontractor solely for the reasonable value of Subcontract Work performed by Subcontractor prior to such action, including reasonable overhead and profit on the Subcontract Work performed; less prior payments made. Under no circumstances shall Subcontractor be entitled to recovery of claimed lost future profits.

13. Delays

13.1 Should the progress of the Subcontract Work be delayed, obstructed or interfered with through any fault, action or failure to act by Subcontractor or any of its officers, agents, employees, subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to Contractor or the Owner, including legal fees or expenses incurred in defending claims arising from such delay or seeking reimbursement and indemnity from Subcontractor and its surety hereunder, Subcontractor and its surety agree to compensate and indemnify Contractor and the Owner against all such costs, expenses, damages and liabilities, including any assessment of liquidated damages against Contractor.

13.2 In addition, Subcontractor, at Contractor's direction and at Subcontractor's own cost and expense, shall work such overtime as may be necessary to make up for all time lost in the completion of the Subcontract Work and in the completion of the Project due to such delay. If Subcontractor fails to make up for the time lost by reason of such delay, Contractor has the right to use other subcontractors or suppliers and to take whatever other action Contractor deems necessary to avoid delay in the completion of the Subcontract Work and the Project, the cost of which shall be borne by Subcontractor. In the event Subcontractor delays timely performance of the Subcontract Work or to the completion of the Project, either by its acts or omissions, and such delays result in Contractor being charged by the Owner with actual or liquidated damages, then Subcontractor shall reimburse Contractor the full amount of all such damages and charges resulting from the delays caused by Subcontractor. Contractor may offset any such damages against the remaining balance due to Subcontractor on the Subcontract Amount, if any.

13.3 If the commencement and/or progress of the Subcontract Work is delayed without the fault or responsibility of Subcontractor, upon timely written notice from Subcontractor, the time for the Subcontract Work shall be extended by Subcontract Change Order, but only to the extent obtained by Contractor from the Owner pursuant to the Prime Contract, and the Schedule of Work shall be revised accordingly.

14. Changes

14.1 Subcontract Changes. Contractor and Subcontractor agree Contractor may make changes to the Subcontract Work, including but not limited to additions, deletions, or revisions. Any changes made to the Subcontract Work involved, or any other parts of this Agreement, shall be by a written Change Order. To the extent that any such change impacts Subcontractor's cost of or time for performance, the Subcontract Amount and Subcontract Schedule shall be equitably adjusted to compensate for such impact. Changes shall be initiated by one of the three methods outlined below, or as provided in the Prime Contract and shall be incorporated into the Subcontract by a Change Order.

14.1.1. Request for Change Proposal. A Request for Change Proposal (RFCP) is a written request that informs Subcontractor about a potential change in the Subcontract Work and requests a proposal for the potential change. Subcontractor shall promptly reply with such request. Subcontractor shall not implement the change or incur any costs until a Change Order is fully executed.

14.1.2. Construction Change Directive. A Construction Change Directive (CCD) is a written directive that instructs Subcontractor to take some immediate action in connection with the Subcontract Work. CCDs are issued when there is not time to issue a RFCP or Change Order. Subcontractor shall immediately proceed so as not to delay the progress of the Work and in accordance with the terms of the CCD. Any impact of a CCD on the Contract Price or Schedule shall be adjusted by a Change Order. Subcontractor is required to provide full and complete accounting and all back-up monthly, or more frequently, if directed to do so by Contractor for any work performed under a CCD.

14.1.3. Change Order Requests. Within seven (7) calendar days after the occurrence of any event or observance of any condition that Subcontractor believes entitles Subcontractor to an adjustment in Subcontract Amount and/or Subcontract Schedule, Subcontractor shall prepare and submit a Change Order Request (COR) to Contractor. The COR shall include a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the proposed change to the Subcontract Amount and/or Subcontract Schedule. Since Contractor has a similar time deadline in its prime contract, Subcontractor agrees and understands that failure to timely provide such a COR shall result in a waiver of any claim for monies or a time extension.

14.2 Change Orders. A Change Order (CO) is a written instrument prepared by Contractor and signed by Subcontractor stating their agreement with the change in the Subcontract Work and any adjustment to the Subcontract Amount and/or Subcontract Schedule. All changes and/or additions in the Subcontract

Work ordered in writing by Contractor shall be deemed a part of the Subcontract Work and shall be performed and furnished in strict accordance with all terms and conditions of this Agreement and the Subcontract Documents, including the current Schedule of Work.

Change Orders will be used to implement approved Requests for Change Proposals, Construction Change Directives and Change Order Requests. Upon receipt of a properly documented COR or CCD, the parties shall negotiate in good faith to determine if Subcontractor is entitled to a Change Order and, if so, the appropriate equitable adjustment. Any adjustment to the Subcontract Amount shall be established by one of the following methods:

- a. mutual acceptance of an itemized lump sum, or
- b. unit prices as indicated in the Subcontract Documents or as subsequently agreed to by the parties; or
- c. costs determined in a manner acceptable to the parties and a mutually acceptable fixed or percentage fee; or
- d. another method provided in the Subcontract Documents.

If the Parties are unable to agree on the dispositions of a COR or CCD, Contractor will either (i) issue a Notice denying Subcontractor's request or (ii) issue a unilateral Change Order setting forth Contractor's final determination regarding the adjustments. Any cost and schedule adjustments shall be a full accord and satisfaction for all cumulative impacts of the underlying change.

14.3 Subcontractor shall not be entitled to receive additional compensation for extra work or materials or changes of any kind except to the extent the same was directed in writing by Contractor. Subcontractor shall be responsible for any costs incurred by Contractor for changes of any kind made by Subcontractor that increase the cost of the Work for either Contractor or other subcontractors when Subcontractor proceeds with such changes without a Change Order or Construction Change Directive.

14.4 Determination by Owner or Architect/Engineer. Notwithstanding any other provision, if the Subcontract Work for which Subcontractor claims additional compensation is determined by the Owner or Architect/Engineer not to entitle Contractor to a Change Order, additional compensation or a time extension, Contractor shall not be liable to Subcontractor for any additional compensation or time extension for such Subcontract Work, unless Contractor agrees in writing to pay such additional compensation or to grant such extension.

15. Claims

15.1 A Claim is a written demand by Subcontractor seeking an adjustment in the Subcontract Amount and/or Subcontract Schedule or some other relief under the terms of the Subcontract for events other than a RFCP that has been denied in writing. Subcontractor shall provide Notice to Contractor of any potential Claim within seven (7) calendar days after the event giving rise to the Claim. Within fifteen (15) calendar days thereafter, Subcontractor shall submit a detailed factual narrative, a detailed analysis showing entitlement and a detailed analysis of the alleged change to the Subcontract Amount and/or Subcontract Schedule. Claims not timely made, in writing, by Subcontractor shall be deemed to have been abandoned and waived. The acceptance and consideration of any claim out of time by Contractor shall not create any precedent nor "course of dealing" between Contractor and Subcontractor, nor shall it waive Contractor's right to insist on strict adherence by Subcontractor to the contract claims procedures. If Contractor denies Subcontractor's Claim, Subcontractor may pursue the matter under Article 21 Dispute Resolution.

15.2 Subcontractor shall not delay or suspend the Subcontract Work because of the pendency of or the denial by Contractor of any such claim or because of the continuance of the condition out of which the claim arose but shall proceed diligently in performing the Subcontract Work while the claim is being resolved by agreement or being fully adjudicated.

15.3 In the event Subcontractor asserts that it should receive additional compensation because of an act or omission on the Owner's part, or someone for whom the Owner is responsible, ("Pass Through Claim"), Subcontractor shall promptly submit the claim to Contractor in writing at least seven (7) working days before the date Contractor is required to submit such claims under the Prime Contract. If timely submitted with all documentation required by the Prime Contract, Contractor will, on behalf of Subcontractor, submit the same to the Owner for its consideration. Failure of Subcontractor to submit such claims in a timely and proper manner shall result in a waiver of such claim and Contractor is not required to submit it to the Owner, and Subcontractor shall be bound to the same consequence which Contractor would suffer under the Prime Contract.

15.4 Subcontractor shall fully cooperate with Contractor in the submission of such Pass-Through Claims, shall prepare all supporting data and do everything else necessary to properly present the claims, including payment of legal fees incurred by Contractor to prepare, submit, and negotiate or otherwise resolve such claim. Should the Owner allow and pay additional compensation to Contractor on account of such Pass-Through Claim asserted by Subcontractor, Contractor will pay the same to Subcontractor, less Contractor's overhead, costs, expenses, and legal fees.

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

15.6 If at any time a controversy should arise between Contractor and Subcontractor with respect to any matter in this Subcontract which Contractor determines is not a claim, dispute or controversy which should involve or be asserted against the Owner, the decision of Contractor regarding the controversy shall be followed by Subcontractor. If Subcontractor disagrees, it may proceed in accordance with Section 20.

16. Taxes

The Subcontract Amount includes all applicable sales, excise, transportation, unemployment compensation, social security, and any other taxes presently existing or subsequently imposed and levied and Subcontractor agrees to pay all of the above and to conform to all applicable municipal, state, and federal laws in connection with such taxes. Subcontractor further agrees to withhold taxes from the wages and salaries of all employees of Subcontractor and pay the same in accordance with the federal and state laws and regulations pertaining thereto. The Subcontract Amount includes federal, state, and municipal taxes now levied or in force or hereafter imposed on any and all tangible personal property sold or transferred to Contractor under this Subcontract and Subcontractor agrees to pay such tax or taxes on such property, the cost of which is included in the Subcontract Amount.

17. Liens

17.1 Subcontractor shall promptly pay when due all its project creditors, together with the project creditors of all those below it in the contractual chain.

17.2 If the Project involves private work, Subcontractor shall keep the property and improvements free and clear of all mechanic, materialmen and similar lien claims or statements. In the event any such lien is filed, asserted, or claimed, Subcontractor shall immediately secure its release either by paying the lien claimant, by filing a lien release bond, or by any other means permitted by law. If not so released, the Contractor may retain an amount equal to 150% of the lien or claim and may pay the claimant and offset that amount, plus any legal fees from the amount so retained. If the Project involves public work, the Subcontractor shall promptly pay and secure releases from all its project creditors, including all those below it in the contractual chain, who are entitled to assert claims against the Contractor or its surety.

17.3 If any claim or lien is made or filed with or against the Contractor, the Owner, the Project, the Premises or the Project funds by any person claiming that Subcontractor or any subcontractor or other person under subcontract to Subcontractor, or any person or entity employed or engaged by Subcontractor at any tier, has failed to make payment for any labor, services, materials, equipment, taxes or other obligations furnished or incurred in connection with the Subcontract Work, or if Subcontractor or any subcontractor or other person under subcontract to Subcontractor, or any person or entity employed or engaged by Subcontractor at any tier causes damage to the Subcontract Work or any other work on the project, or if Subcontractor fails to perform or is otherwise in default of any term or provision of this Subcontract, Contractor shall have the right to retain from any payment then due or thereafter due an amount which Contractor deems sufficient to (1) satisfy, discharge and/or defend against any such claim or lien, (2) make good any such nonpayment, failure, damage or default, and (3) defend, indemnify and hold harmless Contractor and the Owner against any and all losses, damages and costs, including legal fees and expenses, incurred by either or both of them, (4) and reimburse Contractor for its reasonable expenses incurred in resolving the matter including legal fees. Contractor shall require proof that any such nonpayment, claim or lien, is fully satisfied, dismissed and discharged before any remaining retained funds will be released. Contractor shall, in addition, have the right to apply and charge against Subcontractor so much of the amount retained as may be required for the foregoing purposes and Subcontractor shall pay and reimburse Contractor and the Owner all such losses, damages, and costs incurred by them which exceed the retained funds.

18. Assignment

18.1 Assignment to Owner. If required by the Contract Documents, Subcontractor agrees that the Work and this Subcontract may be assigned by CDI to Owner according to the terms of the Contract Documents.

