



393 East Grand Avenue
South San Francisco, CA 94080

MASTER SUBCONTRACT AGREEMENT LETTER OF TRANSMITTAL

To: Unique Elevator Interiors
1930 North Loop Road
Alameda, CA 94502

Date: November 4, 2022
MSA No. 6665.002

Attn: Duane Bolt

Email duane@uniqueelevator.com

Dear Subcontractor:

Attached is the Master Subcontract Agreement for review and signature. Please follow the instructions in DocuSign to execute this agreement. This Master Agreement will be effective and will govern all work performed by Subcontractor for Contractor on any and all projects whatsoever from the effective date of execution indicated above for a period of two years, unless modified by the Parties, or terminated by the Contractor at an earlier date. The persons executing this Master Agreement represent and warrant that they have the authority to duly bind their respective companies to this Master Agreement for the duration indicated. Individual Work Orders will be issued for specific projects which will incorporate the terms of this Master Agreement.

Attached is a sample [Certificate of Insurance](#). Subcontractor must submit a properly executed insurance certificate prior to initiation of any work on the job site or payment will be withheld. Please upload insurance certificates to Dome's web based system described in the subcontract work order (SWO) for the project.

All Dome projects are invoiced via this web based product. Each subcontractor is required to attend a training session in order to be set up to use the product. Please contact Dome Accounting at billings@domebuilds.com to schedule your training.

We look forward to working with you.

Sincerely,

Dome Construction Corporation



Vendor: Unique Elevator Interiors
MSA No.: 6665.002
Date: 11/04/2022

SUB-CONTRACT MASTER AGREEMENT

Unique Elevator Interiors

1930 North Loop Road
Alameda, CA 94502

Attn: Duane Bolt

Made as of November 4, 2022

This Subcontract Master Agreement ("Master Agreement") is entered into by and between DOME CONSTRUCTION CORPORATION ("Contractor") and Subcontractor as of November 4, 2022

From time to time, Contractor intends to contract with Subcontractor to perform work on various projects within the license classification, expertise and general experience of Subcontractor. Subcontractor is willing to undertake such work on the terms and conditions set forth in this Master Agreement.

This Master Agreement does not obligate Contractor to award any particular work to Subcontractor and does not obligate Subcontractor to accept any particular work until the parties execute a Work Order for particular work in the form attached hereto as Addendum D.

I. ENTIRE AGREEMENT

This Master Agreement together with the Work Order to be executed pursuant to this Master Agreement will constitute the sole and exclusive Agreement of the Parties with respect to all work performed by Subcontractor pursuant to a Work Order. The Work Orders together with this Master Agreement will supersede all written or oral proposals or agreements between Contractor and Subcontractor, if any, with respect to work on a particular project, and will constitute the entire agreement between the parties. This Master Agreement will govern and apply to all work performed by Subcontractor on a project, even if, for any reason, a Work Order is lacking or remains unexecuted. By commencing work on a project for which Subcontractor has received a Work Order, Subcontractor agrees to the terms of the Work Order even if it remains unsigned. Subcontractor certifies that it is familiar with the terms of this Master Agreement, and that it will make itself familiar with all of the contract documents relating to a particular project, with the location of the jobsite, and with the conditions under which the work is to be performed, and that it will execute the Work Orders based upon its investigation of all such matters and will not rely upon any opinions, representations or investigations of Contractor. By proceeding with Work on a project, Subcontractor warrants that it has conducted the investigation required by this Master Agreement.

II. SCOPE OF WORK AND CONTRACT DOCUMENTS

2.1. Subcontractor will perform and furnish the work outlined in the Work Orders in accordance with the highest prevailing standards, including all labor, services, material, taxes, installation, cartage, hoisting, supplies, insurance, equipment, scaffolding, tools and other facilities of every kind and description required for the prompt and efficient execution of the work outlined in the Work Order (the "Work"). Division references and plan references are understood to be for the convenience of Subcontractor and will not limit in any way the scope of Work. In addition to specific references, and unless specifically limited in the Work Order, Subcontractor's scope of Work will include all work normally performed by Subcontractor's trade that is called for by the Contract Documents and all work that is incidental to complete the Work described in the Work Order.

2.2. Subcontractor will complete all work described in the Work Orders in accordance with the Contract Documents. The term "Contract Documents" will mean and include (1) this Master Agreement, (2) the General Terms of the Subcontract attached hereto, (3) the Work Orders, (4) any other exhibits and addenda attached hereto and the Work Orders, (5) the Prime Contract for the particular project to which the Work Order relates, together with its general, supplementary, and other conditions, addenda and modifications, and all of the plans and specifications, (6) Modifications issued subsequent to the execution of the Work Order affecting Subcontractor's scope of work, (6) other documents listed in the Work Order; and (7) Modifications to this Agreement issued after execution of this Agreement. All of these are binding on the parties as if repeated herein. It is further agreed that by executing an individual Work Order, Subcontractor agrees that the Prime Contract between Contractor and Owner with respect to such Work Order are incorporated in this Agreement by this reference, with the same force and effect as if the same were set forth at length herein, and that Subcontractor and his subcontractors will be and are bound by any and all of said Prime Contract insofar as they relate in any part or in any way, directly or indirectly, to the work covered by the Work Order. With respect to each Work Order Subcontractor agrees to be bound to Contractor in the same manner and to the same extent as Contractor is bound to OWNER under the Prime Contract, and if reference therein is made to Contractor and the work or specification therein pertains to Subcontractor's trade, craft, or type of work, then such work or specification shall be interpreted to apply to Subcontractor instead of Contractor.

2.3. In the event of conflict in the Contract Documents, the provisions of this Agreement and the Dome General Subcontract Provisions shall govern. Drawings and specifications are complementary and are to be taken and interpreted in conjunction with each other. Upon



executing a Work Order, Subcontractor shall promptly report to Contractor in writing any discrepancies or errors which come to his attention in the Contract Documents.

2.4. The Contract Documents are to be interpreted neutrally as between Contractor and Subcontractor without favoring either party in case of ambiguity.

2.5. In addition, the following are specifically incorporated herein by reference and are part of this Agreement:

Contract Document to be listed here.

Addendum A	Master Agreement General Terms and Conditions & Design/Build Provisions
Addendum B	Subcontractor Insurance Requirements
Addendum C	Billing Requirements
Addendum D	Forms of Work Order, including any exhibits thereto.
Addendum E	Agreed Labor Rates, Mark-ups for Changes, Unit Prices and Allowances
Addendum F	Electronic Payment Form (ACH Enrollment for EFT Payments, if applicable)

III. CONTRACT PRICE

Subject to the limitations and other conditions contained in this Agreement and the Contract Documents, Contractor will compensate Subcontractor as specified in accordance with Paragraph IV, below, and as further set forth in the Work Orders. All applicable Federal, State and local taxes are deemed to be included in the Contract price. Unit prices, if any, are based upon approximate quantities and are subject to change in accordance with the Contract Documents. If the Project qualifies for a partial or full exemption of sales taxes, Subcontractor will exercise due diligence and make prompt application for any available sales tax exemptions. Subcontractor will cooperate with Dome and do all that is required to timely claim available tax credits..

IV PAYMENT SCHEDULE

4.1 Except for payments subject to the early payment discount as outlined in Section V, Subcontractor understands and agrees that all payments to the Subcontractor for the Work, are to be made from payments made by Owner from time to time to Contractor in respect of work performed by Subcontractor ("Project Funds"). Contractor shall make payments to Subcontractor within seven (7) days after receipt by Contractor of payment of Project Funds from Owner for the work of Subcontractor (or within such shorter period as may be required by law), provided Contractor has received the proper paperwork from Subcontractor i.e. application for payments, certified payroll, insurance certificates, MSDS, IIPP, conditional and unconditional lien releases and any other documentation required by the Contract Documents as a condition for payment. Any monies paid by Contractor to Subcontractor under the terms of this Agreement shall be impressed with a trust in favor of labor and materialmen furnishing labor and material to Subcontractor on the work herein subcontracted. In connection with each payment application, Subcontractor certifies that all required insurance remains in effect and that no notice of cancellation has been received by Subcontractor for any such insurance.

4.2 In the event Contractor is not paid by Owner any sum claimed due by Subcontractor as provided in the Prime Contract, then Contractor's obligation to make payment to Subcontractor with respect to the time for payment to Subcontractor shall, in addition to any other conditions set forth in the Contract Documents, be subject to the following conditions precedent:

4.2.1 If Contractor does not pay Subcontractor sums claimed due under the Subcontract as a result of nonpayment by the Owner, Contractor shall be granted a reasonable time to pursue such payment from Owner, including such time as may be required to prosecute an action, or arbitration, to judgment. If any such nonpayment is thereafter "finally adjudged" (as hereinafter defined) to have been justified due to a breach by Contractor of the Prime Contract, and such breach is not related to a breach of Subcontractor under the Contract Documents, then Contractor shall pay to Subcontractor such sum as is due under this Subcontract, inclusive of and limited to simple interest thereon at the average prime interest rate for the calendar year preceding the breach, plus 1% per annum, accruing from the date such sum would have been first due and owing to Contractor but for Contractor's breach. The term "finally adjudged" as used in this Paragraph (4.2.1) shall mean the date final judgment is entered in any action by Contractor against Owner for recovery of sums due under the Prime Contract.

4.2.2 If Contractor does not pay Subcontractor sums claimed due under the Subcontract as a result of nonpayment by the Owner and such nonpayment is caused by Owner's insolvency, bankruptcy, or lack of sufficient assets, or for reasons other than a breach by Contractor of the Prime Contract, then Subcontractor's right to payment shall be conditioned upon the passage of such time as may be reasonable and necessary for Contractor and Subcontractor to fully exercise and exhaust to final judgment their respective stop notice and mechanics lien rights and remedies for collection of sums unpaid by Owner, including during bankruptcy proceedings, together with the passage of such additional time as is reasonably necessary for execution by Contractor of any final judgment entered in its favor. Simple interest only on such sums as are due to Subcontractor shall accrue and be payable to Subcontractor at the average prime interest rate for the calendar year preceding the breach, plus 1% per annum commencing from the expiration of the reasonable time reserved to Contractor in this Paragraph 4.2.2 for recovery and collection from Owner

4.2.3 Subcontractor agrees to preserve and maintain its mechanics' lien and stop notice rights with respect to the project and to exercise and exhaust those rights in the event that Contractor does not pay Subcontractor sums due under the Subcontract as a result of payment default on the part of the Owner under the Prime Contract. Nothing contained herein shall be interpreted as releasing or waiving any statutory mechanic's lien, bond or stop notice right reserved to Subcontractor under the law. Contractor and Subcontractor mutually agree, to the maximum extent allowed by law, that each of them shall assume the risk of Owner insolvency to the extent of their respective



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interest in Project Funds. If Project Funds become unavailable due to Owner insolvency and Contractor's and Subcontractor's remedies for a mechanics lien or stop notice should prove insufficient to secure payment of outstanding amounts, any further payment obligation under this Agreement, beyond what may be available under such lien remedies, shall be excused.

4.3 Contractor shall retain from progress or other payments hereunder ten percent (10%) of the amount due until final acceptance of the work by the Architect and Owner and until seven (7) days after Contractor's receipt of final retention payment from the Owner. All billings for work performed during a calendar month shall be made on Contractor's standard form "Subcontractor Progress Payment Request" and "Conditional Waiver and Release Upon Progress Payment" and must include a schedule of values itemizing in detail work completed and materials and equipment put in place during such month. No other form of payment request will be accepted. Payment requests must be delivered electronically to Contractor no later than the Billing Date outlined in the Work Order. All payment requests received after the Billing Date of the month will be included in the contractor's following month's payment request.

4.4 Subcontractor, if a project requirement and or requested by Contractor, shall furnish certified copies of all payrolls, and documentation sufficient to apprise Contractor that Subcontractor and its subcontractors are current and in full compliance in making payment of wages, fringe benefits, health and welfare contributions, pension fund contributions, and union trust fund contributions, or other benefit payments or contributions owed on account of labor performed on the Project within the scope of work of this Agreement. Contractor reserves the right to require mechanics' lien, stop notice, materialmen and bond claim release (including releases from lower tier subcontractors) and payment affidavits in duplicate with each application for progress payments and on final payment. Contractor also reserves the right to require Subcontractor to execute an Unconditional Waiver and Release form as to previously paid progress payments. No payment will be made until required releases and affidavits have been received and approved by Contractor.

4.5 Unless otherwise provided in the Contract Documents, payment applications may include materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if allowed in the Contract Documents and approved in advance by the Contractor, payment applications may similarly include materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by Subcontractor of bills of sale or such other procedures satisfactory to Contractor to establish Owner's title to such materials or equipment or otherwise protect Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.

4.6 Contractor may withhold or, on account of subsequently discovered evidence, may nullify, the whole or part of any payment to protect Contractor from loss on account of (i) defective work not remedied; (ii) third party claims filed or reasonable evidence indicating probable filing of such claims; (iii) failure of Subcontractor to make payments properly to its subcontractors, or failure of Subcontractor or its subcontractors of any tier to make any required payments of wages, or fringe benefits, or required contributions on any employee's behalf, or for materials, equipment, labor or fringe benefits; (iv) reasonable doubt that the work under this agreement can be completed for the balance of the Subcontract Price then unpaid; (v) damage to Contractor, a separate contractor or another subcontractor; (vi) reasonable doubt that the work under this agreement can be completed within the time required herein and that the balance of the subcontract price then unpaid would be sufficient to cover the actual or liquidated damages resulting from the anticipated delay; (vii) penalties assessed against Contractor or Subcontractor on account of Subcontractor's failure to comply with state, federal or local laws and regulations; (viii) persistent failure to carry out the work under this Subcontract in accordance with the Contract Documents; or (ix) any other ground for withholding payment allowed by state or federal law, or as otherwise provided in this Subcontract. When the reason(s) for withholding payment is/are rectified, such amounts as are then due and owing shall be paid or credited to Subcontractor.

4.7 The parties agree that Contractor will make progress payments through the Electronic Clearing House System directly to Subcontractor's account. Subcontractor will execute an appropriate authorization for direct deposits. Contractor reserves the right to make payment by joint check or by direct check to Subcontractor's materialmen or sub-subcontractors or to any other person or entity who has performed work or furnished materials under this Subcontract and may have a claim or a right of action against Contractor, Contractor's Surety, or the project under any law; provided, however, that Contractor shall not be obligated to exercise the right reserved herein for the benefit of any person or entity other than itself. Subcontractor agrees that Contractor shall have the right to determine the manner in which payment shall be made. All funds received by Subcontractor to pay its lower-tier subcontractor and material suppliers are held in trust for the benefit of said lower-tier subcontractors and suppliers. Any contract balance owed to subcontractors is "not actually earned" until all lower-tier subcontractors and suppliers are paid on current invoices.

4.8 Any payment made hereunder prior to completion and acceptance of the work shall not be construed as evidence or acknowledgement of proper completion of any part of Subcontractor's work.

4.9 Payments made to Subcontractors will be made electronically. Subcontractors will be required to provide information to allow Contractor to pay Subcontractor electronically.

V. EARLY PAYMENT DISCOUNT

The parties recognize that early payment of invoices presents a substantial benefit to Subcontractor. As part of the early payment program, Subcontractor must submit a contract compliant invoice, signed Change Orders for any Change Orders that are included in the payment application, and all applicable releases ("Complete Documentation") not later than the 15th day of the month immediately following the applicable billing period. Subcontractor acknowledges that failure to timely submit Complete Documentation will result in a delay in the early payment, but the discount will still apply, as follows: Contractor and Subcontractor agree that if Dome makes payment of any invoice on or before the 15th day of the month immediately following the applicable billing period, or within two working days of Subcontractor's submission of Complete Documentation, the Contract Sum will be reduced by an amount equal to three percent (3%) of the invoice amount. The discount will be applied to the invoice as it is paid. The discount will not apply to any portion of an invoice held back as retention. Early payment may be made by Dome in its sole discretion with respect to some, all, or none of the invoices throughout the project with the discount applying only to such invoices that are paid early as provided herein.



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VI. DIGITAL PROTOCOL

6.1 Intent to Exchange and Maintain Documents Electronically. The Parties agree that, except as specifically required by the Contract Documents, or as might be specifically requested by Contractor, Contract Documents, lien releases, waivers, writings, information, communications, meeting agendas, notes, minutes, product data, shop drawings, submittals, requests for information, notices, applications for payment, as-built drawings, change orders and other Project data (collectively "Project Documents") will be exchanged, stored, and maintained in digital format (the "Digital Data"). Signatures will be made by electronic methods to the fullest extent permitted by applicable law. The Parties warrant that all Project Documents electronically transmitted are genuine, authentic, and authorized, and each Party shall exercise reasonable diligence and care to maintain and store such documents in a reliable, safe, and unaltered manner. Except as provided in the Contract Documents electronically transmitted Project Documents shall be considered original documents if transmitted in an acceptable electronic format.

6.2. Communications transmitted electronically are presumed received if sent in conformance with this Article. Unless otherwise granted in a separate license, the receiving party's use, modification, or further transmission of the Digital Data, as provided in the Agreement, is specifically limited to the design and construction of the Project in accordance with the Contract Documents and the Digital Protocol set forth herein. The receiving party shall indemnify and defend the transmitting party from and against all claims arising from or related to the receiving party's modification to, or unlicensed use of, the Digital Data. Subcontractor will cooperate with Contractor and assist Contractor in the proper documentation of Project progress as Contractor may reasonably request. As part of its documentation, Contractor may maintain project related websites, which may include photographs and/or video of Subcontractor's work, procedures, and personnel and Subcontractor consents to such use.

VII. EFFECTIVE DATE

This Master Agreement will be effective and will govern all work performed by Subcontractor for Contractor on any and all projects whatsoever from the effective date of execution indicated below, signed by Dome Construction, for a period of two years, unless modified by the Parties at an earlier date. The persons executing this Master Agreement represent and warrant that they have the authority to duly bind their respective companies to this Master Agreement for the duration indicated.

IN WITNESS WHEREOF: The parties hereto have executed the Agreement for themselves, their heirs, executors, successors, administrators and assignees on the day and year first above written.

SUBCONTRACTOR:

CONTRACTOR:

UNIQUE ELEVATOR INTERIORS

DOMESTRUCTURE CORPORATION

LICENSE No.: _____

LICENSE No.: **B464986**

BY: _____
SIGNATURE

BY: _____
SIGNATURE

BY: Duane Bolt
PRINT NAME

Project Manager
TITLE

BY: Dir Technical Sales
PRINT NAME

TITLE

DATE: _____

DATE: _____

CORPORATION _____

PARTNERSHIP _____

PROPRIETORSHIP _____

LIMITED LIABILITY COMPANY X

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the registrar of the board, whose address is: CONTRACTOR STATE LICENSE BOARD, P.O. Box 26000, Sacramento, CA 95826



ADDENDUM A—General Subcontract Provisions

1. INSURANCE

1.1 Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, in companies acceptable to Contractor, as provided for in Addendum B - Subcontractor Insurance Requirements, which is incorporated herein as though fully set forth.

1.2 Subcontractor shall maintain all of the insurance required by Addendum B until the work under this Agreement is fully completed and accepted. Failure of Contractor to enforce in a timely manner any of the provisions of this Section 1 and Addendum B shall not act as a waiver of enforcement of any of these provisions at a later date in the performance of this Agreement. Any exceptions to the provisions of this Section must be delineated in the Contract Documents.

2. INDEMNIFICATION

2.1 Subcontractor's Performance. With the exception that this Section 2 shall in no event be construed to require indemnification by Subcontractor to a greater extent than permitted under the public policy of the State of California, Subcontractor shall indemnify, defend and hold harmless Owner, Contractor, and any other entities required to be indemnified by Contractor under the Contract Documents, including their officers, agents, employees, affiliates, parents and subsidiaries, and each of them, of and from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liability, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or in connection with Subcontractor's operations to be performed under this Agreement for, but not limited to:

- (a) Personal injury, including, but not limited to, bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Subcontractor, Owner, Contractor, or any other subcontractor and/or damage to property of anyone (Including loss of use thereof), caused or alleged to be caused in whole or in part by any negligent act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable.
- (b) Damages and penalties imposed on account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute, caused by the action or inaction of Subcontractor.
- (c) Infringement of any patent rights which may be brought against the Contractor or Owner arising out of Subcontractor's work.
- (d) Claims and liens (see Section 7) for labor performed or materials used or furnished to be used on the job, including all incidental or consequential damages resulting to Contractor or Owner from such claims or liens.
- (e) Subcontractor's failure to fulfill the covenants set forth in each subpart of Section 9, Labor Relations.
- (f) Failure of Subcontractor to comply with the provisions of Addendum B, Subcontractor Insurance Requirements.
- (g) Any violations or infraction by Subcontractor of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees, including, but not limited to, the use of Contractor's or other's equipment, hoist, elevators, or scaffolds.
- (h) All claims, complaints, withholdings, or any other legal matters related to any debt owed to a wage claimant employed by Subcontractor or any lower tiered subcontractor operating under its direction or any debt owed to a third party on a wage claimant's behalf and for any violation of Industrial Welfare Commission Wage Order No. 16-2001 and/or any provision of the California Labor Code by Subcontractor or any lower tiered subcontractor operating under its direction.

Such indemnity provisions apply to the fullest extent permitted by law, regardless of any passively negligent act or omission of Contractor, or its agents or employees. Subcontractor, however, shall not be obligated to indemnify Contractor for Claims arising from the active negligence, sole negligence, or willful misconduct of Contractor, or its agents, employees or independent contractors who are directly responsible to Contractor, or for defects in design furnished by such persons, or for Claims that do not arise out of the Work.

2.2 Subcontractor's Indemnification and Defense of Owner and Others. With the exception that this Section 2.2 shall in no event be construed to require indemnification by Subcontractor to a greater extent than permitted under the statutes or public policy of the State of California, Subcontractor shall defend, indemnify and save harmless Owner, including its officers, directors, partners, joint venturers, agents, employees, affiliates, parents and subsidiaries, and each of them, as well as any other persons that Contractor is required to indemnify and defend under the Contract Documents, of and from any and all Claims, to the same extent that Contractor is required to defend and/or indemnify Owner and such other persons, but only with respect to Claims arising out of or in connection with Subcontractor's performance under this Subcontract.

2.3 Defense of Claims

- (a) With respect to any Claims against Contractor as to which Subcontractor may owe a defense obligation, Subcontractor, having considered its options available at law, hereby elects to proceed under California Civil Code Section 2782(e)(2), and further agrees that upon final resolution of any such Claim, any reimbursement for defense fees and costs previously paid by Subcontractor shall be governed by such provisions of the California Civil Code and the provisions of Section 23.
- (b) Subcontractor shall at its own cost, expense and risk, defend (with counsel designated by Contractor) all Claims as defined in Section 2.1 that may be brought or instituted by third persons, including, but not limited to, governmental agencies or employees of Subcontractor against Contractor, subject to the provisions of Civil Code Sections 2782(e)(2) and/or 2782.05(e)(2).



(c) Subcontractor shall reimburse Contractor, its agents or employees for any and all legal expense incurred by any of them in connection herewith or in enforcing the indemnity granted in this Section 2

2.4 Risk of Loss. All work covered by this Agreement and all Work Orders done at the site or in preparing or delivering materials or equipment, or any or all of them, to the site shall be at the risk of Subcontractor exclusively until the completed work is accepted by Contractor.

2.5 No Limitation of Liability. The indemnities set forth in this Section 2 shall not be limited by the insurance requirements set forth in Section 1.

3. BONDING OF SUBCONTRACTOR

Concurrently with the execution of a Work Order, or at any time during its performance, Subcontractor shall, if required by Contractor, execute a Labor and Material Bond and Faithful Performance Bond, in an amount to be designated by Contractor but not exceeding 100% of the Contract Price set forth in the Work Order. Said bonds shall be executed by a corporate surety acceptable to Contractor and shall be in a form satisfactory to Contractor. Contractor will reimburse Subcontractor for the premium paid by Subcontractor on said bonds up to 2% of the Contract Price. Subcontractor's failure to post a faithful performance or labor and material bond when requested shall constitute a material breach of this Agreement and is cause for termination of this Agreement.