18.2 Assignment to Owner's Lender. If required by agreement between Contractor and Owner's lender (if any), Subcontractor agrees that the Work and this Subcontract may be assigned by CDI to Owner's lender according to the terms of the Contract Documents.

18.3 Assignment By Subcontractor. Except for Contractor's right of assignment pursuant to 18.1 and 18.2, to the fullest extent permitted by law, Subcontractor agrees that it shall not otherwise assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Subcontract including, but not limited to, any right to receive payments hereunder, without the prior written consent of Contractor in its sole discretion and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event Subcontractor assigns, sells, encumbers or otherwise transfers its right to any funds due or to become due under this Subcontract as security for any loan, financing or other indebtedness ("Assignment"), notification to Contractor of such Assignment must be sent by certified mail, return receipt requested, to Contractor and the Assignment shall not be effective as against Contractor until Contractor provides its written consent to such Assignment. Subcontractor agrees that any such Assignment shall not relieve Subcontractor of any of its agreements, duties, responsibilities or obligations under this Subcontract and the Subcontract Documents and shall not create a contractual relationship or a third-party beneficiary relationship of any kind between Contractor and such assignee or transferee. In the event of such assignment, Contractor shall not be obligated to make any further progress payments. Subject to other applicable Subcontract provisions, Contractor shall only be obligated to make Final Payment upon Subcontractor fulfilling every requirement for Final Payment.

19. Guarantee/Warranty

For a period, equal to that imposed upon Contractor under the Prime Contract, but in no event less than one year from the date of the Owner's final acceptance of the Subcontract Work, Subcontractor guarantees and warrants that the Subcontract Work complies with the Subcontract Documents requirements and is free from defects in material and workmanship. Subcontractor shall remain liable for defects in the Subcontract Work for the same period Contractor remains liable to the Owner under the Prime Contract, or as required by law, whichever is greater. This guarantee/warranty shall include, but is not limited to, the cost of all labor, material, and related items necessary to correct any such defect, plus the cost of repairing any damage to other items which may have been caused by the defective material or workmanship. If Subcontractor fails to begin warranty work within forty-eight (48) hours of being notified that such work is necessary, Contractor may, at its option, perform the necessary remedial work or secure its performance by others and charge Subcontractor with the cost thereof, plus a 15% Administrative Fee. Nothing in this paragraph shall shorten the statute of limitations on any action by Contractor for breach of contract, negligence, or other cause of action against Subcontractor.

20. Dispute Resolution

20.1 Scope of Disputes Provisions. All Claims, disputes, or other matters in question between the parties to this Subcontract which arise out of or relate to this Agreement (or the breach thereof), whether in contract or tort, (hereinafter "Dispute") shall be subject to the dispute resolutions set forth below.

20.2 Initial Dispute Resolution/Mediation. A Dispute which either party desires to pursue shall be set forth in a detailed written statement of claim submitted to the other party providing the specific basis upon which monetary or other relief is claimed to be due, the specific contractual provision(s) supporting the claim and an itemization of the amount claimed to be due. Following submission of the detailed statement of claim, Contractor and Subcontractor shall endeavor to settle the Dispute first through face-to-face direct discussions between corporate officers of Contractor and Subcontractor which discussions shall be held at Contractor's office location involved with the Project within thirty (30) calendar days of a request by either party. If the Dispute cannot be resolved through direct discussions, the parties shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent and before recourse to any other form of binding dispute resolution. The location of the mediation shall be the same city as the location of the Project unless the parties agree on another location. Upon written notice requesting mediation provided to the other party and the American Arbitration Association, the parties agree to proceed with the mediation as scheduled by the mediator. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be personally delivered to the other party and the mediator.

20.3 Binding Dispute Resolution. In the event Contractor and Subcontractor cannot resolve the Dispute through direct discussions or mediation as contemplated above, then the Dispute shall, at the sole discretion of Contractor, be decided either by submission to (a) arbitration administered by the American Arbitration Association or other arbitration tribunal mutually agreed upon by the parties; or (b) litigation subject to the exclusive jurisdiction and venue of the location of the Project.

20.4 Arbitration Election

20.4.1 In the event Contractor exercises its exclusive right to resolve the Dispute in arbitration, such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or the applicable rules of such other arbitration tribunal as the parties may mutually determine in effect at the time the arbitration is commenced as modified by the terms hereof. Any arbitration hereunder shall be held at the location of Contractor's home office.

20.4.2 Should Contractor exercise its exclusive right to resolve the Dispute by arbitration, then within fourteen (14) days after Contractor gives Subcontractor notice of Contractor's election of arbitration, the parties shall use good faith efforts to select a single arbitrator mutually acceptable to both parties. If the parties are unable to select an arbitrator, then the parties will select the arbitrator(s) from a panel of experienced construction arbitrators on the American Arbitration Association's large complex case panel or a comparable panel of experienced construction arbitrators maintained by such other arbitration tribunal mutually

selected by the parties then in effect. In the event the amount in Dispute exceeds \$1,000,000.00, Contractor and Subcontractor agree the arbitration shall be heard by a panel of three (3) arbitrators; otherwise, the Dispute shall be heard by a single arbitrator.

20.4.3 The location of any arbitration shall be Contractor's home office.

20.4.4 The parties will enter into an Electronically Stored Information Agreement outlining the scope and volume for ESI discovery, which shall consider the amount and complexity of the Dispute.

20.4.5 The arbitration award shall be final and binding upon the parties, shall include attorneys' fees and costs to the prevailing party or parties, and may be entered as a judgment in any court having proper jurisdiction. In any arbitration the Arbitrator(s) shall have no power to render an award which has the effect of altering or amending or changing in any way any provisions of this Subcontract.

20.4.6 The parties stipulate and agree that the performance of this Subcontract is a transaction involving interstate commerce. Notwithstanding other provisions in the Subcontract, or choice of law provisions to the contrary, this agreement to arbitrate shall be enforced pursuant to, and governed by, the Federal Arbitration Act, 9 U. S. C. §1 et seq., which shall not be superseded or supplemented by any other arbitration act, statute, or regulation.

20.4.7 At the sole discretion of Contractor, any arbitration with Subcontractor shall be consolidated with any other arbitration proceeding relating to the work under the General Contract.

20.5 Litigation Election. In the event Contractor elects not to exercise its exclusive right to resolve the Dispute by arbitration, or in the event the Dispute between Contractor and Subcontractor, or any portion thereof, is found to be non-arbitrable, then the parties hereby agree that the Dispute or a portion thereof (as the case may be) shall be subject to exclusive jurisdiction and venue at the location of the Project. In any such Dispute or portion thereof, which is resolved by litigation, Subcontractor expressly waives any right to trial by jury.

20.6 Multiparty Proceeding. To the extent permitted by Subcontract Documents, all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent Disputes between Contractor and Subcontractor involve in whole or in part disputes between Contractor and the Owner, Disputes between Subcontractor and Contractor shall be decided by the same tribunal and in the same forum as disputes between Contractor and the Owner.

20.7 Stay of Proceedings. (a) In the event the provisions for resolution of disputes between Contractor and the Owner contained in the Subcontract Documents do not permit consolidation or joinder with disputes of third parties, such as Subcontractor, resolution of any Dispute between Contractor and Subcontractor involving in whole or in part disputes between Contractor and Owner shall be stayed pending conclusion of any dispute resolution proceeding between Contractor and Owner. (b) In the event that any action is filed prior to exhaustion of remedies under the Subcontract; such action shall be stayed pending conclusion of any dispute resolution proceedings.

20.8 Work Continuation and Payment. Unless otherwise agreed in writing, Subcontractor shall continue the Subcontract Work and maintain the Schedule of Work during any dispute resolution proceedings. As Subcontractor continues to perform, Contractor shall continue to make payments in accordance with this Agreement.

20.9 Cost of Dispute Resolution; Attorneys' Fees. The cost of any mediation proceeding shall be shared equally by the parties participating.

20.9.1 The prevailing party in any Dispute arising out of or relating to this Agreement or its breach that is resolved by a dispute resolution procedure designated in the Subcontract Documents shall be entitled to recover from the other party those reasonable attorneys' fees, costs, and expenses (including expert fees and expenses) incurred by the prevailing party in connection with such dispute resolution process after direct discussions and mediation.

20.9.2 In the event Subcontractor is awarded an amount equal to or less than the last written offer of settlement from Contractor, prior to the commencement of binding dispute resolution, Contractor shall be deemed prevailing party and be entitled to recover those reasonable attorneys' fees, costs, and expenses (including expert fees and expenses) incurred by Contractor.

21. Miscellaneous

21.1 No one, other than the parties hereto, their successors, trustees, and assigns, shall be entitled to bring action on this Subcontract or the Performance Bond provided by Subcontractor, it being the express intent of the parties that this Subcontract shall not be for the benefit of any third party.

21.2 Any term or provision of this Subcontract which is held to be invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Subcontract or affecting the validity or enforceability of any of the terms or provisions of this Subcontract in any other jurisdiction.

21.3 This Subcontract, together with the documents referred to or incorporated herein by reference, constitute the complete agreement between the parties. No agent or employee of either party possesses the authority to make, and the parties shall not be bound by nor liable for, any statement, representation, promise or agreement not set forth herein. Any article, section, paragraph, or other headings contained in this Subcontract are for reference purposes and shall not affect in any way the meaning or interpretation of this Subcontract.

21.4 The terms and provisions shall extend to and be binding upon the successors, trustees and assigns of the parties hereto, and shall be governed and controlled, except as expressly provided herein or as required by the Subcontract Documents, by the laws of the State of the Project.

21.5 This subcontract has not been altered in any manner from its original form as sent to Subcontractor except for required signatures and dates, or as clearly marked and initialed by this Subcontractor. Any changes to this subcontract not initialed by Contractor will not be binding.

21.6 Contractor and Subcontractor affirm, acknowledge, and agree that communication is a critical and essential requirement for Subcontractor to properly and efficiently perform the work as described herein, and that without the ability to communicate properly, the work of Subcontractor, and potentially other subcontractors, will suffer significant inefficiency, compromise and delay. Accordingly, it is agreed by and between the parties that Subcontractor shall have a knowledgeable English-speaking full time superintendent onsite while work is being performed, and in attendance at all pre-construction, coordination, and weekly meetings. Should Subcontractor fail to comply with this provision then it is agreed that Subcontractor shall pay to Contractor the amount of \$1,000.00 per day for each day of non-compliance, which amount shall be deducted from the next monthly progress payment of Subcontractor. It is expressly understood and agreed that these payments shall be in addition to any liquidated or damages Subcontractor shall be responsible for under this Agreement.

21.7 Subcontractor acknowledges that prompt submission of evidence of compliant insurance coverages and executed bonds (if required) are requirements of this Agreement. If Subcontractor fails to submit evidence of required insurance coverages and/or executed bonds within 30 days of effective date of this Agreement, the Parties agree and it is their intent that Contractor shall not be obligated to make payment to Subcontractor until such evidence of insurance and executed bond (if required) are received and accepted by Contractor. In addition, Contractor may, at its sole discretion, terminate the Subcontract and Subcontractor shall waive its right to any payment and/or to make a claim against Contractor or Owner based on a theory of unjust enrichment.

22. Schedule of Exhibits to the Agreement

Attachment I including all Exhibits are attached to and are a part of this Agreement.

This Agreement is entered into as of the date entered in the first sentence of this Agreement.

CONTRACTOR:
CDI Contractors, LLC

SUBCONTRACTOR:

SIGNATURE

SIGNATURE

PRINT NAME

PRINT NAME

TITLE

TITLE

DATE

DATE

ATTACHMENT I
EXHIBITS TO THE SUBCONTRACT AGREEMENT

This Attachment I and all of its Exhibits are attached to and are a part of the Subcontract Agreement.

SCHEDULE OF EXHIBITS TO THE AGREEMENT

EXHIBIT A: SUBCONTRACTOR SCOPE OF WORK..... 2

EXHIBIT B: LIST OF DRAWINGS, SPECIFICATIONS & ADDENDA 5

EXHIBIT C: INSURANCE REQUIREMENTS 6

EXHIBIT D: SCHEDULE OF WORK..... 10

EXHIBIT E: DESIGN PROVISIONS..... 11

EXHIBIT F: ACCOUNTING PROCEDURES AND FORMS 13

EXHIBIT G: BIM EXECUTION PLAN..... 24

EXHIBIT H: LEAN CONSTRUCTION ADDENDUM 30

EXHIBIT I: SPECIAL PROVISIONS 33

EXHIBIT J: CERTIFICATION OF NON-SEGREGATED FACILITIES 34

EXHIBIT K: STATE SPECIFIC PROVISIONS 35

EXHIBIT A: SUBCONTRACTOR SCOPE OF WORK

In addition to the above, this Subcontract Agreement includes, but is not limited to, providing all labor, materials, tools, equipment, taxes and supervision to complete the following specific work:

GENERAL

1. All Division 00 and 01 specifications, the following specification sections, and all other related documents:
 - a) SPEC SECTION
 - b) SPEC SECTION
 - c) SPEC SECTION
2. Provide all field engineering, field layout, and verification of field dimensions required for this work. Coordinate layout with other trades.
3. Subcontractor is responsible for all testing, lab reports and material certifications required by the Contract Documents.
4. Subcontractor is responsible for all startup, demonstration, training, and documentation for work under this scope.
5. Subcontractor shall be responsible for all notes and details pertaining to their scope of work, regardless of what area of the plans the notes are included.
6. As-built drawings must be maintained onsite during construction and issued within two (2) weeks upon completion of the work.
7. If the Subcontractor wishes to substitute equipment or materials, which is believed to be equal to those specified, the Subcontractor shall make a request in writing to CDI for approval of such substitute equipment or materials. In proposing items for consideration, the Subcontractor assumes all risks, costs, coordination with other trades, costs associated with other trades if substitution impacts their scope of work, and responsibility for the item's final acceptance, compliance with the Contract Documents, integration into the Work, and performance.
8. Pre-installation meetings as specified or required.
9. Provide owner training, Operation & Maintenance manuals, and attic stock as specified or required.
10. Multiple mobilizations as required to adhere to project schedule.
11. Compute Request for Changes in work by the additions or deductions as follows:

For work performed by Subcontractors:

Net Cost of Materials	a
State Sales Tax	b
Net Placing Cost	c
W.C. Insurance Premium and FICA Tax	d
Overhead and Profit, 12% (max) x (a+b+c+d)	e

SCOPE OF WORK

1. CDI TO INSERT SCOPE OF WORK

SAFETY & LOGISTICS

1. This Subcontractor will provide sufficient manpower to meet the project schedule, including any overtime required to maintain the project schedule, at no additional charge unless the necessity for overtime is caused by others failing to maintain their project schedule through no fault of this Subcontractor or circumstances beyond control (such as "acts of God").
2. Use of personal vehicles on the project site is prohibited. Only vehicles that are (1) owned or leased by subcontractors, sub-subcontractors, or suppliers, (2) are necessary to the work, and (3) are identified as commercial vehicles will be allowed access into the construction area.
3. Parking will not be provided by CDI Contractors. It will be the responsibility of all subcontractors to provide parking and shuttles for their employees if necessary. Coordinate all parking with CDI's Site Superintendent.
4. Furnish, install, remove, relocate, and reinstall fencing or barricades as necessary to access Subcontractor's work areas.
5. Subcontractor is responsible for all damage(s) to existing asphalt and curb by this subcontractor and any third-party sub/suppliers.
6. Replace / repair any areas damaged during this Subcontractor's scope of work that are outside the construction limits established by CDI.
7. Restore to existing conditions all areas disturbed by this Subcontractor.
8. CDI will facilitate the installation of silt fencing by others. In the event damage by this subcontractor occurs to the silt fencing in place, CDI will install new at the expense of this subcontractor through back-charge.
9. Provide flagging and traffic control as required for these operations as needed.
10. Subcontractor is responsible for unloading their own materials and deliveries. All materials are to be delivered F.O.B. jobsite to each location as scheduled.
11. Loading, staging and stocking of materials shall be coordinated with the Construction Manager's Superintendent. Deliveries must be scheduled to coincide with the installation of the work. No long-term on-site storage is provided.
12. Subcontractor will coordinate and plan material/product delivery to coincide with the schedule and workflow. Materials on hand will be limited to 3-5 days of work.

13. Materials shall be staged /bundled/organized off-site to the greatest extent possible to be delivered and staged into the current work areas. Appropriate "buffers" of material will be managed to ensure workflow is not interrupted.
14. Subcontractor will coordinate its work and obtain Contractor's Superintendent's prior approval of subcontractor's schedule for delivery, installation and/or placement of its materials, equipment, and crew shacks at the jobsite.
15. Furnish all hoisting, lifts, scaffolds, and equipment necessary to perform the scope of work under this Agreement. CDI will not provide a general-use crane or material/personnel hoist for this project.
16. All truck and equipment traffic will be restricted to the immediate construction area.
17. Keep the roadway clear of dirt and debris from Subcontractor's own activities. This includes washing of tires as needed and directed.
18. Subcontractor is responsible for daily cleanup. Daily cleanup is defined as leaving work area neat and orderly and broom swept at the end of each shift. Subcontractor shall remove from the jobsite and properly dispose of any hazardous materials generated by this Subcontractor's operations.
19. Temporary power will be available for small tools but will not support electric welders or heaters. All welding and heating shall be done using fuel-powered equipment provided by this Subcontractor. OSHA guidelines shall be followed by this Subcontractor while using fuel-powered equipment.
20. It is this subcontractor's requirement to call one-call for all utility locations within your scope of work (if applicable).
21. Subcontractor shall require their employees to attend CDI Contractors Jobsite Safety Orientation prior to working on site.
22. Perform, review, and document Job Hazard Analysis (JHA's) for all work and with all employees prior to the start of work. JHA must be submitted to CDI for review and approval prior to commencement of work.
23. Subcontractor must fill out and submit daily reports to CDI's superintendent. The reports must include company name, Supervisor's name, manpower, daily work hours, summary of the day's work, and any delays found (if any). Submit reports daily.
24. Subcontractors must review one toolbox safety talk each week with the crew onsite. Signed documentation is to be submitted weekly.
25. Subcontractor's supervisor must attend CDI's subcontractors meeting which occurs once a week. CDI's Superintendent will determine date and time.
26. Subcontractor's supervisor must attend a daily huddle before starting the daily shift.
27. Provide 100% fall protection for all work over four feet. This includes working on scissor lifts.
28. Subcontractor must attend a CDI pre-mobilization meeting prior to the start of any work.
29. Furnish, install, and maintain all safety measures necessary to comply with OSHA requirements, Owner requirements, and the requirements of the Construction Manager's safety program. This protection shall be maintained by the Subcontractor until the area is turned over to the construction manager for use by other trades.
30. Subcontractor is responsible for protection of their open trenches, holes, etc. to maintain a safe operation. At the end of each shift, hole or trench protection shall consist of either covers secured in place or fence panels protecting all sides of open trenches. In roadways and drives, open trenches shall be covered with road plates secured in place.
31. Compliance with all rules, regulations, and requirements of local, state, and federal authorities.
32. Phasing as required.

ALLOWANCES:

1. None.

UNIT PRICES:

1.	Project Manager (labor and burden, all-in)	\$ ---- /HR
2.	Superintendent (labor and burden, all-in)	\$ ---- /HR
3.	Foreman (labor and burden, all-in)	\$ ---- /HR
4.	Equipment Operator (labor and burden, all-in)	\$ ---- /HR
5.	Journeyman (labor and burden, all-in)	\$ ---- /HR
6.	Apprentice (labor and burden, all-in)	\$ ---- /HR
7.	Laborer (labor and burden, all-in)	\$ ---- /HR
8.	Detailing (labor and burden, all-in)	\$ ---- /HR
9.	Undercut/Haul Off/Select Fill	\$ ---- /CY
10.	Removal and haul off	\$ ---- /CY
11.	Import select fill	\$ ---- /CY
12.	Import topsoil	\$ ---- /CY
13.	Mass rock - removal and haul off	\$ ---- /CY
14.	Trench rock	\$ ---- /CY
15.	Class 7 Installed	\$ ---- /TON
16.	Other:	\$ ---- /EA

EXCLUSIONS:

- 1. CDI TO LIST EXCLUSIONS HERE.

EXHIBIT B: LIST OF DRAWINGS, SPECIFICATIONS & ADDENDA

DRAWINGS, SPECIFICATIONS & ADDENDA

DRAWINGS:

CDI to add drawing index

SPECIFICATIONS:

CDI to add specification index

ADDENDA:

CDI to add addenda index

EXHIBIT C: INSURANCE REQUIREMENTS

The insurance requirements set out in this Exhibit are independent from all other obligations of Subcontractor under this Subcontract and apply whether or not required by any other provision of this Subcontract Agreement.

Certificates of Insurance ("Certificates") are to be issued on ACORD Form 25 and show that the below required insurance coverages in companies with a minimum A.M. Best's Rating of A-, VIII or companies acceptable to Contractor are in force. Required endorsements must be attached to such Certificates. All certificates must reference the specific project in the certificate description/comments area for identification purposes.

Subcontractor waives against Contractor any and all rights of recovery for loss, damage, or expense to the extent the same are recovered pursuant to valid and collectible policies of insurance and to the extent such waiver is permitted by such policies of insurance. In addition, Subcontractor waives all such claims against Owner and any other contractors, subcontractors, or suppliers to the same extent.

If coverage limits specified by the Owner are required of Subcontractor and if greater than the coverage limits reflected on the Certificates provided to Contractor, Subcontractor shall immediately obtain the required higher coverage limits and furnish Contractor with replacement Certificates showing proper coverage limits and otherwise complying with this Exhibit C.

Subcontractor shall maintain in effect all insurance coverage required under this Agreement at Subcontractor's sole expense and with insurance companies acceptable to Contractor. Subcontractor agrees to notify Contractor in writing, at least 30 days in advance, of any reduction by the insurers in required coverages or coverage limits, cancellation, or non-renewal of Subcontractor's policies. Subcontractor agrees to file new, complying Certificates showing proper renewal coverages and limits in force at least 10 days prior to expiration of the current policies.

a. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

- 1) Workers' Compensation coverage in accordance with the laws of the State within the jurisdiction the work is performed. In the event that the work of this contract falls within the Federal Employer's Liability Act, Subcontractor shall extend Workers' Compensation Insurance to provide and maintain in full force and effect during the period covered by this Subcontract, insurance against the liability imposed under the above-mentioned Acts as applicable. No alternative or benefit plan in lieu of statutory Workers' Compensation coverage will be acceptable even in those jurisdictions where permitted.
- 2) Employer's Liability Coverage with a minimum limit of \$1,000,000.00 Bodily Injury by Accident – Each Accident; \$1,000,000.00 Bodily Injury by Disease – Policy Limit; \$1,000,000.00 Bodily Injury by Disease – Each Employee

Where permitted by law Subcontractor waives subrogation against CDI Contractors, LLC, Owner, and the Architect's consultants and others as required by the Owner-Contractor Agreement.

- b. **GENERAL LIABILITY INSURANCE**, on a coverage form at least equal to that provided under ISO CG 00 01, latest available edition, on an occurrence basis. This policy shall include but not be limited to, personal injury, contractual liability, collapse, explosion, and underground (x, c & u) coverage, per project aggregate endorsement, completed operations and products liability coverage. Subcontractor shall identify on the Certificate any Residential, Mold, EIFS, Silica or other major exclusions that impact Subcontractor's ability to insure its risk. If the Project includes any Residential components or the proposed design includes EIFS systems, then Subcontractor shall obtain appropriate endorsements acceptable to Contractor as a condition of this Subcontract. The above coverage shall be written for not less than the following minimum limits:

\$2,000,000.00	GENERAL AGGREGATE (PER PROJECT; if not PER PROJECT, the limit shall be \$2,000,000)
\$2,000,000.00	PRODUCTS-COMPLETED OPERATIONS AGGREGATE
\$1,000,000.00	PERSONAL & ADV. INJURY
\$1,000,000.00	EACH OCCURRENCE

Continuation of Coverage Subcontractor shall maintain Products-Completed Operations coverage under Commercial General Liability for the applicable Statute of Repose following Substantial Completion of the Work.