4. TIME

4.1 Time is of the essence of this Agreement. By executing a Work Order, Subcontractor affirms that Subcontractor has, or can obtain, all materials, equipment, manpower, etc. necessary to avoid any delays in the construction schedule. Contractor shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors and, in general, all matters representing the timely and orderly conduct of the work of Subcontractor on the premises. It shall be Subcontractor's obligation to conform to Contractor's progress schedule, as revised from time to time. Subcontractor shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details, samples, and do all other things necessary and incidental to the prosecution of this work in conformance with said progress schedule. He shall coordinate the work covered by this Agreement with that of all other contractors, subcontractors, suppliers and of the Contract, in a manner that will facilitate the efficient completion of the entire work. In the event Subcontractor fails to maintain his part of the Contractor's schedule, he shall, without additional compensation, accelerate the work as Contractor may direct until Subcontractor's work is in accordance with such schedule.

4.2 Should Subcontractor be delayed in the prosecution or completion of the work by the sole act, neglect, or default of Owner, of Architect, or of Contractor, or should Subcontractor be delayed waiting for materials, if required by this Contract to be furnished by Owner or Contractor, or by damage caused by fire or other casualty for which Subcontractor is not responsible, or by the combined action of the workmen, in no way caused by, or resulting from default or collusion on the part of Subcontractor, or in the event of a lockout by Contractor, then the time herein fixed for the completion of the work shall be extended the number of days that Subcontractor has thus been delayed, but no allowance or extension shall be made unless a claim therefore is presented in writing to the Contractor within 48 hours of the commencement of the occurrence of the cause for such delay, and under no circumstances shall the time of completion be extended to a date which will prevent Contractor from completing the entire project within the time the Owner allows Contractor for such completion. Failure to provide such written notice of claim will waive Subcontractor's right to an extension of time.

4.3 No claims for additional compensation or damages for delays, whether in the furnishing of materials by Contractor, or delays by other subcontractors or Owner, will be allowed by the Contractor, and said extension of time for the completion shall be the sole remedy of Subcontractor; provided, however, that in the event, and in such event only, that Contractor obtains additional compensation from Owner on account of such delays, Subcontractor shall be entitled to such portion of the additional compensation so received by Contractor from Owner as is equitable under all of the circumstances. Nothing herein contained shall require Contractor to make any claim against Owner for such delays, and it is specifically agreed that the failure of Contractor to prosecute any such claim against Owner shall not entitle Subcontractor to any claim for damages against Contractor.

4.4 In the event that Contractor prosecutes a claim against Owner for additional compensation for any delay, Subcontractor shall cooperate fully with Contractor in the prosecution thereof and shall pay costs and expenses incurred in connection therewith, including actual attorneys' fees, to the extent that said claim is made by Contractor at the request of Subcontractor.

5. CHANGES IN THE WORK

5.1 The parties agree that Contractor has the right to make changes, additions and/or omission in the Work as Contractor may deem necessary, upon written order to Subcontractor regardless of whether the Work or any portion of it has been completed. Upon receipt of a properly executed written directive from Contractor, Subcontractor agrees to make any and all changes, furnish the materials and perform the work that Contractor may require, without nullifying this Agreement or the applicable Work Order, at a reasonable addition to, or reduction from, the Contract Price stated herein, and pro rata to the same. A DIRECTIVE SHALL BE DEEMED PROPERLY EXECUTED IF, AND ONLY IF, IT IS IN WRITING AND IT HAS BEEN EXECUTED BY Contractor's PROJECT MANAGER, PROJECT ENGINEER OR PROJECT SUPERINTENDENT. Subcontractor shall adhere strictly to the plans and specifications set forth in the Work Order and the Contract Documents unless a change directive authorizing a deviation is received in writing. Upon execution of a Work Order, under no conditions shall Subcontractor make any changes in the Work, either as additions or deductions, without the written order of the Contractor, and Contractor shall not pay any extra charges made by the Subcontractor that have not been agreed upon in writing by Contractor in the manner described above. Disputed work shall be performed as ordered in writing by the Contractor and the proper cost or credit breakdowns therefore shall be submitted without delay by Subcontractor to Contractor.



5.2 If necessary, the contract price stated in the Work Order and the time for Subcontractor's performance set forth in the Work Order shall be adjusted by appropriate additions or deductions mutually agreed-upon before Subcontractor performs the changed work. Subcontractor shall supply Contractor with its proposal for addition or deletion from the subcontract price or time (a "Modification Proposal") within (5) five days or earlier, if required by Contract Documents after receipt of Contractor's written directive. The Modification Proposal will include all documentation necessary to substantiate the claimed increase in the subcontract price or subcontract time, or the proposed credit. The Modification Proposal will include all costs relating to the modification, including all direct and indirect costs of any kind and it will be priced in accordance with any limitations contained in the Contract Documents (including the limitation in Section 4, above). If Subcontractor fails to submit a Modification Proposal within (5) days after receipt of a request for a Modification Proposal, or a written directive for changed work, then Contractor, in its sole discretion, may issue a unilateral change order which will fix the addition or deduction to the Contract Price and/or the Contract Time. If Subcontractor does not (a) object in writing to a unilateral change order within (5) five days after a unilateral change order is issued and (b) submit a claim in strict accordance with paragraph 5.5, below, then the Subcontractor agrees that the unilateral change order will become binding on the parties even though it may not be signed or acknowledged by the Subcontractor. If Contractor and Subcontractor cannot agree on the amount of the addition or deletion, Subcontractor shall nonetheless timely perform the work as changed by Contractor's written direction. Once Subcontractor receives Contractor's written direction, Subcontractor is solely responsible for timely performance of the work as changed by the written direction.

5.3 Subcontractor will be paid for properly executed changes in the Work at the agreed price thereof and as payment is received in accordance with the payment provisions set forth in Article 7 of this Agreement, or if the price is not agreed upon, the Contractor may estimate the value of such work, issue a unilateral change order and pay for the completed portion of such work based upon such unilateral change order.

5.4 Subcontractor shall not make any changes in the Work, or in any way cause or allow that Work to deviate from the Contract Documents, without a properly executed written directive from Contractor. If Subcontractor makes any changes in the Work without a properly written directive from Contractor, such change constitutes an agreement by Subcontractor that he will not be paid for the changed work, even if he received verbal direction from Contractor in any form of direction, written or otherwise, from Owner, or any other person or entity. In addition, Subcontractor shall be liable for any and all losses, costs, expenses, damages, fees and liability of any nature whatsoever associated with or in any way arising out of any such change he makes without a properly executed written directive from Contractor.

5.5 If a dispute arises between Contractor and Subcontractor including disputes about whether particular work is a change in the Work; over the amount of compensation for a change in the Work; or the amount of adjustment to the contract time (collectively "Disputed Work") then Subcontractor shall timely perform the Disputed Work, upon written direction to do so from Contractor, and may give written notice of a claim for additional compensation or time for that work. Subcontractor shall give written notice of a claim for the Disputed Work within 48 hours after receiving a properly executed written directive from Contractor to perform such Disputed Work or prior to commencement of the Disputed Work, whichever is sooner. Within 30 days after commencement of any Disputed Work, Subcontractor will submit a written claim for all costs incurred on account of the Disputed Work up to the date of submission indicating the percentage of the work completed as of that date in the manner required by the Contract Documents. Subcontractor will submit daily cost records for such work to Contractor's project manager, project engineer, or project superintendent as the Disputed Work is performed. The Contractor's signature on daily cost records presented by Subcontractor constitutes an agreement that the Disputed Work was done, but does not by itself constitute an agreement that Subcontractor is entitled to an adjustment in the contract sum or time. Under no circumstances will Contractor's signature on any cost records presented by Subcontractor alter or supersede any of the terms or conditions of this Agreement. Any conflicting terms or conditions on Subcontractor's forms presented for signature at the project site are of no force and effect. If Disputed Work extends for a longer period than 30 days, Subcontractor will continue to document additional costs and time as required and will provide a claim update every 30 days. Subcontractor's failure to give written notice within the 48 hour period or to submit a written claim within 30 days or to provide a claim update, constitutes an agreement by Subcontractor that it will receive no extra compensation and no additional time for the Disputed Work and a waiver of any right to seek additional compensation or time.

5.6 If Subcontractor makes a valid and timely claim in accordance with the Contract Documents relating to any act, omission, fault, neglect or modification of Owner then, to the extent Subcontractor's claim arises out of events for which Contractor is entitled to extra cost or time under the provisions of the Prime Contract, Contractor's duty to Subcontractor is limited to passing on claims to the Owner and Subcontractor will be bound by Owner's determination and any adjustment in the Contract Price or Time shall be made only to the extent allowed by Owner, less Contractor's mark-up. Subcontractor will bear its pro-rata share of all costs required to process claims to the Owner.

5.6.1 Except for Disputed Work that is proven to be the sole responsibility of Contractor, the maximum amount of any adjustment to the Contract Price or Time arising out of Disputed Work pursuant to this Section shall be the lesser of (1) the increase to the Contract Price or Time that is granted to Contractor by the Owner for Subcontractor's portion of the Disputed Work after deduction of Contractor's costs, including overhead and profit or (2) the costs established through Subcontractor's cost records or Time established by Subcontractor and Contractor's daily reports and schedule. Subcontractor's failure either to give timely written notice of a claim as described above or to submit the required records constitutes an agreement by Subcontractor that there will be no adjustment to the Contract Price or Time on account of the Disputed Work. There will be no adjustment to the Contract Price or Time unless the procedure outlined herein is strictly followed.

5.7 The Contractor reserves the right to perform changes in the Work with its own forces and to award contracts to others to complete changes in the Work.

5.8 No change, alteration, or modification to or deviation from this Agreement, the Contract Documents, Prime Contract, plans, or specifications, whether made in the manner provided in this provision or not, shall release or exonerate, in whole or in part, any bond or any surety on any bond given in connection with this Agreement, and no notice is required to be given to such surety of any such change, alteration, modification, or deviation.



6. DAMAGES CAUSED BY DELAYS

6.1 If Subcontractor should default in performance of the Work or should otherwise commit any act which causes delay to the prime contract work, Subcontractor shall be liable for all losses, costs, expenses, liabilities and damages, including consequential damages and liquidated damages sustained by Contractor, or for which Contractor may be liable to Owner or any other party because of Subcontractor's default.

6.2 Subcontractor shall not be liable under this paragraph if such default is caused by strikes, lockouts, Acts of God, or other reasons beyond the control of Subcontractor, concerning which, however, notice of occurrence of same shall be given in writing immediately by Subcontractor to Contractor. In no event, however, shall Subcontractor be entitled to damages for delays for events arising under this Section 6.2, unless and to the extent the Contractor is entitled to damages under the provisions of the Prime Contract.

7. LIENS

7.1 Subcontractor shall at all times indemnify, defend and hold Contractor and Owner harmless against all liability for claims and liens for labor performed or materials used or furnished to be used in connection with any Work Order, including any costs and expenses for attorney's fees, and all incidental or consequential damages resulting to Contractor or Owner from such claims or liens. Further, in case suit on such claim is brought, Subcontractor shall defend said suit at this own costs and expense, and will pay and satisfy any such lien or judgment as may be established by the decision of the court in said suit. Subcontractor agrees within ten (10) days after written demand from Contractor to cause the effect of any suit or lien to be removed from the premises, and, in the event Subcontractor shall fail to do so, Contractor is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed and the cost thereof, together with reasonable attorney's fees, shall be immediately due and payable to Contractor by Subcontractor and fees and costs not paid may be collected from Subcontractor or deducted from the amounts otherwise to be paid to Subcontractor under this Agreement. Subcontractor may litigate any such lien or suit provided he causes the effect thereof to be removed, promptly in advance, from the premises, and shall further do such things as may be necessary to cause Owner not to withhold any monies due to Contractor from Owner by reason of such liens or suits.

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

8. RECOURSE BY Contractor

8.1 Failure of Performance, Notice to Cure, Remedies. If Subcontractor at any time refuses or neglects to supply enough properly skilled workers and proper materials, or fails to properly and diligently prosecute the work covered by any Work Order, or fails to make prompt payment to his workers, sub-contractors or suppliers, or becomes delinquent with respect to contributions or payments required to be made to any health and welfare, pension, vacation, apprenticeship or other employee-benefit program or trust, or is otherwise guilty of a material breach of a provision of this Agreement, and fails within forty-eight (48) hours after receipt of written notice to commence and continue satisfactory correction of such default with diligence and promptness, then Contractor, without prejudice to any rights or remedies, shall have the right to any or all of the following remedies:

- (a) supply such number of workers and quantity of materials, equipment and other facilities as Contractor deems necessary for the completion of Subcontractor's work, or any part thereof which Subcontractor has failed to complete or perform, and charge the costs thereof to Subcontractor, who shall be liable for the payment of same including reasonable overhead, profit, and actual attorney's fees incurred as a result of Subcontractor's failure of performance.
- (b) contract with one or more additional contractors to perform such part of Subcontractor's work as Contractor shall determine will provide the most expeditious completion of the total work and charge the cost thereof to Subcontractor; and
- (c) withhold payment of any monies due Subcontractor under any or all Work Orders, pending corrective action, to the extent required by and to the satisfaction of Contractor.

8.2 In the event of an emergency affecting the safety of persons or property, Contractor may proceed as above without notice.

8.3 Termination for Default. If Subcontractor fails to commence and satisfactorily continue correction of a default within forty-eight (48) hours after receipt by Subcontractor of the written notice issued under Section 8.1.(a), then Contractor may terminate Subcontractor's right to perform under this Agreement and use any materials, implements, equipment, appliances or tools furnished by or belonging to Subcontractor to complete Subcontractor's work without any further compensation to Subcontractor for such use. Contractor also may furnish those materials and equipment, and/or employ such workers or subcontractors as Contractor deems necessary to maintain the orderly progress of the work.

- (a) In such case, Subcontractor shall be entitled to no further payment until the balance of Subcontractor's work has been completed. At that time, all of the costs incurred by Contractor in performing Subcontractor's work, including a markup of ten percent (10%) for overhead and five percent (5%) for profit on such expenses, plus actual attorneys' fees as provided above, shall be deducted from any monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any amount by which such expenses may exceed the unpaid balance of the Contract price.

8.4 Termination for Convenience. Contractor may, at any time and for any reason, terminate Subcontractor's services and work at Contractor's convenience. Cancellation shall be by service of written notice to Subcontractor's place of business.

- (a) Upon receipt of such notice, Subcontractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to Contractor, or, at the option of Contractor,



give Contractor the right to assume those obligations directly, including all benefits to be derived there from. Subcontractor shall thereafter do only such work as may be necessary to preserve and protect the Work already in progress and to protect material and equipment on the job-site or in transit thereto.

(b) Upon such termination, Subcontractor shall be entitled to payment in accordance with Article 7 only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Subcontractor as are permitted by the Prime Contract and approved by Owner; plus (3) fifteen percent (15%) of the cost of the work or as allowed in Prime Contract, whichever is less, referred-to in subparagraph (1) above, for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Subcontractor prior to the date of the termination of this Agreement. Subcontractor shall not be entitled to any claim or claim of lien against Contractor or Owner for any additional compensation or damages in the event of such termination and payment

(c) Prime Contract Termination Prior to Completion. In the event the Prime Contract is terminated prior to its completion with respect to any Work Order, Subcontractor shall be entitled only to payment for the work actually completed by it at the pro-rata of the price therein set forth unless Contractor itself receives additional compensation or damages on account of such termination, in which event, Subcontractor shall be entitled to such proportion of the additional compensation or damages actually received as is equitable under all of the circumstances. Nothing herein contained shall require Contractor to make any claim against Owner for such additional compensation or damages in the event of termination before completion, and it is specifically agreed that the failure of Contractor to prosecute any such claim against Owner shall not entitle Subcontractor to any claim for additional compensation or damages against Contractor.

(d) Grounds for Withholding Payment. Contractor may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment to the extent necessary to protect Contractor from loss, including costs and attorneys' fees, on account of (1) defective work not remedied; (2) claims filed or reasonable evidence indicating probable filing of claim; (3) failure of Subcontractor to make payments properly to his subcontractors or for material, labor or fringe benefits; (4) a reasonable doubt that any Work Order can be completed for the balance then unpaid; (5) damage to another subcontractor; (6) failure of Subcontractor to provide to Contractor all required documentation including all required lien releases, certificates of insurance and any other documentation required as a condition precedent to Subcontractor's right to payment under this Agreement; (7) penalties assessed against Contractor or Subcontractor for failure of Subcontractor to comply with State, Federal or local laws and regulations; or (8) any other ground for withholding payment allowed by State or Federal law, the Prime Contract or as otherwise provided in this Agreement. When the above matters are rectified, such amounts as are then due and owing shall be paid or credited to Subcontractor.

(e) Lower-Tier Subcontractors' and Suppliers' Agreement. Subcontractor shall include a provision in its contracts with lower-tier subcontractors and material suppliers that in the event of a default by the subcontractor, Contractor has the right to hold the lower-tier subcontractors and suppliers to their agreements to furnish the work at the agreed-upon contract prices.

8.5 Bankruptcy.

(a) Termination Absent Cure. Upon the appointment of a receiver for Subcontractor or upon Subcontractor making an assignment for the benefit of creditors, or if Subcontractor seeks protection under the Bankruptcy Code or commits any other act of insolvency, Contractor may terminate this Agreement upon giving forty-eight (48) hours' written notice, by certified mail, to Subcontractor and its surety, if any. If an order for relief is entered under the Bankruptcy Code with respect to Subcontractor, Contractor may terminate this Agreement by giving forty-eight (48) hours' written notice, by certified mail, to Subcontractor, its trustee, and its surety, if any, unless Subcontractor, the surety, or the trustee: (i) promptly cures all defaults; (ii) provides adequate assurance of future performance; (iii) compensates Contractor for actual pecuniary loss resulting from such defaults; and (iv) assumes the obligations of Subcontractor within the statutory time limits.

(b) Interim Remedies. If Subcontractor is not performing in accordance with the schedule of work at the time of entering an order for relief, or at any subsequent time, Contractor, while awaiting the decision of Subcontractor or its trustee to reject or to accept this Agreement and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Section as are reasonably necessary to maintain the schedule of Work.

(c) Contractor may offset against any sums due or to become due Subcontractor all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit and actual attorneys' fees incurred as a result of Subcontractor's non-performance.

(d) Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract Price.

8.6 Joint Checks. With respect to any and all payments to be made by Contractor to said Subcontractor under this Agreement, Contractor, at his option, may issue joint checks payable to Subcontractor or any tier Subcontractor or supplier and any Employee Fringe Benefit Trusts to the extent necessary to assure that payments required from Subcontractor or any of his subcontractors with respect to work performed under this Agreement are paid.

9. LABOR RELATIONS

9.1 Employment of labor by Subcontractor shall be effected under conditions which are satisfactory to Contractor. Subcontractor shall, if requested to do so by Contractor, replace any employee whom Contractor determines to be undesirable. Subcontractor shall keep a representative at the job-site during all times when Subcontractor's work is in progress, and such representative shall be authorized to represent Subcontractor as to all phases of the work. Prior to commencement of the work, Subcontractor shall notify Contractor in writing who Subcontractor's representative is to be, and, in the event of any change of representative, Subcontractor shall notify Contractor in writing who the new representative is to be prior to such change becoming effective.



9.2 Subcontractor acknowledges that Contractor has entered into labor agreements covering work at its construction jobsites with the labor unions listed below. Subcontractor hereby expressly agrees that all of the provisions of the applicable labor agreements are incorporated into this Agreement as if they were set forth in their entirety.

9.3 Subcontractor agrees to comply with all of the terms and conditions of any labor agreement applicable to its Work, including those labor agreements set forth below as if it were a party to said agreements including signatory status if required. Subcontractor further agrees to pay the wage rates, make the required trust fund payments into all applicable labor trust funds, and observe the hours and all other terms and conditions set forth in the respective labor agreements referenced below. In addition, Subcontractor agrees to be responsible for all wage payments, fringe benefits, and required contributions owed by Subcontractor and any independent contractor employed by Subcontractor. Subcontractor agrees to comply with the terms and provisions of said agreements setting forth the grievance and arbitration provisions. Furthermore, Subcontractor agrees to comply with the terms and provisions of said agreements setting forth the jurisdiction and scope of work therein for resolution of jurisdictional disputes. In the absence of any such procedure or if such procedure fails to promptly resolve the jurisdictional dispute, Subcontractor agrees, at its own cost and expense and upon request by Contractor, to take any and all lawful steps to secure a binding and final determination of said jurisdictional dispute by the National Labor Relations Board.

9.4 Subcontractor acknowledges that terms and conditions of the labor agreements with the unions listed herein below may require that Subcontractor comply with additional labor agreements with unions affiliated with the AFL-CIO and/or the United Brotherhood of Carpenters and Joiners of America but not listed herein. When the terms and conditions of the below-referenced labor agreements so require, Subcontractor shall perform its jobsite work pursuant to all terms and conditions of an appropriate labor agreement with a union affiliated with the AFL-CIO and /or the United Brotherhood of Carpenters and Joiners of America.

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

9.6 Subcontractor further promises and agrees that it will bind and require all of its subcontractors and their subcontractors performing jobsite work of the type covered by any of the labor agreements specified below to agree to all of the foregoing promises and undertakings, to the same effect as herein provided with respect to Subcontractor.

9.7 Subcontractor shall comply with all equal employment opportunity and affirmative action requirements as outlined in Provision 25, "Indemnity Clause for Affirmative Action" of these General Subcontract Provisions. Subcontractor shall comply with and agrees to be bound by all applicable Federal, State and local laws, rules, ordinances, codes and regulations, including, but not limited to, all Fair Labor Standards Act provisions and California Labor Code provisions covering the work. Upon request, Subcontractor agrees to submit certified payroll reports to Contractor no later than three (3) working days after labor has been paid.

9.8 Labor Agreements: The Contractor is signatory to the following labor agreements covering work on this Project: CARPENTERS and LABORERS.

10. LAYOUT RESPONSIBILITY

Contractor shall establish principal axis lines and levels whereupon Subcontractor shall lay out and shall be strictly responsible for the accuracy of his work and for any loss or damage to other contractors engaged in work on the site by reason of failure of Subcontractor to set out or perform his work correctly. Subcontractor shall exercise prudence so that actual final conditions and details shall result in perfect alignment of finish surfaces.

11. WORKMANSHIP

Every part of the work herein described shall be executed in strict accordance with the Contract Documents, in the most sound, workmanlike, and substantial manner. All workmanship shall be of the best of its several kinds, and all materials used in the work herein described shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work, and shall be new and the best of their respective kinds, except such materials as may be expressly provided in the Contract Documents to be otherwise.

12. PROVISION FOR INSPECTION

Subcontractor shall furnish to Contractor and its representatives ample facilities at all times for inspecting materials at the site of construction, at the shops, or any place where materials under this Agreement may be in course of preparation, process, manufacture or treatment. Subcontractor shall further furnish to Contractor as often as required, full reports of the progress of the work at any place where materials under this Agreement may be in the course of preparation of manufacture, said reports to show the progress of such preparation and manufacture in such details as may be required by Contractor, including any plans, drawings, or diagrams in course of preparation.

13. MATERIALS FURNISHED BY OTHERS

In the event the scope of work includes installation of materials or equipment furnished by others, it shall be the responsibility of Subcontractor to examine the items so provided and thereupon handle, store and install the items with such skill and care as to ensure a satisfactory installation. Loss or damage due to acts of Subcontractor shall be charged to the account of Subcontractor and deducted from monies due under this Agreement.