- c. **AUTOMOBILE LIABILITY INSURANCE** including the following coverages: Owned, Hired, and Non-Owned vehicles shall be written for not less than the following minimum limits: \$1,000,000.00 PER ACCIDENT
- d. **UMBRELLA (EXCESS) LIABILITY INSURANCE** with combined single limits for bodily injury and property damage of not less than \$2,000,000.00 EACH OCCURRENCE and \$2,000,000.00 AGGREGATE. Such coverage shall be in excess of all liability insurance required under the above Paragraphs (a) 2, (b) and (c) and shall provide coverage as broad as the underlying coverage, including additional insured as required.

Continuation of Coverage Subcontractor shall maintain Products-Completed Operations coverage under Umbrella (Excess) Liability for the applicable Statute of Repose following Substantial Completion of the Work.

CDI Contractors, LLC, Owner, Architect, and the Architect's consultants and others as required by the Owner- Contractor Agreement shall be added as additional insureds under the Commercial General coverage. The coverage afforded the additional insureds for Commercial General Liability must provide coverage at least equal to that of ISO form CG 20 38 12 19 for ongoing operations and CG 20 40 12 19 for completed operations. It is agreed by the parties that such coverage will be primary and non-contributory, and any coverage maintained by Contractor and/or Owner will be excess of Subcontractor's coverage. All limits of liability available to Subcontractor shall inure to the benefit of the Additional Insureds.

The amount and types of insurance coverage required to be provided by Subcontractor herein, including any limitation on Subcontractor's obligation to include Contractor, Owner and others as required by the Owner-Contractor Agreement as Additional Insureds on Subcontractor's liability policies, shall not be construed to be a limitation of the liability on the part of Contractor or any of its subcontractors.

Subcontractor shall be responsible for securing whatever fire and extended coverage Subcontractor may deem necessary for protection against loss of owned, rented, or borrowed equipment and tools, including, but not limited to any tools, equipment, scaffolding, staging, and trailers owned, rented, or borrowed by Subcontractor. Contractor shall have no liability with respect to such equipment and tools. Failure of Subcontractor to secure such insurance or to maintain adequate levels of coverage shall not obligate Contractor for any losses on owned, rented, or borrowed equipment.

To the fullest extent permitted by law, all insurance policies procured, paid for, and maintained by Subcontractor for the work performed according to this Subcontract Agreement must contain a Waiver of Subrogation in favor of Contractor, Owner and others as required by the Owner-Contractor Agreement. This Waiver of Subrogation is required not only with respect to insurance required of Subcontractor in this article, but also with respect to any other property, inland marine, liability, or other insurance Subcontractor may have in force that may cover the work performed for this job.

Contractor shall have no duty to Subcontractor or to any of its insurers or their insurance agents to review any certificates or copies of insurance furnished to Contractor or to determine whether the terms of each certificate or policy of insurance comply with the insurance-related provisions of the Subcontract. A failure of Contractor to detect that Subcontractor has not submitted certificates, or proper certificates, or is otherwise not in compliance with the insurance-related provisions of the Subcontract shall not be construed as a waiver or other impairment of any of Contractor's rights under such insurance-related provisions.

Number of Policies Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. If the full required limits are arranged under a combination of Primary and Excess or Umbrella policies, all policies will be primary and non-contributory, and any coverage maintained by Contractor and/or Owner will be excess of Subcontractor's coverage.

Any deductibles or retentions under Subcontractor's policies shall be paid by, assumed by, for the account of, and at Subcontractor's sole risk.

If the Subcontractor fails to procure and maintain such insurance, in addition to the option of declaring the Subcontractor in default for breach of a material provision of this Subcontract, the Contractor shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides the Contractor with equivalent protection, and the Subcontractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Contractor, the cost of said insurance purchased by the Contractor shall be charged against and deducted from any monies then due or to become due to the Subcontractor or the Contractor shall notify the Subcontractor of the cost thereof and the Subcontractor shall promptly pay such cost..

If Subcontractor enters any subcontract with any lower-tier subcontractor, Subcontractor shall require such lower-tier subcontractor to maintain insurance similar to that required of Subcontractor under this Agreement, including primary/non-contributory additional insured and waiver of subrogation provisions as required hereunder.

BUILDER'S RISK coverage including the interests of Subcontractor will be provided by Contractor or Owner in accordance with the requirements in the Prime Contract. Subcontractor shall be responsible for the Builder's Risk deductible for each loss to the extent losses payable under the Builder's Risk policy are attributable to Subcontractor's work, acts or omissions, or the work, acts or omissions of any lower tier subcontractor, or any other party for whom Subcontractor may be responsible.

SPECIAL INSURANCE REQUIREMENTS FOR EIFS SUBCONTRACT AGREEMENTS

The following EIFS insurance coverage(s) **ARE / ARE NOT** required in this Subcontract Agreement:

1. This Subcontractor's General Liability Insurance must include EIFS applications coverage. Provide documentation that states EIFS Application is covered (not excluded) under your insurance.
2. This Subcontractor's proof of insurance (COI or Remarks page) must state the following: "EIFS is not excluded".
3. No policy limitation relating to the substrate Subcontractor is installing over.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: Stephanie Lively PHONE (A/C, No, Ext): 501-377-3445 FAX (A/C, No): 501-210-4627 E-MAIL ADDRESS: stephanie.lively@stephens.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Exact Name of Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Subcontractor's name & mailing address	NAIC #	

COVERAGES

CERTIFICATE NUMBER: 87933311

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIAB. ☒ XCU is not excluded GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒	☒	Show Policy #			EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒		Contractual Liab. Does Not Contain Separate Limiting Endorsements			COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$	☒	☒				EACH OCCURRENCE \$2,000,000 Minimum AGGREGATE \$2,000,000 Minimum Show Max Limit Carried \$ ☒ PER STATUTE ☐ OTH-ER
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☒ E.L. EACH ACCIDENT \$1,000,000 ☐ E.L. DISEASE - EA EMPLOYEE \$1,000,000 ☐ E.L. DISEASE - POLICY LIMIT \$1,000,000
	WC policy has been endorsed to specifically incl. state in which the project is located.			State of _____			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: (Describe Project and Give Project # Here); CDI Contractors, LLC and all operating divisions and project Owner are Additional Insureds under the General Liability (on a primary & non-contributory basis), Auto Liability & Excess Liability as required by written contract. A Waiver of Subrogation in their favor applies to the General Liability, Excess Liability and Workers Compensation where allowed by law. Cancellation Notice to CDI Contractors as required by written contract. Attach copies of Additional Insured Endorsement(s) on form CG2038 (12/19) for ongoing operations and form CG2040 (12/19) for completed operations or equivalent(s).

CERTIFICATE HOLDER

Sample Subcontract Certificate
 CDI Contractors, LLC and all operating divisions
 3000 Cantrell Road
 Little Rock AR 72202-2010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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EXHIBIT D: SCHEDULE OF WORK

THE CONSTRUCTION SCHEDULE WILL BE MAINTAINED AT THE PROJECT SITE AND WILL BE UPDATED AS WORK PROGRESSES.

SUBCONTRACTOR WILL GIVE INPUT REGARDING THE SCHEDULE AT REGULARLY SCHEDULED PROGRESS MEETINGS. SUBCONTRACTOR SHALL FOLLOW THE MOST CURRENT VERSION OF THE SCHEDULE MAINTAINED BY CONTRACTOR AND PERFORM THE SUBCONTRACT WORK ACCORDING TO THAT SCHEDULE.

EXHIBIT E: DESIGN PROVISIONS

The scope of the Subcontract Work (check one of the following):

1. _____ Includes design-assist work and services to be provided by Subcontractor, and the terms of Section I and III below are incorporated into the Subcontract;
2. _____ Includes design-build work and services to be provided by Subcontractor, and the terms of Section II and III below are incorporated into the Subcontract;
or
3. _____ Does not include design-assist or design-build work and services to be provided by Subcontractor, and therefore Sections I, II and III below are not applicable.

Section I. Design-Assist Provisions

If item 1 is checked above, the following provisions are incorporated into the Subcontract Agreement:

- a. The Project design may be developed in phases, as set forth in the Prime Contract. The drawings, specifications and other design documents for the Project will be developed based upon the scope set forth in the Prime Contract, as such scope may be further detailed and refined from time to time, in accordance with the terms set forth in the Prime Contract. Subcontractor agrees to comply with the requirements of the Prime Contract, as said requirements may be modified by CDI and Owner during the development of the final Construction Documents for the Project. With respect to the Subcontract Work, Subcontractor will also coordinate its efforts with CDI and all design professionals retained by the Owner or CDI so that the design is accomplished in accordance with the Prime Contract. Subcontractor shall provide all submittals of the design required of it under this Subcontract at such stages as CDI may require and in accordance with the Project Schedule. Subcontractor will be required to carefully and fully review all design documents relating to the Subcontract Work, as they are prepared by others, and then coordinate, value-engineer, adapt and/or modify the Subcontract Work, as directed by CDI, to assist the Owner and CDI in maintaining the Project scope, budget and schedule as the Project design is developed and finalized pursuant to the Prime Contract. Such coordination, value-engineering, adaptation and/or modification and all other design assistance to be provided by Subcontractor hereunder has been anticipated by the parties and included in the Subcontract Sum. Subcontractor acknowledges and agrees that a material inducement to CDI to enter into this Subcontract with Subcontractor is Subcontractor's agreement to coordinate, value-engineer, adapt and/or modify the Subcontract Work, as directed by CDI, and otherwise provide design assistance as noted above. Subcontractor acknowledges and agrees that such design assistance is included within the scope of the Subcontract Work, and unless there is a material and substantial change in the scope of the Subcontract Work, Subcontractor shall not be entitled to any adjustment to the Subcontract Sum as a result of the development of the final Construction Documents or any design assistance provided by Subcontractor hereunder.
- b. Subcontractor shall review all laws, statutes, ordinances, fire, safety and building codes, rules and regulations applicable to the design and/or construction of the Subcontract Work. Subcontractor shall review and provide CDI with written comments on all design documents applicable to the Subcontract Work as they are developed and prepared, such written comments to be provided within such time periods as may be established by CDI from time to time. Such review and comments by Subcontractor shall include conformance of such documents with the Project scope and all other requirements of the Contract Documents, including all legal requirements noted above. Further, all shop drawings and other submittals provided by Subcontractor hereunder must comply with all of the requirements of the Subcontract and the Contract Documents, including all of the legal requirements noted above, as well as complying with the Project scope as it is developed and refined through the final Construction Documents. Interpretations of the building code (and any other codes applicable to the design and construction of the Subcontract Work) or obtaining any necessary variances to such codes (which variances must be approved in advance by CDI and the Owner), by any governmental authority with jurisdiction over the Subcontract Work, are Subcontractor's responsibility. Subcontractor shall be responsible for obtaining all necessary permits and other governmental approvals associated with the Subcontract Work.

Section II. Design-Build Provisions

If item 2 is checked above, the following provisions are incorporated into the Subcontract Agreement:

- a. This is a design-build subcontract; therefore, the Subcontract Work includes the provision of all necessary design services for the proper design of the Subcontract Work, including the obligation to cooperate with CDI's efforts to coordinate Subcontractor's design services with the Designer and any other Project designers and engineers. Subcontractor acknowledges that CDI is relying on Subcontractor's representations of its high level of experience as a design builder and the design-build method of delivery, including business administration, design services (including development and supervision), construction, construction management, superintendence and specialized skill and ability with respect to the type of work to be performed by Subcontractor under this Subcontract.
- b. As a design-build subcontractor on this Project, Subcontractor expressly acknowledges and agrees that, with respect to the Subcontract Work, Subcontractor is to provide the design and to cooperate with the efforts to develop and refine the design and construction documents, without any increase to the Subcontract

Sum. With respect to the Subcontract Work, Subcontractor shall be the professional of record, responsible directly to the Owner. The Designer's services in connection with Subcontractor's designs shall be limited to the review by the Designer of such designs only for conformance to the aesthetic aspects of the Project's overall architectural design and major space limitations; and the coordination of components designed by Subcontractor with Designer's design (i.e., to check for interferences, interface and compatibility of the design-build component with Designer's design).