14. PROTECTION OF WORK

Commencement of work by the Subcontractor shall constitute its acceptance of the condition of related work. Subcontract shall take all due care not to damage the work of others, and if Subcontractor does damage the work of others, Subcontractor will bear the expense of



repairing such damage. Subcontractor assumes final responsibility to protect the Work done hereunder and bears all risk of loss or damage to its Work, materials and equipment delivered to or incorporated in the site until acceptance by Owner, Contractor, and Architect subject only to Subcontractor's rights, if any, as an insured on the Project Builders Risk insurance. If the Builders Risk insurance purchased by the Owner or Contractor provides coverage for Subcontractor for loss or damage to Subcontractor's work, then Subcontractor agrees to be responsible for the insurance policy deductible amount up to \$10,000. Subcontractor will promptly repair or replace any damaged Work until final acceptance by Owner and Architect. If Subcontractor's Work is damaged by Contractor before final acceptance by Owner, then Contractor will reimburse Subcontractor the direct cost (without mark-up) of repairing or replacing such Work. If Subcontractor's Work is damaged by anyone else in privity with Contractor before final acceptance by Owner, Contractor will assist Subcontractor in recovering such loss from the appropriate party, but Subcontractor will make no claim directly against Contractor for the cost of repair or replacement. If damage to Subcontractor's Work, prior to final acceptance, is caused by an unknown event or party, Subcontractor accepts the risk of such loss and will make no claim to Contractor for the cost of repair or replacement.

15. SUBCONTRACTOR PRE-QUALIFICATION

Subcontractor, when requested by Dome, will complete Dome's online pre-qualification procedure and will renew Dome's online pre-qualification application, as such form may be modified from time to time, annually.

16. USE OF CONTRACTOR'S EQUIPMENT

In the event Subcontractor obtains Contractor's express written permission to use Contractor's equipment or facilities, Subcontractor shall reimburse Contractor at a predetermined rate, unless otherwise stated herein. Further, that in so doing, Subcontractor assumes all responsibility for, and shall indemnify, defend and hold Contractor harmless from any claims, actions, demands, damages, liabilities, or expenses, including attorney's fees, resulting from the use of such equipment or facilities by Subcontractor or his agents, employees, or permittees

17. CLEAN-UP

At all times during the course of construction the Subcontractor will perform its work and shall remove waste materials, debris and equipment from the site so as to maintain the project site and surrounding area in a clean, safe and orderly condition. Upon completion of the Work under any Work Order, Subcontractor shall remove from the site all temporary structures, equipment, debris, hazardous materials and waste incident to its operation and clean all surfaces, fixtures, equipment, etc., relative to the performance of Subcontractor's Work. Subcontractor agrees that if it fails to perform its clean-up obligations, then Contractor, without obligation to do so, may perform such duties at Subcontractor's risk and expense.

18. GUARANTEE

Subcontractor guarantees that all materials and workmanship will be in conformance with the Contract Documents and installed in accordance with all applicable industry standards. For a period of one (1) year from completion and final acceptance of the work covered by the Prime Contract, or such longer period as may be specified in the Contract Documents (the "Repair Period"), Subcontractor shall, upon demand from Contractor, replace any and all materials adjudged defective or improperly installed, at his sole cost and expense, and to the satisfaction of Contractor and Owner. In addition, Subcontractor shall bear the cost of correcting or replacing any adjacent work damaged on account of Subcontractor's defective installation or repair work. The Repair Period for repaired work shall be extended for an additional year after the repair work is accepted. During the Repair Period, if subcontractor fails to commence repairs within five days after notice from Contractor, or immediately in emergency situations, Contractor may take necessary measures to fulfill Subcontractor's warranty obligations and Subcontractor agrees to pay Contractor costs. The Repair Period is not a limitation for the commencement of any cause of action Contractor or Owner or any other party may have for any patent or latent defect in Subcontractor's workmanship or materials, or failure of Subcontractor's work to conform to the Contract Documents.

19. INDEMNIFICATION FROM PATENT RIGHTS

Subcontractor shall indemnify, defend and hold Contractor harmless against any claim, suit or action, or any alleged violation or infringement of patent rights which may be made against Contractor by reason of the use in connection with or as a part of the performance of the work of the furnishing of the materials hereunder, of anything which is now or may hereafter be covered by patent, copyright or trademark, and also against all expenses, including attorney's fees, which Contractor may incur in defending or adjusting any such claim, suit or action.

20. ASSIGNMENT OF CONTRACT

Subcontractor shall not, without written consent of Contractor, assign, transfer, nor sublet any portion or part of the work required by any Work Order nor assign any payments thereunder to others. Contractor may assign or transfer the whole or part of this Agreement, and his rights hereunder, to any corporation, individual, or partnership.

21. INDEPENDENT CONTRACTOR

Subcontractor is an independent contractor and shall, at his sole cost and expense, and without increase in the Contract Price, comply with all laws, rules, ordinances, and regulations of all governing bodies having jurisdiction over the work; obtain all necessary permits and licenses therefore; and pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, value added taxes and all federal and state taxes, insurance and contributions for Social Security and Unemployment which are measured by wages, salaries, or other remunerations paid to Subcontractor's employees, or the employees of Subcontractor's independent contractors of any tier, whether levied under existing or subsequently enacted laws, rules, or regulations. Subcontractor, upon request, shall furnish evidence satisfactory to Contractor that any or all of the foregoing obligations



have been fulfilled. Contractor may coordinate with Subcontractor and/or any lower tiered subcontractor and the applicable trust fund(s) or third parties pursuant to a fund, plan or program which may include the verification of amounts due and the issuance of a joint check that will satisfy the Subcontractor's or lower tiered subcontractor's fringe benefits payment obligation. Upon request by Contractor, Subcontractor shall provide for itself and for any lower tiered subcontractor operating under its direction specified records or documents referenced in Labor Code Sections 226 (a), 1174 (b), (c) and (d), and/or California Code of Regulations Section 16000, "Payroll Records" within ten (10) days of Contractor's request.

22. WAIVER

Any act or omission of Contractor which Subcontractor might claim as an excuse for his own failure to perform shall be deemed waived by Subcontractor unless he shall notify Contractor in writing of his intention to assert such excuse within ten (10) days after the occurrence of any such act or omission. Subcontractor waives any right it might have to assert the provisions of California Civil Code Section 1654 against Contractor

23. ATTORNEY'S FEES

In the event the parties become involved in litigation or arbitration with each other arising out of this Agreement or other performance thereof in which the services of an attorney or other expert are reasonably required, the prevailing party shall be fully compensated for the cost of its participation in such proceedings, including the cost incurred for attorneys' fees and experts' fees. Unless judgment goes by default, the attorneys' fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all attorneys' fees actually incurred in good faith, regardless of the size of a judgment, it being the intention of the parties to fully compensate for all attorneys' fees and experts' fees paid or incurred in good faith

24. DISPUTE RESOLUTION PROCEDURE

24.1 Agreement to Arbitrate. All claims, disputes and matters in question arising out of, or relating to this Agreement involving an Owner shall be decided by the dispute resolution procedure, including any arbitration clause, specified in the Prime Contract between Contractor and Owner. In the absence of an agreement to arbitrate in the Prime Contract, then, at the sole election of the Contractor, the parties shall submit such dispute to binding arbitration pursuant to the Construction Industry Resolution Procedures of the American Arbitration Association now in force, unless the Parties agree otherwise. Arbitration proceedings shall be held in San Francisco, California. The arbitrator shall prepare a reasoned award in accordance with California law on the issues submitted and the award rendered shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The arbitrator(s) shall only have the power to resolve the merits of the contractual disputes between the parties and shall have no power to award punitive damages, sanctions or penalties of any type.

24.2 Administrative Procedures (if applicable). If the Contract Documents provide for administrative procedures for resolution of disputes, Subcontractor agrees to comply with such procedures and submit any claims or disputes to Contractor in such manner and time as will permit Contractor to comply with such administrative procedures. Subcontractor agrees not to institute (and to stay) legal or other proceedings against Contractor until such administrative procedures have been exhausted. :

24.3 Continuation of Work & Payment. Unless otherwise agreed in writing, Subcontractor shall carry on the work and maintain the schedule of work pending any dispute resolution proceedings, and, if so, Contractor shall continue to make payments in accordance with this Agreement.

24.4 Consolidated Proceedings. To the extent not prohibited by their contracts with others, the claims and disputes of Owner, Contractor, Subcontractor and other subcontractors involving a common question of fact or law shall be heard in a single proceeding. It shall be the responsibility of Subcontractor to prepare and present Contractor's case, to the extent the proceedings are related to this Agreement. Should Contractor enter into arbitration with the Owner or others regarding matters relating to this Agreement, Subcontractor shall be bound by the result of the arbitration to the same degree as the Contractor.

24.5 No Limitation of Rights or Remedies. This Section shall not be deemed a limitation of any rights or remedies which Subcontractor may have under any Federal or State mechanics' lien laws or under any applicable labor and material payment bonds, unless such rights or remedies are expressly waived by him.

25. INDEMNITY CLAUSE REGARDING SAFETY

25.1 Subcontractor shall, at its own expense, conform to the basic safety policy of the Contractor, and comply with all specific safety requirements promulgated by any governmental authority, including without limitation, the requirements of the Occupational Safety Health Act of 1970, the Construction Safety Act of 1969, the California Labor Code, including Sections 6300 through 6604 and 7100 through 7332, inclusive, and all successors and amendments thereto, and all standards and regulations which have been or shall be promulgated by the parties or agencies which administer said Acts. Subcontractor shall have and exercise full responsibility for compliance hereunder by itself, its agents, employees, materialmen, and subcontractors with respect to its portion of the work on this Project; and shall directly receive, respond to, defend and be responsible for any citation, assessment, fine or penalty by reason of Subcontractor's failure or failure of Subcontractor's agents, employees, materialmen and subcontractors to so comply. Subcontractor shall indemnify and hold harmless Contractor from and against any liability, loss, damage, costs, claims, awards, judgments, fines, expenses, including litigation expenses, reasonable attorney's fees, claims or liability for harm to persons or property, expenses incurred pursuant to or attendant to any hearing or meeting and any other applicable cost which may be incurred by Contractor resulting from Subcontractor's failure to fulfill the covenants set forth in this paragraph.

25.2 In the event Subcontractor fails to comply with any citation issued by the Secretary of Labor, any order issued by the Occupational Safety and Health Review Commission, or any order issued by the Division of Industrial Safety of the State of California, or of any other body responsible for the administration and/or enforcement of any statute, regulation or ordinance relating to occupational health and safety within the period specified in any such citation or order, Contractor may, in his discretion, exercise the rights and remedies provided him under the terms of this Subcontract, including, but not limited to, the rights and remedies provided in Paragraph 8, Recourse by Contractor..



25.3 Subcontractor agrees that it has the responsibility for the safety and health of its own employees while they are working at the construction project which is the subject of this agreement and further agrees that Subcontractor shall ensure compliance by its own employees with all Contractor's, Owner's, Client's, local, state, federal occupational safety and health rules and regulations.

25.4 In the event Contractor learns of the existence of a possible unsafe or hazardous condition or practice and provides written notification to the Subcontractor ("Contractor's Notification") of that possible hazardous condition or practice, Subcontractor agrees that it has the following duties and responsibilities:

(a) The Subcontractor responsible for the creation of the hazardous condition or practice ("the Creating Subcontractor") upon receipt of Contractor's Notification shall immediately take corrective actions to correct the hazardous condition or practice or shall take those actions necessary to prevent the exposure of any worker present at the construction project to the hazardous condition or practice, pending corrective actions by said Creating Subcontractor.

25.5 Any Subcontractor who may have employees exposed to the hazardous condition or practice ("the Exposing Subcontractor") upon receipt of Contractor's Notification shall immediately notify the Contractor in writing of the actions it has taken to ensure that there will be no exposure of its employees to the hazardous condition or practice.

25.6 If the Creating Subcontractor does not immediately comply with the Contractor's Notification and the provisions of Section 24.4 above, the Creating Subcontractor will be subject to the Termination and Indemnification provisions of the Subcontract Agreement.