- c. Subcontractor represents and warrants that it is fully licensed (including all necessary professional design licenses) in the state where the Project is located to perform the Subcontract Work, and that all of its subcontractors and subconsultants, of any tier, if required by applicable law, shall be fully licensed (including all necessary professional design licenses) and qualified in the state where the Project is located.

Section III. Provisions Applicable to Design-Build and Design-Assist

- a. To the extent that the Project drawings and specifications are anticipated to require further development by the Designer, Subcontractor has provided in the Subcontract Sum for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order. The Subcontract Sum includes all of Subcontractor's contingencies, including all contingencies for any further development of the Project drawings and specifications as provided above.
- b. Subcontractor shall maintain, at its own expense, a professional liability policy of insurance with the limit of liability of not less than \$1,000,000 per claim with a \$1,000,000 annual aggregate and not more than a \$100,000 deductible. The policy shall have a retroactive date earlier of contract execution or commencement of Services. Subcontractor shall provide written notice to CDI before any insurance required by this Exhibit "E" is cancelled or not renewed per Section 5.1.2 of this Subcontract Agreement. This policy must remain continuously in force for a period of one (1) year after Substantial Completion. In the event of termination of this coverage prior to one (1) year after Substantial Completion, the Professional must provide evidence of either a twelve (12) month extended reporting period endorsement, or a replacement policy with a retroactive date of the earlier of contract execution or commencement of Services. The Professional shall assure that all consultants or other design professionals engaged or employed by the Professional carry and maintain similar insurance with reasonably prudent limits and coverages in light of the services to be rendered.

EXHIBIT F: ACCOUNTING PROCEDURES AND FORMS

ATTENTION: ACCOUNTING DEPARTMENT

In reference to the Subcontract agreement for this project issued by CDI Contractors, LLC, you will find the following accounting forms attached for your use:

1. Letter and ACH form for vendors preferring to receive funds via Direct Deposit.
2. ACH Authorization Form to be filled out if you choose Direct Deposit.
3. Pay Request Instructions.
4. Subcontractor Pay Request Form
5. Subcontractor Partial Lien Form.
6. Subcontractor Final Lien Release.
7. Third Party Schedule of Obligations Form.
8. Third Party Partial Lien Form.
9. Third Party Final Lien Release Form.

IMPORTANT NOTE: If this Agreement contains State Specific Provisions in Exhibit K, the language in those release forms shall be utilized in lieu of the release forms contained in this Exhibit F.

Please make copies of these forms as needed for future use, or you may request electronic. Feel free to contact us if you have any questions.



CDI CONTRACTORS, LLC • 3000 CANTRELL ROAD • LITTLE ROCK, ARKANSAS 72203 • 501-666-4300

Reference: Vendor ACH Setup

To: All CDI Vendors/Subcontractors,

CDI currently has the capability to offer our vendors/subs the option of utilizing ACH for vendor payments. Remittance advices will come to your specified email address two days prior to the deposit posting to your account.

If you are interested in being set up to receive payments via ACH, please complete the attached form and return to CDI via mail at the following address:

CDI Contractors, LLC
Attention: Accounts Payable
3000 Cantrell Road
Little Rock, AR 72202

Or via Email: invoices@cdicon.com

You will need to include either **a voided check or a letter from your bank stating** the account information that we will need in order to get you set up. The ACH form will need to be signed by a company officer.

Kindest Regards,

Accounting Department
CDI Contractors, LLC



ACCOUNTS PAYABLE ACH AUTHORIZATION FORM

Submission Type ☐ New or Add ☐ Update or Change ☐ Inactivate

PART I: PAYEE INFORMATION Vendor Tax ID # _____

Name: _____

Street Address: _____

City: _____ State _____ Zip Code _____

Phone: _____ A/R Contact Name: _____

Email for Remittance Advice: _____

MDWBE Status: _____ WBE _____ VBE _____ MBE _____ Local _____ None

PART II: NEW BANK INFORMATION

Bank Name: _____ Bank Phone Number: _____

Bank Routing Number: _____ Bank Account Number: _____

Account Type: _____ Checking _____ Savings

- If you selected CHECKING, **YOU MUST ATTACH A VOIDED CHECK** for the account specified above. In lieu of a voided check, you may send an account and routing verification notice from the bank. The voided check must be imprinted. We can not accept any starter checks, deposit slips, or bank statements.
- If you selected SAVINGS, an account and routing verification notice from the bank must be attached.

PART III: AUTHORIZATION

I authorize CDI Contractors, LLC to deposit funds into the above-named bank account. I understand that it is my responsibility to verify that the funds are in my account before I make a withdrawal.

Printed Name & Title (must be an authorized company officer)

Date

Signature

Forms may be submitted via mail to CDI Contractors, LLC, 3000 Cantrell Road, Little Rock, AR 72202 or via email at invoices@cdicon.com

CDI Contractors, LLC

Payment Request Instruction

1. Subcontractors first Payment Request will include the following:
 - a. Subcontractors Payment Request (CDI Form 10.26.2006)
 - b. Subcontractors Partial Release and Waiver of Lien (CDI Form Subcontractor Partial Lien Waiver)
 - c. Schedule of Third-Party Obligations (CDI Form 10.02.2006), listing all Subcontractors third party obligations for the current payment month.
2. Each subsequent monthly pay request will include the following:
 - a. Forms (a) & (b) - listed in Item No. 1.
 - b. Schedule of Third-Party Obligations with updated third-party billings.
 - c. Separate Release and Waiver of Lien by Suppliers of Labor or Materials for each third party, listed on the previous payment request.
 - d. All Third-Party Obligation- Release and Waiver of Lien must be received by CDI Contractors, LLC in order for the payment request to be approved and processed.
 - e. The above process should allow sufficient time for Subcontractor to receive payment from CDI Contractors, LLC, pay their subcontractors/suppliers, obtain the Release and Waiver of Lien(s), and submit the Release and Waiver of Lien(s) to CDI Contractors, LLC which in turn will allow CDI Contractors, LLC to approve and process Subcontractor's current Payment Request.
 - f. For final payment of Retainage, attach the Supplier/Vendor Final Waiver of Lien Rights. Amount has to equal the final obligation total.
3. Subcontractors Request for Retainage is required to include the following:
 - a. Subcontractor's payment request.
 - b. Subcontractor's Final Waiver of Lien Rights - completed for total contract amount.
 - c. Final Third-Party Obligation form.
 - d. Any Third-Party Supplier/Vendor Final Waiver(s) must equal amount listed on Third-Party Obligation form.
4. All Payment Requests and Liens must be originals - signed and notarized.
5. The above process and responsibilities apply to every monthly Payment Request, and every Request for Retainage.

ATTENTION: Please do not forward your invoices through a third-party accounting program (i.e. quicken, QuickBooks, etc.), as our Gmail does not recognize the sending address and will reject them. Payment Requests will not be processed until the Subcontract Agreement has been executed.

[illegible]

SUBCONTRACTOR/SUPPLIER FINAL RELEASE AND WAIVER OF LIEN

Labor and Materials

STATE of _____)
) ss
 COUNTY of _____)

WHEREAS, we the undersigned, have been employed by CDI Contractors, LLC of 3000 Cantrell Road, Little Rock, Arkansas 72202, the general contractor, for the building known as:

Now, therefore know ye that we, _____

the undersigned, for and in consideration of the sum of (\$ _____) _____ dollars, and other good and valuable considerations, do hereby waive and release any and all liens, claim or right to lien, on said above described building and it's premises, under the Statutes of the State where the project is constructed, relating to Mechanics' Liens, on account of labor and materials, or materials, or both , furnished by the undersigned, and acknowledge that all payments heretofore received have been and are accepted in full satisfaction of the liens or right to lien waived hereunder.

 Company Name

 Printed Name/Title

 Signature

On this ____ day of _____, in the year 20 ____, before me in said state and county, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

In witness whereof, I have hereunto affixed my hand and seal as of the date indicated above.

 Notary Public

My Commission Expires: _____

(Seal)

SUBCONTRACTOR/SUPPLIER PARTIAL RELEASE AND WAIVER OF LIEN

STATE of _____)
) ss
 COUNTY of _____)

WHEREAS, we the undersigned, have been employed by CDI Contractors, LLC of 3000 Cantrell Road, Little Rock, Arkansas 72202, the general contractor, for the building known as:

Now, therefore know ye that we, _____

 _____,

the undersigned, for and in consideration of the sum of (\$ _____) _____ dollars, to be paid by CDI Contractors, LLC, does hereby grant a partial waiver of lien in the amount of (\$ _____) _____ dollars, (the total amount paid to date including the above amount) on said above-described project, and premises, under the Statutes of the State where the project is constructed, relating to Mechanics' Liens, on account of labor or material, or both.

 Company Name

 Printed Name/Title

 Signature

On this ____ day of _____, in the year 20 ____, before me in said state and county, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed this instrument on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

In witness whereof, I have hereunto affixed my hand and seal as of the date indicated above.

 Notary Public

My Commission Expires: _____.

(Seal)

CDI CONTRACTORS, LLC

THIRD PARTY OBLIGATION INSTRUCTIONS

Our Subcontract Agreement requires all Subcontractors to submit a complete list of all third-party obligations with their payment request each month. This has to include the amount owed to each supplier and/or subcontractor as well as waivers of lien from each supplier and/or subcontractor (see Article 6.5.1).

To clarify the process and responsibilities:

1. The Third-Party Obligation Process is a requirement of CDI Management for all Subcontracts on all projects, whether Subcontractor is enrolled in Subguard or not.
2. All Subcontractors must comply with this requirement on All Projects.
3. The First Payment Request from Subcontractor must include a complete list of all Third-Party Obligations for the current month.
4. Every subsequent month, Subcontractor must include a complete list of all Third-Party Obligations for the current month, and must submit a separate Waiver of Lien from each Third-Party Obligation listed on their previous payment request (but in no event later than the 15th, or 2 weeks after their current payment request), or must submit a sworn affidavit, statement, or letter fully describing and explaining the reasons and circumstances for non-payment of any Third-Party Obligations for which payment has been received from CDI.
5. The Project Superintendent is responsible for verifying that all Third Parties listed the previous month have issued a Waiver of Lien for the amount indicated, and that Waivers of Lien from all Third Parties have been received by CDI Contractors, before processing Subcontractor's current payment request. This process should verify that our Subcontractor has satisfied any and all of its Third-Party Obligations.
6. If all Waivers of Lien are not received by CDI within 2 weeks (but no later than the 15th), the Job Accountant shall immediately notify Subcontractor that CDI will not process their current Payment Request until we receive a Waiver of Lien for all Third-Party Obligations as listed on their previous month's request. Any verbal notifications must be followed by written notification the same day.
7. If a Subcontractor does not comply, or refuses to comply, the Project Superintendent shall immediately notify the General Superintendent and Project Manager to decide on the next course of action.

The above process and responsibilities apply to every Monthly Payment Request (see Article 6.5.1), and every Request for Retainage.

The above process should allow sufficient time for Subcontractor to receive payment from CDI, pay their subcontractors/suppliers, obtain the Third-Party Lien Waivers, and submit said Waivers to CDI no later than the 15th, which in turn will allow CDI to approve and process their Current Payment Request.

SCHEDULE OF THIRD PARTY OBLIGATIONS

Use this form and state the total amount paid or owing to any one firm or individual having furnished labor, materials, tangible personal property of any kind, services, fuel or rented equipment, including subcontractors, the total of which exceeds the lesser of \$1,000.00 or five percent (5%) of the adjusted contract sum. Include all of the following information:

(a) Name and address of all persons or firms furnishing goods or services (excluding only employees in the direct hire of subcontractor), (b) A description of the items furnished, (c) The amount currently invoiced by the third party, (d) The amount included in this billing request to CDI, and (e) The amount included in previous billing requests to CDI.

from (e) "Previous Billings" for which payment has been received from CD, unless due to renege on subcontractors.

(a) Third Party Name and Address	(b) Item Description	(c) Total Invoiced	INDICATE TOTAL BILLING TO CDI ARISING FROM	
			(d) This Billing	(e) Previous Billings
		\$0.00		(d) + (e)
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
		\$0.00		\$0.00
TOTALS (For Comparison with Billing Amount)		\$0.00	\$0.00	\$0.00

The undersigned hereby certifies and affirms under penalty of perjury under the laws of the United States that all information supplied herein or attached hereto is true and accurate; that all law charges for labor, material, goods and services, rentals, taxes, insurance and/or all other costs or expenses incurred in the performance of subcontractor's work on the within named project throughout the date of this request have been paid in full, excepting only those amounts represented by this billing. The undersigned further certifies and affirms that the full amounts included in any prior billing for the account of any third party having an interest therein or for any other reason having a feasible claim against the within named project, and for which CCH has made payment, have been well and truly paid, or if not, are fully described and explained in a sworn affidavit or statement attached hereto. The undersigned further certifies and agrees that all payments made to suppliers having any interest in this billing, or prior billings, have been made and/or will be made only on condition that supplier shall apply said payment against the account of the undersigned for the within named project and no other.

The undersigned further certifies that in the performance, execution and administration of its work on the within named project, all of the terms and conditions of the Subcontract Agreement and of the Contract Documents governing the prime contract, insofar as they relate, have been and are being fully met, and that he (it) has complied with all codes, ordinances, statutes, orders, regulations and requirements of any federal, state or municipal authority, or any subdivision thereof, having jurisdiction over the within named project, further that any and all reports and affidavits related to his (its) payment on the within named project, together with those of his (its) subcontractors, if required by the Contract Documents, have been promptly and accurately executed and delivered as directed by contractor for all pay periods represented by this and prior billings. The undersigned has personally prepared and/or read and approved all statements and amounts set forth herein, or attached thereto, and certifies that he/she is authorized to sign this request, acting for and on behalf of the firm named below.

The undersigned individual and the firm making this request hereby jointly and severally acknowledge potential liability for fraudulent statements, misrepresentations or omissions having the effect contained in this request or attached hereto, and by which CDB may suffer damage through reliance thereon in making payments hereunder.

CDI CONTRACTORS, LLC

PROJECT:

BILLING PERIOD:
DATE SIGNED:

FIRM:

NAME:

BY:

TITLE:

(Signature of Authorized Signer)

SUPPLIER/ VENDOR FINAL RELEASE AND WAIVER OF LIEN

STATE of _____)
) ss
 COUNTY of _____)

WHEREAS, we the undersigned, have been employed by _____
 _____, a Subcontractor for CDI Contractors, LLC, to construct the building
 known as:

Now, therefore know ye that we, _____

 _____,

the undersigned, for and in consideration of the sum of (\$ _____) _____
 _____ dollars, and other good and
 valuable considerations, do hereby waive and release any and all liens, claim or right to lien, on said above described
 building and it's premises, under the Statutes of the State where the project is constructed, relating to Mechanics' Liens,
 on account of labor and materials, or materials, or both , furnished by the undersigned, and acknowledge that all
 payments heretofore received have been and are accepted in full satisfaction of the liens or right to lien waived
 hereunder.

 Third-Party Company Name

 Printed Name/Title

 Signature

On this ____ day of _____, in the year 20 ____, before me in said state and county, personally appeared
 _____, known to me or proved to me on the basis of satisfactory evidence to
 be the person who executed this instrument on behalf of the corporation therein named and acknowledged to me that the
 corporation executed it.

In witness whereof, I have hereunto affixed my hand and seal as of the date indicated above.

 Notary Public

My Commission Expires: _____.

(Seal)

SUPPLIER/ VENDOR PARTIAL RELEASE AND WAIVER OF LIEN

STATE of _____)
) ss
 COUNTY of _____)

WHEREAS, we the undersigned, have been employed by _____
 _____, a Subcontractor for CDI Contractors, LLC, to construct the building
 known as:

Now, therefore know ye that we, _____

 _____,

the undersigned, for and in consideration of the sum of (\$ _____) _____
 _____ dollars, to be paid by
 _____, does hereby grant a partial waiver of lien in the amount of
 (\$ _____) _____ dollars, (the total
 amount paid to date including the above amount) on said above-described project, and premises, under the Statutes of
 the State where the project is constructed, relating to Mechanics' Liens, on account of labor or material, or both.

 Company Name

 Printed Name/Title

 Signature

On this _____ day of _____, in the year 20 _____, before me in said state and county, personally appeared
 _____, known to me or proved to me on the basis of satisfactory evidence to
 be the person who executed this instrument on behalf of the corporation therein named and acknowledged to me that the
 corporation executed it.

In witness whereof, I have hereunto affixed my hand and seal as of the date indicated above.

 Notary Public

My Commission Expires: _____.

(Seal)

EXHIBIT G: BIM EXECUTION PLAN

TABLE OF ARTICLES

1. INTRODUCTION
2. DEFINITIONS
3. BIM GENERAL REQUIREMENTS
4. PROJECT ROLES & RESPONSIBILITIES
5. COORDINATION CYCLE
6. MODEL RISK ALLOCATION & PROPERTY RIGHTS

ARTICLE 1 INTRODUCTION

This BIM General Conditions document is intended to identify the roles, rights, and responsibilities of all parties utilizing BIM technology on this project. This document applies in conjunction with the project-specific BIM Execution Plan to ensure all duties and standards of each project participant are upheld and maintained. All 2D contract documents will take precedence over 3D documentation created and/or provided by project contributors. BIM coordination is subject to begin at any point during the project. This fact does not exclude subcontractors from the responsibilities listed within this document or any other contractual requirements on this job.

ARTICLE 2 DEFINITIONS

As-Built Models: A 3D construction model reflecting all changes that were made during the construction process to represent as-built conditions. Each trade should submit as-built models in Autodesk .dwg and .nwd formats, as well as in the native file type original to the authoring tool. CDI reserves the right to request additional file formats as needed.

BIM Execution Plan: A plan that specifies the goals, implementation processes, metrics and deliverables that will be used to develop BIM for the project.

Construction Model (CM): A model furnished to CDI by a subcontractor or created by CDI, representing the scope of work for that Subcontractor as defined in the CDI BIM Execution Plan for the project. At the end of the BIM coordination process, the construction model is used to produce required installation drawings or to export points to a total station for layout purposes.

Contributor: Any project participant who provides any input into the coordination process.

Federated Model (FM): A compilation of the design model(s) and all distinct construction models that incorporates detailed attributes submitted by structural, architectural, and MEP contractors. The completed federated model is expected to be a fully coordinated, clash and error free representation of all information necessary for the successful pre-fabrication of project components

Level of Detail: How much detail is included in the model element.

Model: An electronic, 3D representation of design elements that contain accurately dimensioned solid objects in terms of geospatial dimensions and relationships. Models are required to be provided and maintained by each trade with the intent of project collaboration and accurate depiction of as-built conditions.

Project Participant: All parties to a governing contractor or affiliated contract for the project.

ARTICLE 3 BIM GENERAL REQUIREMENTS

3.1 Model/Drawing Deliverables

3.1.1 Participants will submit a dimensionally accurate 3D construction model (CM) for their scope of work and participate in scheduled coordination meetings as defined by CDI.

3.1.2 All models will be delivered in a file format compatible with Autodesk Navisworks 2018 and BIM 360 Glue. Preferred formats are: .rvt, .dwg, .nwc, or IFC. Other formats will be acceptable only after review and approval by CDI.

3.1.3 After all models are coordinated each trade will submit installation drawings, derived directly from the coordinated model(s) for their scope of work, in PDF format. Copies of contract documents will not be accepted.

3.1.4 Each trade is required to provide a 3D model with the intent to generate as-built models. It is the responsibility of each trade to update their respective 3D model throughout construction to reflect field conditions to accurately document as-built conditions

3.2 Model Alignment

- 3.2.1 Each model file will have an origin point and North orientation at a location and angle defined by CDI so that all models import/export at the same location and orientation.
- 3.2.2 Each model file will import at the correct scale. Alignment and scaling corrections will be the responsibility of Subcontractor submitting the model and at the discretion of CDI.

3.3 Level of Detail

- 3.3.1 All model content will be created to a minimum of LOD 300 as defined in AIA Document E202 – 2008 which states that “model elements are modeled as a specific system, object or assembly accurate in terms of quantity, size, shape, location, and orientation.”
- 3.3.2 Model elements will be suitable for the generation of traditional construction documents and shop drawings and will be appropriate for the BIM coordination process.
- 3.3.3 At CDI’s discretion, some model elements may be required to be modeled in greater detail for coordination purposes.

3.4 Clash Detection/Views

- 3.4.1 Prior to scheduled collaboration meetings each trade is required to perform internal clash detection analysis for their respective trade model(s) against the architectural & structural design models to ensure that there are no conflicts. Any model conflicting with architectural elements, structural steel elements, envelope elements or itself, will not be accepted.
- 3.4.2 CDI will identify clashes between trades and save views in Navisworks to be resolved by Subcontractors.

3.5 Coordination Meetings

- 3.5.1 Trade contractors are expected to identify and correct model clashes in addition to correcting clashes identified by CDI. Proactive resolution of conflicts with other trades is encouraged.
- 3.5.2 A representative of each trade subcontractor with authority and knowledge to make decisions, as well as Subcontractor’s BIM modeler for the project, will be required to participate in regularly scheduled coordination meetings.
- 3.5.3 Installation of work will not begin until that portion of the work is deemed successfully coordinated by CDI.
- 3.5.4 Coordination meetings are held to address difficult areas within the model(s) that are unable to be coordinated between the multiple trades themselves throughout the week. At these meetings, the resolution will be collectively agreed upon, and a trade will be identified as having to “move”. All trades will adjust their respective model and repost it prior to the next coordination meeting.

3.6 File Naming Convention

- 3.6.1 It is critical that all trades use the mandated file naming convention provided by CDI for their file(s). Any files that do not follow the file naming convention will not be accepted.

3.7 Shared Files and Views

- 3.7.1 CDI will host the shared cloud location site to be used by project members for all online model coordination.
- 3.7.2 Navisworks Manage saved views will be used to manage the collaboration process.

3.8 Updating Models

- 3.8.1 Each trade is required to make corrections and update models at least once per week and prior to the clash detection analysis run by the project BIM Coordinator. Schedule of analysis (day and time) to be determined by the BIM Execution Plan. This cycle will continue until the area is completely coordinated.

3.9 Clash Review

- 3.9.1 Each trade is required to review clashes prior to attending the scheduled coordination meetings and arrive prepared to address the unresolved clashes in a constructive manner.

3.10 Collaboration Between Trades

3.10.1 Each trade is required to collaborate with other trades prior to the scheduled coordination meetings through email, telephone, in person etc., to resolve as many basic clashes as possible. There will be no costs associated or allowed with any of these changes.

3.11 Installation Drawings

3.11.1 Final installation drawings derived from coordinated models will be used for installation of work. If conflicts occur during installation, all resulting cost incurred by CDI and/or other subcontractors will be the responsibility of Subcontractor whose work is not aligned with the coordinated model.

3.12 As-Built Models

3.12.1 Each trade is required to submit a copy the approved 3D as-built models in Autodesk .DWG and .NWD formats as well as the original authoring file(s) in that program's native format. CDI reserves the right to request additional file formats as the needs of the client or project require.