26. INDEMNITY CLAUSE FOR AFFIRMATIVE ACTION

26.1 Subcontractor shall, at his own expense, conform to the equal employment opportunity policies of the Contractor, and, in addition, shall comply with all equal employment opportunity requirements promulgated by any governmental authority, including, without limitation, the requirements of the Civil Rights Act of 1964, 42 United States Code, Section 1983, Executive Orders 11246, 11375 and 11478, the California Fair Employment Practices Act, the California Plan, and other applicable statutes or ordinances, plans or programs, inclusive, and all successors and amendments thereto, and all plans, programs, standards and regulations which have been or shall be promulgated or approved by the parties or agencies which administer said Acts or Orders (hereinafter collectively referred to as Equal Employment Opportunity ("EEO") laws). Subcontractor shall have and exercise full responsibility for compliance hereunder by itself, its agents, employees, materialmen and subcontractors with respect to its portion of the work on this Project; it shall directly receive and respond to, defend and be responsible for any citation, order, claim, charge, or criminal or civil actions, arising by reason of the failure of Subcontractor or its agents, employees, materialmen and subcontractors to so comply, regardless of whether such non-compliance results from active or passive acts or omissions or whether such non-compliance is the sole or a contributory cause of any of those matters against which Subcontractor is obligated hereunder to indemnify and hold harmless Contractor. Subcontractor shall indemnify and hold harmless contractor from and against any liability loss (including any loss of profits or prospective advantage occasioned by the suspension, cancellation or termination of any contract, or Contractor's eligibility therefore), damage, costs, claims, awards, judgments, fines, expenses, including litigation expenses, reasonable attorneys' fees, claims or liability for harm to persons or property, expenses incurred pursuant to or attendant to any hearing or meeting or any other applicable costs which may be incurred by Contractor resulting from Subcontractor's failure to fulfill the covenants set forth in this paragraph.

26.2 In the event Subcontractor fails to comply with any of the aforementioned EEO laws, or any judgment, order or award issued by the Office of Federal Contract compliance, United States Department of Labor, or any other federal, state or local agency, or any court of law, or any other body responsible for the administration and/or enforcement of any EEO laws, within the period specified in any such laws, judgment, order or award, Contractor may, in his discretion, exercise the rights and remedies provided him under the terms of this Subcontract, including but not limited to, the rights and remedies provided in Paragraph H, Recourse by Contractor.

27. CONFIDENTIALITY

27.1 To assist Subcontractor in providing pricing for, and or performing the Project hereunder, Dome and the Owner may disclose to Subcontractor certain research, manufacturing, or product information or other information related to the Owner's business. All such information, whether disclosed in writing, graphically, orally, or by any other means shall be considered "Confidential Information." Confidential Information shall also include all deliverables, data, documents, materials and other project specific information generated by Subcontractor in preparing the proposal or in the performance of Subcontractor's scope of services. Confidential Information does not include any of Subcontractor's proprietary information, processes, data, and trade secrets that are unique to Subcontractor's business and that are not generated specifically for this Project. The confidentiality obligations imposed by the Owner, if any, as reflected in the Contract Documents, are specifically incorporated into this Agreement. In case of conflict, this Agreement governs.

27.2 Neither Subcontractor nor any of its employees will reveal, publish, or otherwise disclose Confidential Information to any third party. In addition, Subcontractor and its employees will not share or disclose to any third party the specific nature of Subcontractor's services on the Project. Subcontractor and its employees will use the Confidential Information to fulfill Subcontractor's obligations to provide pricing or services, and for no other purpose. Subcontractor shall take steps to protect all Confidential Information not less rigorously than Subcontractor protects its own confidential and proprietary information. Subcontractor shall bind all of its employees, subcontractors, and consultants who may become in possession of Confidential Information to the terms of this Agreement. Upon request of Dome or the Owner Subcontractor will provide copies of this Agreement acknowledged by all employees, subcontractors, or consultants working on the Project for Subcontractor.

27.3 The obligations of this Section shall survive the expiration or termination of this Agreement and shall continue for a period of ten (10) years after the date indicated above.



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28. SEVERABILITY

Contractor and Subcontractor agree that if any word, phrase or provision of this Agreement is deemed to be in conflict with any applicable law, only those words, phrases or provisions that create the conflict shall be stricken and the remainder of the words, phrases or provisions of this Agreement shall remain in full force and effect.

- End of General Subcontract Provisions -

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DESIGN / BUILD PROVISIONS

1 REQUIREMENTS FOR DESIGN-BUILD WORK

1.1 The following requirements shall apply to all design-build work to be performed by Subcontractor

- (a) Design services provided by the Subcontractor shall be procured from licensed, independent design professionals retained by Subcontractor or furnished by licensed employees of Subcontractor. The standard of care for design services performed by Subcontractor under this Agreement shall be the care and skill ordinarily used by members of the engineering profession practicing under similar conditions. Subcontractor shall be responsible for coordinating its design with the project design and with all other design/build subcontractors for the project
- (b) Preliminary Schedule and Estimate. Subcontractor will evaluate the Owner's Program and other information provided by the Contractor and provide, in writing, for review and approval, a preliminary schedule and cost estimate for the subcontract Work including any design fees. The schedule and estimate shall be updated periodically as required, and it shall be the responsibility of Subcontractor to adhere to approved schedules and estimates. Subcontractor shall coordinate its Design Phase Services with those of the Architect and other design/build subcontractors.
- (c) Schematic Design Documents. Subcontractor shall prepare, for written approval by the Contractor and Owner, Schematic Design Documents consisting of drawings, outline specifications and other conceptual documents illustrating the basic components of the design of the Subcontract Work and their relationship to other Project elements. The Schematic Design Document submittal shall identify, in writing, all material changes and deviations that have taken place since Subcontractor's Preliminary Schedule and Estimate
- (d) Design Development Documents. Based on the approved Schematic Design Document, Subcontractor shall prepare, for approval by the Contractor and Owner, Design Development Documents consisting of further definition of design elements, including drawings, outline specifications and other documents to fix and describe the size and character of the Subcontract Work including their relationship to other Project elements. The Design Development Documents submittal shall identify in writing all material changes and deviations that have taken place from the Schematic Design Documents.
- (e) Construction Documents. Based on the approved Design Development Document, Subcontractor shall prepare, for approval by the Contractor, Owner and governmental authorities, Construction Documents for the design/build Work, setting forth in detail the requirements for construction of the Subcontract Work consisting of drawings and specifications that comply with codes, laws and regulations enacted at the time of their preparation. Construction shall be in accordance with these approved Construction Documents. Concurrently with completion of the Construction Documents, Subcontractor shall update the schedule and estimate for the Work.
- (f) Professional Liability Insurance. Subcontractor shall obtain or require the Designer(s) to obtain professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be General Office Coverage including coverage for all professional liability caused by the Designer or his sub-consultants, written for not less than Two Million Dollars (\$2,000,000.00) per claim in the aggregate with the deductible not to exceed Twenty Five Thousand Dollars (\$25,000.00). The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all subcontract services rendered by the Designer. Said insurance shall be continued in effect with an extended period of five (5) years following final payment to the Designer. The deductible amount, if any, shall be paid by the Design/Build Subcontractor or Designer. The Design/Build Subcontractor shall require the Designer to furnish to the Design/Build Subcontractor and Contractor, before the Designer commences its services, a copy of its professional liability policy evidencing the coverage's required in this Paragraph. No policy shall be cancelled or modified without thirty (30) days prior written notice to the Design/Build Subcontractor and Contractor. 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 and the balance provided by an Excess or Umbrella Liability Policy.
- (g) Termination. If the Subcontractor is terminated for any reason, Contractor may award the subcontract work to another subcontractor, utilizing the design documents prepared by Subcontractor. Such use of design documents prepared by Subcontractor after termination shall be at the Contractor's sole risk and Contractor will defend, indemnify and hold harmless the Subcontractor from and against any and all claims, damages, losses, costs and expenses, including but not limited to attorney's fees, costs and expenses incurred in connection with any claim arising out of or resulting from Contractor's use of the design documents prepared by the Subcontractor after termination. Concurrently with completion of the Construction Documents, the Subcontractor shall update the schedule and estimate for the Guaranteed Maximum Price (GMP) which shall be the sum of Subcontractor's compensation for Design Phase Services, the estimated Cost of the Subcontractor's Construction Phase Services and Subcontractor's Fee.



ADDENDUM B - Subcontractor Insurance Requirements

In addition to the requirements contained in Addendum A, Subcontractor shall, at its expense, carry and maintain insurance on all its operations, in insurance companies with an A.M. Best Insurance Rating of A-VIII or Better or otherwise acceptable to Contractor (California State Compensation Insurance Fund "SCIF" shall be an acceptable insurer for Workers Compensation coverage,) as follows:

(A) Workers' Compensation and Employers Liability Insurance

1. Workers' Compensation insurance shall be provided as required by any applicable law or regulation.
2. Employers Liability insurance shall be provided in amounts not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.
3. If there is an exposure of injury to Subcontractor's employee under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.
4. The policy shall be endorsed to provide a Waiver of Subrogation in favor of the Contractor and Owner and their officers, directors and employees.

(B) General Liability Insurance

Subcontractor shall carry Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Subcontractor providing insurance for bodily injury liability and property damage liability for the limits of liability below and including coverage for:

1. Premises, Operations, and Mobile Equipment
2. Products and Completed Operations
3. Contractual Liability insuring the obligations assumed by Subcontractor in this Agreement.
4. Broad Form Property Damage (including Completed Operations)
5. Explosion, Collapse and Underground Hazards
6. Personal Injury Liability

Please note:

Certificates and endorsements must be received and approved prior to the start of any work.

No payments will be released until all insurance documents are received and accepted.

Limits of Liability (General Liability)

- \$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
- \$2,000,000 products and completed operations aggregate
- \$1,000,000 personal injury
- \$2,000,000 general aggregate (if coverage provided by a Commercial General Liability policy)

Additional Insureds (General Liability Insurance)

1. The Certificate of Insurance to name following as addition insured:
Dome Construction Corporation, the owner, and any other entity which Contractor is required to name as an additional insured under the Prime Contract.
2. Coverage for the Contractor and Owner and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG 2010 0704 in conjunction with CG2037 0704, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable.
3. The policy shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self insurance maintained by Contractor or Owner shall be excess only and shall not be called upon to contribute to Subcontractor's primary or excess insurance carrier's duty to defend or indemnify unless required by law. The excess insurance required above or maintained by Subcontractor shall also afford additional insured protection to Owner, Contractor and any other entity which Contractor is required to name as an additional insured under the Prime Contract. If either defense costs are included in the general aggregate limit or if the General Aggregate limit does not apply separately to this project, then the General Aggregate limit shall be at least \$5,000,000.



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Other General Liability Policy Requirements – The General Liability policy shall provide that:

1. The General Aggregate Limit applies separately to the subcontractor's work under this contract.
2. Coverage applies on an Occurrence basis. Claims made or modified occurrence policies are not acceptable.
3. The Defense Costs are in addition to the policy limits.
4. There shall be no coverage exclusions or restrictions for mold, fungus or other microbial matter, unless the subcontractor also carries Pollution Liability insurance which shall specifically include coverage for mold, fungus or other microbial matter with limits not less than \$1,000,000 each claim.
5. There shall be no coverage exclusions or restrictions for subsidence or any other type of earth movement.
6. There shall be no coverage exclusions or restrictions for EFIS (Exterior Finish & Insulation Systems).
7. The policy shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self insurance maintained by Contractor or Owner shall be excess only and shall not be called upon to contribute with this insurance. If either defense costs are included in the general aggregate limit or if the General Aggregate limit does not apply separately to this project, then the General Aggregate limit shall be at least \$5,000,000.

Excess Liability: If excess/umbrella policies are used to meet the limits of liability requirement said policies shall be "following" form of the underlying primary policy and meet the aforesaid additional insured and primary insurance requirements.

(C) Automobile Liability Insurance

(Bodily Injury and Property Damage Liability) including coverage for all owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limited for each accident. Where hazardous or regulated substances, or hazardous or regulated wastes, are involved in the Work the limits of liability shall be \$5,000,000 Combined Single Limit and the policy shall include Endorsement MCS-90. Said insurance shall name Owner and Contractor, and their respective officers, directors, and employees as additional insureds.

(D) Professional Liability Insurance

If Subcontractor's work under this subcontract includes design build work or design or engineering professional services, then Subcontractor shall maintain Professional Liability Insurance covering acts, errors or omissions arising out of the rendering of or failure to render professional services, whether committed or alleged to have been committed by Subcontractor or by its employees, consultants or others for whom the Subcontractor is legally responsible. The limit of liability shall not be less than \$2,000,000 each claim and in the aggregate.

The policy shall be endorsed to provide contractual liability coverage for liability assumed by Subcontractor under contract with Contractor to the extent that such assumed liability arises out of negligent acts or omissions of the Subcontractor, its employees, consultants or subcontractors.

Subcontractor shall maintain Professional Liability insurance for not less than five years (or longer if specifically required by Dome or the Owner in writing) following completion of services performed by Subcontractor under this Agreement.

Any retroactive date in the Professional Liability policy shall predate both the date upon which any services hereunder are commenced and the date of this Agreement.

(E) Aircraft Liability Insurance

If the Service Provider or its Service Provider's use any owned, leased, chartered or hired aircraft of any type in the performance of this contract, Service Provider and/or its Service Providers shall maintain aircraft liability insurance in an amount not less than \$5,000,000 per occurrence including Passenger Liability. If Service Provider makes use of any drones or other unmanned aircraft, Service Provider will provide insurance of at least \$1,000,000 per occurrence for any liability arising out of the use of such drone or unmanned aircraft, including coverage for personal and advertising injury.

Contractor and Owner and their officers, directors and employees shall be named as additional insureds. Insurance afforded the additional insureds shall apply as primary insurance and any other insurance or self insurance maintained by Contractor or Owner shall be excess only and shall not be called upon to contribute with this insurance. The policy shall be endorsed to provide a Waiver of Subrogation in favor of the Contractor and Owner and their officers, directors and employees.

Crane Services Liability

Should Subcontractor's Work include providing crane services, then the commercial general liability policy shall be amended to apply with minimum limits of liability to insure against bodily injury and property damage arising from such crane operations. The policy shall include coverage for Rigger's Liability and shall not exclude coverage for damage to property being lifted. If not included in required limits specified below, Rigger's Liability shall be provided in limits not less than the maximum value of property lifted at any one time. Dome Construction Corporation will accept a separate Rigger's Liability policy in lieu of Subcontractor's provision of this coverage under its Commercial General Liability policy.

\$10,000,000 each occurrence Bodily Injury and Property Damage



\$10,000,000 Personal and Advertising Injury

\$10,000,000 aggregate for Products – Completed operations

\$10,000,000 general aggregate

Subcontractor's coverage for crane services may be provided either by Subcontractor's own policy(ies), or by the policy(ies) of a lower tier contractor providing such crane services for Subcontractor. The policy shall include a "Per Project General Aggregate" pursuant to Section B-3.

(F) Pollution Liability Insurance

If the Subcontractor's work under this subcontract includes the handling and/or removal of pollutants, contaminants or other hazardous materials, then Subcontractor shall maintain Pollution Liability Insurance covering the Subcontractor's liability for bodily injury, property damage (including the loss of use thereof) and environmental damage resulting from pollution and related clean-up costs incurred arising from the work or services to be performed. Coverage shall be provided for both work performed on site as well as during the transport and disposal of hazardous materials. The limit of liability shall not be less than \$1,000,000 per occurrence. Contractor and Owner and their officers, directors and employees shall be named as additional insureds. If work involves the transportation of hazardous materials subcontractor's pollution liability policy shall include the business auto and truckers endorsement form CA 99 48 or its equivalent.

(G) Property Insurance

Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by Builder's Risk or any other property or equipment insurance applicable to the work, except

such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.

Upon written request of Subcontractor, Contractors shall provide Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment insurance in force for the project and procured by Contractor. Subcontractor shall satisfy himself as to the extent of such insurance prior to commencement of Subcontractor work.

If Builder's risk insurance purchased by Owner or Contractor provides coverage for Subcontractor for loss or damage to Subcontractor's work, Subcontractor shall be responsible for the insurance policy deductible amount applicable to damage to Subcontractor's work and/or damage to other work caused by Subcontractor.

If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, Subcontractor shall procure and maintain at his own expense property and equipment insurance for portions of Subcontractor's work stored off the site or in transit.

If Owner or Contractor has not purchased Builder's Risk or equivalent insurance including the full insurable value of Subcontractor's work, then Subcontractor may procure such insurance at his own expense as will protect the interests of Subcontractor, and his subcontractors in the work. Such insurance shall also apply to any of Owner's or Contractor's property in the care, custody or control of Subcontractor.

(H) Certificates of Insurance as evidence of the insurance required by this agreement, shall be furnished by the Subcontractor to the Contractor before any work hereunder is commenced by the Subcontractor.

The Certificates of Insurance shall provide that there will be no cancellation of insurance policies or reduction of coverage without (30) days prior written notice to the Contractor by either the Subcontractor or its' insurance agent or broker. Upon the written request of the Contractor, Subcontractor shall provide an endorsement to required policies that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Contractor.

The Certificate of Insurance furnished as evidence of Comprehensive General Liability or Commercial General Liability insurance carried by the Subcontractor shall include a copy of the policy provision or the additional insured endorsement adding the Contractor and Owner as additional insureds and shall also provide that insurance for such additional insureds applies as primary insurance and that other insurance or self insurance maintained by the Contractor or Owner shall not be called upon for contribution.

Any deductibles(s) or self-insured retention(s) shall be borne by the Subcontractor and not for the account of either the Contractor or Owner. Where deductible(s) or self-insured retention(s) exceed Twenty Five Thousand dollars (\$25,000) it must be shown on the Certificate of Insurance. Where deductibles(s) or self-insured retention(s) exceed One Hundred Thousand dollars (\$100,000) it shall be submitted for approval to the Contractor prior to commencing work and shall be disclosed within the Certificate of Insurance.

Subcontractor shall continue to provide evidence of coverage required by this agreement for a period of three (3) years from the completion of the work under this agreement.



- (I) The required insurance shall be subject to the approval of Contractor, but any acceptance of insurance certificates by Contractor shall no way limit or relieve Subcontractor of the duties and responsibilities by him in this Agreement. If higher limits or other forms of insurance are required in the Contract Documents, Subcontractor will comply with such requirements.

In the event Subcontractor fails to maintain any insurance coverage required under this Agreement, Contractor may maintain such coverage and charge the expense to Subcontractor, or terminate this Agreement.

- (J) Insurance Requirements for Sub-Subcontractors:

Subcontractor shall ensure that its Subcontractors of all tiers shall maintain insurance in like form and amounts, including the Additional Insured requirements set forth for General Liability in paragraph (B) of this Addendum B. Certificates of Insurance shall be provided by each sub-subcontractor prior to the start of their work on this project.

- (K) The attached sample documents include:

- Exhibit B1 – Sample Insurance Certificate ACORD 25 (2010/05)
- Exhibit B2.1 – Sample Additional Insured Endorsement CG 2010 (07/04) for “Ongoing Operations”
(This format also requires CG 2037 (07/04), Exhibit B2.2 as noted below)
- Exhibit B2.2 – Sample Additional Insured Endorsement CG 2037 (07/04) for “Completed Operations”
- Exhibit B2.3 – Sample Additional Insured Endorsement CG 2001 (04/13) for “Primary Operations”
- Exhibit B3 – Sample Workers’ Compensation Waiver of Subrogation Endorsement WC 04 03 06

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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 Name and Address of Insurance Broker Phone Number of Insurance Broker		CONTACT NAME: PHONE (A.C. No. Ext.): E-MAIL ADDRESS: FAX (A.C. No.):	
INSURED Subcontractor's Name and Address		INSURER(S) AFFORDING COVERAGE INSURER A: Name of Insurance Carrier INSURER B: Name of Insurance Carrier INSURER C: Name of Insurance Carrier INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER:	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 SUBR INSR WVD	POLICY NUMBER
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	Policy Number
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Policy Number
	UMBRELLA LIAB EXCESS LIAB DED: RETENTION:		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Policy Number
LIMITS EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000			

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

Insert Specific Dome Job Number, Job Name, and Job Address here. Dome Construction Corporation (Certificate Holder) is an additional insured per endorsement CG 2010 11/85 (or the current Additional Insured Endorsement from CG 2010 07/04 in conjunction with CG 2037 07/04) attached. Waiver of Subrogation applies to Workers' Compensation coverage per endorsement (insert specific form number applicable to your specific WC policy) attached.

Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER Dome Construction Corporation 393 East Grand Avenue South San Francisco, CA 94080	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 (2010/05)

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EXHIBIT B2.1 - SEE ADDITIONAL INSURED ENDORSEMENTPOLICY NUMBER: **INSERT YOUR POLICY # HERE****COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
DOME CONSTRUCTION CORPORATION, ITS OFFICERS, DIRECTORS AND EMPLOYEES; AND ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE OBLIGATED BY VIRTUE OF A CONTRACT OR BY THE ISSUANCE OR EXISTENCE OF A PERMIT, TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY	ALL OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT B2.2 - SEE ADDITIONAL INSURED ENDORSEMENTPOLICY NUMBER: **INSERT YOUR POLICY # HERE****COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
DOME CONSTRUCTION CORPORATION, ITS OFFICERS, DIRECTORS AND EMPLOYEES; AND ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE OBLIGATED BY VIRTUE OF A CONTRACT OR BY THE ISSUANCE OR EXISTENCE OF A PERMIT, TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY	ALL OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

EXHIBIT B2.3 - SEE ADDITIONAL INSURED ENDORSEMENT

Policy Number: **INSERT YOUR POLICY # HERE**

**COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

EXHIBIT B3: SAMPLE WORKERS' COMPENSATION - WAIVER OF SUBROGATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 04 03 06 POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

HOME CONSTRUCTION CORPORATION, ITS OFFICERS, DIRECTORS AND EMPLOYEES;
AND ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE OBLIGATED BY VIRTUE
OF A WRITTEN CONTRACT TO PROVIDE A WORKERS' COMPENSATION WAIVER OF SUBROGATION.

Job Description

PROVIDE THE PROJECT NUMBER, PROJECT LOCATION & NAME

ATTACHED TO AND FORMING A PART OF POLICY NO: _____
NAMED INSURED: _____
EFFECTIVE DATE OF ENDORSEMENT: _____
ENDORSEMENT NO: _____ PAGE 1 OF 1 DATE OF ISSUE: _____

-1988 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved. From the WCIRB's California Workers' Compensation Insurance Forms Manual - 1999.

06/14/2011



ADDENDUM C – Billing Requirements

Your complete invoice package must be received by 4pm on the project specific date each month.

Electronic Invoice Submission: www.GCPay.com

GCPay Questions & Concerns:

GCPay Customer Service

Email: support@gcpay.com

Phone: (877) 477-2584

Please contact billings@domebuilds.com to set up a training session.

There are a few procedural items that can prevent an invoice from being entered into GCPay and/or excluded from a client billing.

1. Compliance items are not addressed prior to submission of invoice, such as insurance certificates, executed subcontracts, etc.
2. The lien release, associated with the invoice, is not digitally accepted.
3. The unconditional lien release for previous payments is not submitted.
4. Missing or incorrect back-up documentation.
5. TOP documentation not completed prior to the Retention invoice submission.

We request that in addition to the submitted invoice and lien release forms, all back-up documents required for the project be uploaded to GCPay. Your complete invoice package must be received by 4pm on the project specific date of each month.

Each project is assigned a Project Biller who will process and handle all subcontract invoices, and is well-equipped to address your project specific questions and concerns. The Project Biller will be listed on the Subcontract Work Order.

The preferable method of contacting your Project Biller is to email him/her and Cc billings@domebuilds.com.

If the invoice and lien release are not received, in the format requested, through GCPay by 4pm on the date stated in the Subcontract Work Order, the invoice will not be included in the client invoice until the following month.

A thorough review of your invoice and back-up documents will be completed before it is submitted to Client for payment. Any incomplete or missing information will result in a rejected invoice. Dome reserves the right to reject all invoices that do not meet the requirements of the Client.

Thank you for your help in processing your invoice.



ADDENDUM C – Discount Program Participation

All invoicing obligations listed within this subcontract must also be met when participating in the Dome Construction Sub Discount Program. Every invoicing requirement must be fulfilled before any payment will be issued, discount or otherwise.