3.12.2 Installation Drawings shall be used for installation of work. If this drawing conflicts with the contract documents an RFI shall be issued.

ARTICLE 4 PROJECT ROLES & RESPONSIBILITIES

It is the duty of each project participant to notify the BIM Coordinator and other affected trade(s) of any model discrepancies or issues that are found.

4.1 CDI

4.1.1 CDI will provide all available design content. Each trade is ultimately responsible for coordinating to all information contained in the 2D contract drawings and specifications as related to their work.

4.1.2 The trade subcontractor is neither required nor encouraged to wait for the distribution of the 3D model by CDI to begin their engineering and drafting efforts. Each subcontractor shall proceed with the utmost haste, using the 2D contract documents, to begin their engineering and drafting to meet the project schedule.

4.1.3 CDI will be responsible for hosting and managing the Autodesk BIM 360 Glue site for all project members.

4.2 BIM Coordinator

4.2.3 The role of the project BIM Coordinator is typically assumed by a CDI employee assigned to the project.

4.2.2 This person will be responsible for all model related coordination including, but not limited to: file naming convention, verification of model alignment, scheduling and coordinating all models.

4.3 Structural Steel Contractor

4.3.1. The structural steel contractor will generate and provide a 3D model of their structural scope of work in addition to their contractually required 2D documentation. The 3D model will be modeled with a full fabrication detailed level of information.

4.3.2 The model shall include, but is not limited to, major structural members such as trusses, beams, columns, etc., as well as secondary and miscellaneous steel connections including gusset plates, bracing, angles, knife plates, etc., necessary for successful coordination with other trades. These models shall be updated and maintained to reflect changes in the work resulting from coordination or design changes and shall be delivered at the end of the project as an as-built record model of the structural steel system in its entirety.

4.4 HVAC Contractor

4.4.1. The HVAC contractor will generate and provide a 3D model of the HVAC systems including, but not limited to, main lines, trunk lines, branch lines, piping, and all equipment installed in the HVAC scope of work (fans, AHU's, built-up AHU's, pumps, tanks, valves, controls, heat exchangers, smoke & fire dampers, all valves including stems and handles, gauges & control valves, insulation on piping & ductwork, hangers & seismic bracing, diffusers, registers, louvers, grilles, high & low point drains, starters, etc.).

4.4.2 This contractor shall also include in the 3D model concrete equipment pads, inertia pads, and access doors. The HVAC contractor shall identify, under a separate layer, required clearances, vertical access, access doors, and accessibility requirements etc. for above listed items for code and maintenance purposes for each trade.

3. Once coordination is substantially complete for an area the HVAC contractor will provide block-out drawings for all horizontal and vertical framed block-outs for that area showing rough framed opening dimensions, elevation, and dimension to nearest grid line.

4.5 Plumbing Contractor

4.5.1 The plumbing contractor will generate and provide a 3D Model of the plumbing systems including, but not limited to, all piping systems and equipment installed in the plumbing scope of work (domestic water, chilled water, steam, storm & roof leaders, pumps, tanks, water heaters, in wall carriers, in wall plumbing equipment, all valves including stems and handles, gauges & control valves, insulation on piping, hangers & seismic bracing, clean-outs, etc.).

4.5.2 This contractor shall also include in the 3D model concrete equipment pads, inertia pads and access doors. The plumbing contractor shall identify, under a separate drawing layer, required clearances, vertical access, access doors and accessibility requirements etc. for above listed items for code and maintenance purposes.

4.5.3 Once coordination is substantially complete for an area the plumbing contractor will provide block-out drawings for all horizontal and vertical framed block-outs for that area showing rough framed opening dimensions, elevation, and dimension to nearest grid line.

4.6 Fire Suppression System Contractor

4.6.1 The fire suppression system contractor will generate a 3D model of the fire suppression systems including, but not limited to, all risers, main and branch piping, (including heads), pumps, controllers, ATS, and equipment installed in the fire suppression system scope of work (pre-action system, dry system, and main fire suppression systems, hangers & seismic bracing, valve assemblies, drain valves, fire department valves, etc.).

4.6.2 This contractor shall also include in the 3D model, concrete equipment pads, inertia pads and access doors. The fire suppression contractor shall identify, under a separate drawing layer, required clearances, vertical access, access doors and accessibility requirements etc. for above listed items for code and maintenance purposes.

4.7 Electrical Contractor

4.7.1 The electrical contractor will generate a 3D model of the electrical systems including, but not limited to, all conduit systems and equipment installed in the electrical scope of work (individual conduits over 1", racks carrying more than 3 conduits 1" and smaller, panels, transformers, switch & paralleling gear, ATS's, generators, cable trays, data racks, starters, VFD's, hangers & seismic bracing, etc. for normal, emergency and isolated power systems).

4.7.2 This contractor shall also include in the 3D model concrete equipment pads, inertia pads, light fixtures, exit signs, fire alarm, speakers, AV equipment, recessed electrical devices and access doors. The electrical contractor shall identify, under a separate drawing layer, required clearances, vertical access, access doors and accessibility requirements etc. for above listed items for code and maintenance purposes.

4.7.3 Once coordination is substantially complete for an area the electrical contractor will provide block-out drawings for all horizontal and vertical framed block-outs for that area showing rough framed opening dimensions, elevation, and dimension to nearest grid line.

4.8 Facilities Management System Contractor (Controls)

4.8.1 The facilities management system contractor will generate a 3D model of the building management systems including, but not limited to, all conduit systems and equipment installed in the facilities management system scope of work (individual conduits over 1", racks carrying more than 3 conduits 1" and smaller, panels, transformers, controls, cable trays, data racks, starters, VFD's, hangers & seismic bracing, etc.).

4.8.2 This contractor shall also include in the 3D model concrete equipment pads, inertia pads and access doors. The facilities management system contractor shall identify, under a separate drawing layer, required clearances, vertical access, access doors and accessibility requirements etc. for above listed items for code and maintenance purposes.

4.9 Specialty Systems

4.9.1 The specialty systems contractor will generate a 3D model of their specific system which includes, but is not limited to systems such as, pneumatic tubes, patient lifts, kitchen equipment, etc. The specialty systems contractor shall identify, under a separate drawing layer, required clearances, access doors and accessibility requirements etc. for above listed items for code and maintenance purposes.

ARTICLE 5 COORDINATION CYCLE

5.1 TYPICAL TRADE COORDINATION SEQUENCE

- 1st -- Pitched Plumbing
 - All pitched plumbing systems are to be coordinated & modeled with the HVAC mains/trunk lines.
- 2nd -- Mains/Trunk Lines
 - After pitched plumbing, HVAC mains/trunk lines will be laid out in conformance with design documents. If floor size permits, duct layout should flow systematically across a floor allowing other trades to follow behind drafted areas.
- 3rd -- Major Components
 - Once pitched plumbing & mains/trunk lines are coordinated, other major system components with locating & routing constraints are coordinated & modeled, including but not limited to:
 - HVAC branch lines
 - Fire protection mains
 - Electrical cable trays
 - Conduit racks
 - Plumbing racks
 - Pneumatic tube
 - Ceiling mounted components (diffusers, light fixtures, access panels, etc.)
- 4th -- Minor Components
 - Upon completion of coordinating, drawing, and modeling of major system components, minor components are coordinated, including branch piping and smaller conduit runs, etc.

5.2 COORDINATION SCHEDULE

5.2.1 Coordination milestones will be defined separately in order to meet project schedule.

5.3 TYPICAL COORDINATION CYCLE

5.3.1 BEGINNING OF CYCLE. The cycle begins by trades uploading their models to the shared project location.

5.3.2 MODEL INTEGRATION. The project BIM Coordinator will integrate the trade models into a federated model within Autodesk BIM 360 Glue.

5.3.3 CLASH IDENTIFICATION. The federated model is used to identify clashes between the disciplines or trades.

5.3.4 DOCUMENTING CLASHES. Clashes will be documented by CDI via Navisworks saved views.

5.3.5 COORDINATION MEETING AGENDA. The meeting agenda is established based upon shared views that are created during clash detection analysis.

5.3.6 COORDINATION MEETING PARTICIPATION. Participation from CDI design representatives and from each trade is required. Designers and/or owners will participate as needed. The participation of all the involved parties is required to allow meaningful discussions of issues and minimize the resolution time. Failure of any trade to attend the coordination meeting means their work is uncoordinated and will result in that trade having to relocate their work and bear any costs associated with the relocation in accordance with the decisions of those who attended the meeting.

5.3.7 MODEL COORDINATION. CDI facilitates and moderates the coordination meetings while the designers and trades use their knowledge and expertise to develop timely solutions.

5.3.8 CLASH RESOLUTION. Using the most current federated model the group will develop, agree on, and document solutions to the identified clashes and conflicts.

5.3.9 RESOLUTION IMPLEMENTATION. After the coordination meeting the agreed-on changes will be incorporated into both the 3D models and resulting installation drawings by the responsible participants.

5.3.10 END OF CYCLE Once the resolutions are implemented, the coordination cycle is complete. Typically, one cycle is completed each week.

5.3.11 REPEAT THE CYCLE The coordination cycle is repeated for each floor, area or zone until all clashes and conflicts have been resolved and all participating parties have confidence in the constructability of the design.

ARTICLE 6 MODEL RISK ALLOCATION & PROPERTY RIGHTS

6.1 RISK ALLOCATION

6.1.1 Each model contributor will be responsible for contributions made to a model and the information or data that is developed as a result. They are also responsible for model access and contribution by a project participant in privity with, and of a lower tier contractually than that contributor.

6.1.2 It is the duty of each model contributor to use its best efforts to minimize the risk of claims and liability that may come from the contributor's use of, or access to, its model or any other project files. Efforts include promptly reporting errors, inconsistencies, or omissions found in any of the project models.

6.1.3 Contributors will not be held responsible for costs, expenses, liabilities, or damages that may result from the use of its model by other contributors beyond the uses dictated by this document.

6.1.4 Using project models outside of the permitted uses listed in this document is at the sole risk and discretion of the user. Nothing in this document allows for a model or other contribution to be used for a purpose other than for this specific project.

6.2 MODEL INTELLECTUAL PROPERTY RIGHTS

6.2.1 In addition to any other existing copyright or other intellectual property licenses that may exist for this project, each contributor grants to the owner and the other contributors limited, non-exclusive licenses (copyright licenses) to reproduce, distribute, display, make derivative works of, and otherwise use the following for purposes of this project only:

6.2.1.1 The individual contributor's contributions

6.2.1.2 Contributions of other project participants who have allowed that contributor an identical license

6.2.1.3 Any project related model to which that contributor has intellectual property rights

6.2.2 Each contributor shall authorize that they are the copyright owner of, possesses a valid copyright license for, or is otherwise authorized by the copyright owner to use its contribution, including the ability to grant licenses to other project participants for use of data to create it as needed to fulfill duties or model uses established in the BIM execution plan for the project.

6.2.3 Unless documented otherwise, the copyright licenses granted to the owner to reproduce, distribute, display, or otherwise reuse the contributions and models for this project shall exist for the entire lifecycle of the project.

EXHIBIT H: LEAN CONSTRUCTION ADDENDUM

ARTICLE 1 LEAN PROJECT ESSENTIALS

1.1 **Lean Project Delivery.** Contractor and Subcontractor agree the Project will benefit by implementing "Lean Project Delivery," which includes: (a) collaboration throughout the Project among Contractor, Subcontractor and other subcontractors and service providers on the Project (collectively referred to as the "Project Team"); (b) planning and managing the Project as a network of commitments; (c) optimizing the Project as a whole, rather than any particular piece; and (d) closely aligning learning with action (promoting continuous improvement throughout the life of the Project). Contractor intends to utilize Lean Project Delivery to facilitate construction of the Project. The Project Team members will be expected to reasonably share information and cooperatively collaborate for the benefit of the Project. Except where otherwise defined in this Exhibit, capitalized terms used herein shall have the same definition as set forth in the Subcontract Agreement.

1.2 **Cooperation.** Subcontractor and Contractor each promise to furnish its skill and judgment and to collaborate and cooperate with the Project Team to further the interests of the Project. Each Project Team member shall furnish its services and work in an expeditious and economical manner. Contractor shall endeavor to promote harmony, collaboration, and cooperation among the Project Team. Project Team members are encouraged to share ideas freely and are expected to collaborate in an atmosphere of mutual respect and tolerance.

1.3 **Reliable Commitments.** Project Team members will make and secure reliable commitments as the basis for planning and executing the Project. A reliable commitment must include the following elements:

- (a) The conditions necessary for the satisfaction of the commitment are clear to relevant Project Team members;
- (b) The promisor/performer is competent and able to perform the task or has retained individuals or entities who are competent and able to perform the task;
- (c) The promisor/performer has estimated the time to perform the task, has allocated adequate resources to perform the task, and has properly scheduled time to perform the task;
- (d) The promisor/performer has no current basis for believing the commitment will not be fulfilled; and
- (e) The promisor/performer is prepared to be accountable if the commitment cannot be performed as promised and shall promptly advise the relevant Project Team members if it believes that the task may not be performed as committed.

1.4 **No Partnership, Joint Venture, or Fiduciary Duty.** Subcontractor, Contractor, and other Project Team members are each independent contractors for all purposes, and nothing contained in the Subcontract Documents shall be construed to create a partnership, joint venture, association, principal-agent relationship, or impose a fiduciary duty or joint obligation or liability on or with regard to any of Subcontractor, Contractor, Owner, Architect, other subcontractors, suppliers and service providers or their respective contracting parties. Subcontractor, Contractor, and other Project Team members shall each be individually responsible for its own obligations and liabilities under the Subcontract Documents. Except where otherwise expressly approved by the party to be bound in writing, Subcontractor, Contractor, and other Project Team members shall act only on an individual basis and shall not be authorized to act as agent or representative of any other party nor have the power or authority to bind any other party for any purpose.

ARTICLE 2 PROJECT TEAM LEADERSHIP

2.1 **Subcontractor's Representative.** Subcontractor shall appoint a representative ("Subcontractor's Representative") approved by Contractor whose duties include, without limitation, directing and coordinating the Subcontract Work, and participating as a member of the Project Team. Subcontractor shall not replace Subcontractor's Representative without Contractor's prior written consent, which shall not be unreasonably withheld. Any replacement Subcontractor's Representative shall have substantially equivalent or better qualifications than Subcontractor's Representative whom he or she replaces. Subcontractor's Representative shall represent Subcontractor, and all communications given to Subcontractor's Representative shall be deemed to have been delivered to Subcontractor.

2.2 **Contractor's Representative.** Contractor shall appoint a representative ("Contractor's Representative") to manage the Project on Contractor's behalf and participate as a member of the Project Team; provided, however, Contractor's Representative may not be the person authorized by Contractor to sign Change Orders and Construction Change Directives. Contractor's Representative shall be responsible for coordinating action among the Project participants, including any additional Contractor personnel who must participate in decision making on the Project.

2.3 **Project Team.**

2.3.1 **Team Collaboration.** The Project Team shall work together to deliver the Project employing collaborative methods for achieving the best value and most efficient and economical Project delivery. Subcontractor's Representative shall act on behalf of Subcontractor on the Project Team.

2.3.2 **Decision-Making.** Consistent with lean principles of collaboration and to the greatest extent possible, the Project Team shall act in the best interest of the Project as a whole and consistent with applicable laws. Project Team members shall use their best good faith efforts to resolve disputes by agreement before initiating dispute resolution procedures under the terms of the Subcontract Documents. If the parties are unable to agree on a resolution, Contractor may issue directions that it believes to be in the best interest of the Project, subject to further resolution pursuant to the dispute

resolution provisions of the Subcontract Documents. The Project Team shall meet regularly to review Project performance, coordinate efforts, make key decisions, and stimulate excellence among Project Team members. See Guidebook for additional information.

2.3.3 Supervision. The Project Team as a whole shall not have any duties of supervision over or control of any individual Project Team members. All subcontractors, suppliers, consultants, and other parties providing labor, services, materials, or equipment to the Project are independent contractors. Each Project Team member is alone responsible for supervising its employees. However, Contractor is responsible for developing and implementing a program for (a) evaluating the Project Team's utilization and performance of Lean Project Delivery and (b) stimulating continuous improvement in the Project Team's Lean Project Delivery performance. The performance improvement program will include at least the following elements: (a) an established set of no more than ten performance metrics; (b) a regular schedule for periodic evaluations; (c) a focus on behaviors of team members; (d) clear standards and protocols for evaluating performance against the established metrics; and (e) a feedback mechanism on recommendations to improve team member behavior.

ARTICLE 3 PROJECT TEAM RESPONSIBILITIES

3.1 Project Planning & Schedule.

3.1.1 Pull Planning. Consistent with the Project construction schedule, the Project Team shall employ a pull scheduling approach to planning and scheduling, which provides those preceding activities are not started sooner than is needed to assure the continuous performance of subsequent activities. Where the work of one Project Team member is dependent upon the prior performance of another Project Team member or another Project Team member's lower tier contractor, the Project Team member whose work is dependent shall request of, and receive from, the prior performer a commitment as to when the precedent work will be finished. Applicable Project Team members shall agree upon criteria for the hand-off of items of work. Project Team members shall attend and participate in pull planning meetings as required by Contractor.

3.1.2 Project Planning System. Consistent with the Project construction schedule, the Project Team shall employ a system of Project planning that may include the collaborative development of a milestone schedule, phase or progression schedules, "make-ready" look ahead plans, weekly work plans, daily huddles, and methods for recording, measuring, and improving the reliability of Project planning.

3.1.3 Phase Planning. Phase planning shall be based on the collaborative efforts of all those performing work during a given period and shall show when work will be done to meet milestone dates. Project Team members shall attend and participate in phase planning meetings as required by Contractor.

3.1.4 Make-Ready Look Ahead Plan. Make-ready look ahead plans shall be developed by the Project Team, identifying (a) each item of work to be performed and completed during the given planning period; (b) whether factors exist that would impede or constrain performance and completion; and (c) the actions to be taken to negate or mitigate any such impediments or constraints.

3.1.5 Weekly Work Plans. Project Team members shall attend and participate in weekly work plan meetings. Consistent with the Project construction schedule, weekly work plans will be developed by the Project Team members on a weekly basis and show the day on which assignments shall be completed. The weekly work plans shall disclose whether or not an assignment has been completed as scheduled and, if not, a reason shall be assigned. Unless otherwise agreed to by Contractor, the Project Team will record the current Plan Percent Complete (PPC) for the Project and display this for review.

3.1.6 Construction Schedule. Contractor shall prepare and maintain the construction schedule consistent with the contract time and overall Project schedule. The construction schedule shall coordinate and integrate the services and activities of Subcontractor, Contractor, Owner, Architect, other subcontractors, and service providers. To the extent required by the Prime Contract, Contractor shall update the construction schedule to show: (a) proposed activity sequences and durations; (b) proposed milestone dates for such activities; (c) delivery of materials or equipment requiring long-lead-time procurement; (d) Owner's occupancy requirements; and (e) estimated date of Substantial Completion of the Project. If construction schedule updates show that milestone dates contained in prior construction schedules will not be met, Contractor may notify and make recommendations to the Project Team. Contractor shall monitor the performance of subcontractors as it relates to the construction schedule; update the construction schedule; and if required, recommend corrective alternatives or adjustments to the Project Team.

3.2 Project Team Communications.

3.2.1 Communications Protocol. Contractor shall provide a communications protocol to the Project Team. The communications protocol shall: (a) identify critical Project personnel and their contact information; (b) provide a Project meeting schedule with attendance requirements; (c) allow for direct communication between and among Project Team members, as necessary, and identify when contemporaneous notification of the content of such communication should be made to the other Project Team members; (d) establish the exchange of documents and data in electronic form; (e) determine necessary equipment, software, and services; (f) determine acceptable formats, transmission methods, and verification procedures; (g) establish methods for maintaining version control; (h) set forth privacy and security requirements; and (i) set forth storage and retrieval requirements. Except as otherwise agreed to by Contractor and Subcontractor in writing, each party shall bear its own costs as identified in the communications protocol. Absent a written protocol, use of documents and data in electronic form shall be at the sole risk of the recipient.

3.2.2 Communication Failure. Contractor will notify a Project Team member in writing with any difficulty resulting from the member's failure to comply with the communications protocol. Failure of a Project Team member to timely cure a breach of the communications protocol shall be a material breach of this Agreement.

3.3 Quality Assurance and Quality Planning.

3.3.1 **Quality.** The Project Team members will work diligently throughout the Project to assure quality in the first instance, avoid defects, and proactively and collaboratively mitigate the impact of any defects that do occur.

3.3.2 **Quality Plan.** Contractor, in collaboration with the other Project Team members, shall develop a plan that meets or exceeds the standards and requirements in the Subcontract Documents and addresses issues such as the following:

- (a) Training workers on the benefits of standardized work practices, the continuous improvement of work practices, and the negative impact upon the Project of failing to achieve commitments;
- (c) Using mockups, first run studies, early completion of standard work units, and similar efforts to demonstrate and document agreed-upon levels of quality;
- (d) Providing task-based quality checklists for use by trade persons to self-evaluate quality performance, establish benchmarks, and promote continuous improvement;
- (e) Developing methods for onsite managers and others providing quality assurance to review early work product and assure quality performance;
- (f) Integrating quality review and Project planning and scheduling pursuant to §3.1.1;
- (g) Developing protocols for trade persons to discuss and assure quality when Work is being handed off to another;
- (h) Providing task-based quality checklists for use by trade persons to self-evaluate quality performance, establish benchmarks, and promote continuous improvement;
- (i) Developing procedures for recognizing outstanding performance and quality by individual trade persons and the Project Team members; and
- (j) Creating standards by which to measure and track quality performance.

3.4 **5S Plan.** Subcontractor shall submit to Contractor for its approval a construction operations quality plan that addresses the following:

- (a) The removal of clutter and all unnecessary items from the work environment;
- (b) Placing items that will be used during construction so as to facilitate their efficient and responsible use;
- (c) Creating an orderly and clean workspace with continuous inspection and clean-up;
- (d) Standardizing and constantly improving construction operation practices; and
- (e) Creating a culture of discipline and continuous improvement.

3.5 **Logistics Plan.** Subcontractor shall order material and equipment in accordance with a material logistics plan prepared by Subcontractor and approved by Contractor that is consistent with the current phase plan and look ahead plan. The intent and purpose of the material logistics plan is to promote just-in-time deliveries to the site, avoid delays in material deliveries, minimize handling costs and provide the least obstruction of the premises and any adjoining property.

EXHIBIT I: SPECIAL PROVISIONS

1.

EXHIBIT J: CERTIFICATION OF NON-SEGREGATED FACILITIES

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certified that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors or specific time period) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirements for Certifications of Nonsegregated Facilities.

Notification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e., quarterly, semiannually, or annually)..

Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

Firm Company Name
Signature of Authorized Representative
Name of Authorized Representative (Print or Type)
Title of Authorized Representative

EXHIBIT K: STATE SPECIFIC PROVISIONS

{INSERT STATE SPECIFIC PROVISIONS HERE}

Rev. December 1, 2025

SUBCONTRACT NO. XXXXX
Vendor Name

END OF SECTION 06 – SAMPLE SUBCONTRACT AGREEMENT

SECTION 07: PROPOSAL GUARANTEE BOND (NOT APPLICABLE)

NOT APPLICABLE TO THIS PROPOSAL.

END OF SECTION 07 – PROPOSAL GUARANTEE BOND

SECTION 08: PAYMENT AND PERFORMANCE BOND (NOT APPLICABLE)

NOT APPLICABLE TO THIS PROPOSAL.

END OF SECTION 08 – PAYMENT AND PERFORMANCE BOND

SECTION 09: NOT USED

SECTION 10: NOT USED

SECTION 11: NOT USED