Invoices and Lien Releases (Conditional & Unconditional) should be submitted for the net amount due, and **must not include any discounted amounts or line items**. The information below outlines the billing and payment expectation using a \$50,000.00 progress invoice for example:

Items 1-3 Must be shown on the invoice & lien release

Item 1	\$ 50,000.00	Gross Amount Due
Item 2	<u>\$ (5,000.00)</u>	Less 10% Retention
Item 3	\$ 45,000.00	Net Amount Due Before Discount

Items 4-5 must be omitted from the invoice & lien release

Item 4	<u>\$ (1,350.00)</u>	Less 3% Discount
Item 5	<u><u>\$ 43,650.00</u></u>	Net Amount Due with Discount/Check Amount

*The invoice and lien release must reflect the **Net Amount Due Before Discount**, which is \$45,000.00 in this example.*

Invoices received by the sub invoice due date will be paid by the 15th of the following month, if all invoicing requirements have been met. The standard discount percentage is 3%.

Lien Releases (Conditional & Unconditional) from second tier subcontractors, who have filed a 20-Day Notice, will also be required in order to release payment, discount or otherwise.



Vendor: Unique Elevator Interiors
MSA No.: 6665.002
Date: 11/04/2022

ADDENDUM F – ACH Payment Program

At this time we are requiring all our vendors to take advantage of our payment program through ACH. With ACH payments, invoices are paid electronically – no check will be created for your payment:

Benefits to setting up ACH include:

- Posting of deposits to your company bank account sooner – This will eliminate waiting to receive payments by mail and manually depositing the check at the bank.
- Reducing multi-handling risk – Payments are made directly from our bank to yours, reducing the probability of human intervention error.
- Preventing lost or delayed checks – Payments are made electronically, without the possibility of a check getting lost in the mail.

Please complete the attached ACH enrollment form and upload via GCPay on the ACH compliance line.

Please include your designated e-mail address to which the Remittance information and Unconditional Releases should be sent to below.

Name: _____
Phone No: _____
Email address: _____
Title: _____

In Process

Thank you for updating your records accordingly.

Sincerely,

Accounting Department
Dome Construction Corporation



Vendor: Unique Elevator Interiors
MSA No.: 6665.002
Date: 11/04/2022

AUTHORIZATION FOR AUTOMATIC DEPOSITS TO BANK ACCOUNT

Vendor Name: Unique Elevator Interiors		Name of Company Initiating Payments ("Company"): Dome Construction Corporation	
Vendor Bank's Name & Branch:		Vendor Customer or Employee Account No. with Company: Vendor No.: 6665	
Vendor Bank's City, State & Zip:			
Vendor Bank Account No:	Vendor Bank's Routing Number (from checks):	Payment Frequency: <input type="checkbox"/> Weekly <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	Approximate Date of First Automatic Deposit:
Amount of Each Deposit:			
<input type="checkbox"/> \$ <input type="checkbox"/> Between \$ and \$ <input type="checkbox"/> Any Amount			
<p>I hereby authorize Company and its bank, Bank of Marin ("Bank of Marin") to initiate Deposits ("Credits") to Vendor account ("Vendor Bank Account") identified above at Vendor Bank identified above through the Automated Clearing House system. These credits are to be processed beginning on the date indicated above. If this date, or the same day(s) of the month during which subsequent credits are to be processed, is (are) not a banking day on which the credit can be processed, the credit should be processed on the banking day before or after the scheduled date, at Company's option. I also authorize Company to initiate debits ("withdrawals") from Vendor Bank Account to correct any errors that may have been made with credits to Vendor Bank Account. I authorize Vendor Bank to process these debits from and credits to Vendor Bank Account.</p> <p>This authorization will remain effective until I give Company written notice to the contrary and Company has had a reasonable period of time to act on that notice. Vendor revocation of Company's authority to initiate credits to Vendor Bank Account will not affect Company's right to initiate debits to Vendor Bank Account to correct or adjust a credit processed before Vendor revocation of authority has become effective.</p>			
I Warrant to Company, Bank of Marin and Vendor Bank that: <input type="checkbox"/> Only one (1) signature is needed on this authorization to make it effective for Vendor Bank Account. <input type="checkbox"/> Everyone whose signature is needed on this authorization to make it effective for Vendor Bank account has signed it.		Today's Date: Signature: Printed Name: Title: Signature of Other Required Signer: Printed Name: Title:	



393 East Grand Avenue
South San Francisco, CA 94080

SUB-CONTRACT WORK ORDER LETTER OF TRANSMITTAL

To:	FirmName SendToOvrMailAddress SendToOvrMailAddress2 SendToOvrMailCity, SendToOvrMailState SendToOvrMailZip	Date:	SubSentDate
		Project No.	JobNumber
		Project Desc.	ProjectDescription
			JobAddress JobAddress2 JobCity, JobState JobZip
Attn:	ContactNameFirst ContactNameLast	SWO No.	SL

Dear Subcontractor:

Congratulations on the successful award of the above referenced project. **Please electronically sign, via DocuSign, the SUB-CONTRACT WORK ORDER (SWO), which can be found following this LETTER OF TRANSMITTAL.** Please find additional support documentation, including a sample insurance certificate, on Dome's Website and the following link: <http://www.domebuilds.com/tools/>

If you have any questions other than the scope of the contract, please do not hesitate to contact the appropriate person from the project team. If you have any questions regarding the subcontract, please address this issue with ResponsibleFirstName ResponsibleLastName.

The Subcontractor must submit a properly executed insurance certificate prior to initiation of any work on the job site; payment will be withheld until proper insurance is received. The Certificate of Insurance to name following as additional insured:

Dome Construction Corporation
udAdditionalInsured

Please upload all insurance certificates to GCPay.com.

The billing date for this project is the SubBillDate of the month. Failure to submit your invoice via GCPay.com for this project by the referenced day of the month, may result in delay of your payment. Please note that a SUB-CONTRACT WORK ORDER (SWO) must be fully executed (signed by both subcontractor and Dome Construction via DocuSign) before billing for the project. All projects for Dome Construction are invoiced via GCPay.com. Each subcontractor must attend a training session prior to their 1st invoice, please contact udSubInvEmail to sign up.

We look forward to working with you on this project.

Sincerely,

ResponsibleFirstName ResponsibleLastName
Dome Construction Corporation



Project: «Project»
 «ProjectDescription»
 SWO #: «SL»
 «FirmName»

Work Order Pursuant to Master Agreement

[GUARANTEED MAXIMUM PRICE]

ADDENDUM D

DRAFT

made as of SubcontractDate
 BETWEEN the CONTRACTOR: DOME CONSTRUCTION CORPORATION
 and the SUBCONTRACTOR:

FirmName

SendToOvrMailAddress
 SentToOvrMailAddress2
 SendToOvrMailCity, SendToOvrMailState SendToOvrMailZip
 Attn: ContactNameFirst ContactNameLast

WHEREAS DOME CONSTRUCTION CORPORATION ("Contractor") has entered into a written contract with Client ("Owner") on PrimeContractDate for construction of the Project described herein pursuant to the Prime Contract.

WHEREAS, Contractor and Subcontractor have previously entered into that Master Subcontract Agreement, dated ActiveMSADate, which is reaffirmed and is incorporated herein as if fully set forth;

The Contractor and Subcontractor execute and agree to this Work Order for the following project and scope of work set forth herein:
 To perform the following construction work for the Project:

1. The Project:

ProjectDescription

JobAddress
 JobAddress2
 JobCity, JobState JobZip

2. Project Team. Contractor's Project Team for this Project is:

Project Manager: PMFirstName PMLastName
 Email: PMEMail
 Phone: PMMobilePhone

Estimator: EstFirstName EstLastName
 Email: EstEMail
 Phone: EstMobilePhone

Superintendent: SupFirstName SupLastName
 Email: SupEMail
 Phone: SupMobilePhone

Project Engineer: PEFIRSTNAME PELASTNAME
 Email: PEEMail
 Phone: PEMobilePhone

Project Coordinator: PCFirstName PCLastName
 Email: PCEMail
 Phone: PCMobilePhone

Project Biller: ActgFirstName ActgLastName
 Email: ActgEMail
 Phone: ActgPhone

3. Contract Documents: The Contract Documents are as defined in the Master Agreement entered into between Contractor and Subcontractor and including the Prime Contract between Contractor and Owner together with the plans, specifications, general and supplementary conditions, exhibits and any other documents described in this Work Order, and the Master Agreement between Contractor and Subcontractor. The Contract Documents that are specific to this Project are:

ContractDocuments

4. Subcontractor's Scope of Work: Subcontractor will perform and furnish all necessary Labor, Material, and Equipment to complete the work noted below in accordance with the standard of care of Subcontractor's trade or profession, all applicable Codes, and the Contract Documents (the "Work"):



Project: «Project»
 «ProjectDescription»
 SWO #: «SL»
 «FirmName»

SLNotes

The following listed Exhibits are part of the Contract Documents and are an integral part of this agreement:

Addendum A	Master Agreement General Terms and Conditions & Design/Build Provisions (Previously Sent in MSA)
Addendum B	Subcontractor Insurance Requirements (Previously Sent in MSA)
Addendum C	Billing Requirements (Previously Sent in MSA)
Addendum D	Forms of Work Order, including any exhibits thereto. (This Document)

5. The Guaranteed Maximum Price

5.1 For the full and satisfactory performance of the Work and Subcontractor's duties in compliance with the Contract Documents, Contractor will pay Subcontractor's Cost of the Work plus the Subcontractor's Fee, as set forth below, up to the Guaranteed Maximum Price (the "Contract Sum"). The Subcontractor agrees that the Contract Sum will not exceed the Guaranteed Maximum Price. Payment will be made as provided and subject to the conditions set forth in the Master Agreement.

Contractor agrees to pay Subcontractor for the strict performance of his work, as detailed below:

Item	Phase Code	Description	Amount	Ret Rate
Item	PhaseCode	Description	ExtendedPrice	WCRetgPct

Total Amount: \$ 0.00

5.2 The Subcontractor's Fee is 0%.

5.2.1 The Subcontractor's mark-up for changes in the Work, to be issued only in strict conformance with this Agreement, is 0%.

5.3 The Guaranteed Maximum Price is \$ 0.00, subject to additions and deductions for changes in the Work, but only as approved by Contractor in writing in accordance with the Contract Documents. Any costs incurred in excess of the Guaranteed Maximum Price will be borne or paid by Subcontractor with no further compensation from Contractor.

5.4 Rental rates for any Subcontractor-owned equipment shall not exceed the standard rate paid at the place of the Project, or the amounts allowed by the Prime Contract between Contractor and the Owner, whichever is less.

5.5 Unit prices, if any, are listed in Addendum E.

6. The Cost of Work

6.1 The term 'Cost of the Work' shall mean exclusively the items set forth in this Section 7.1 that are necessarily incurred by Subcontractor in the proper performance of the Work. Except with the prior written consent of Contractor such costs shall not exceed the standard rates paid at the place of the Project.

6.1.1 Labor Costs and Subcontracts. Labor rates shall be limited to those rates indicated on the attached Labor Rate Schedule, Addendum E, which rates shall be all inclusive of labor burden, insurance, small tools (less than \$1000) and equipment and truck charges, etc. No additional add-on rates will be permitted;

- (a) Wages of construction workers directly employed by Subcontractor to perform the Work at the site.
- (b) Wages or salaries of Subcontractor's supervisory and administrative personnel when stationed at the site with Contractor's prior approval.
- (c) Payments made by the Subcontractor to its subcontractors in accordance with the requirements of the subcontracts.

6.1.2 Materials and Equipment Incorporated in the Project

- (a) Costs including transportation and storage at the site of materials and equipment incorporated, or to be incorporated, in the completed construction.
- (b) Costs of materials in excess of those actually installed to allow for reasonable waste and spoilage.

6.1.3 Temporary Facilities, Transportation, Storage

- (a) Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Subcontractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Subcontractor shall mean fair market value.



(b) Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Subcontractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Subcontractor-owned item may not exceed the purchase price of a comparable item. Rates of Subcontractor-owned equipment and quantities of equipment shall be subject to the Contractor's prior approval.

(c) Costs of removal of debris from the site of the Work and its proper and legal disposal.

(d) Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

(e) Costs of materials and equipment stored off-site at a mutually acceptable location, with the Contractor's prior approval.

6.1.4 Miscellaneous Costs

(a) Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

(b) Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Subcontractor is liable.

(c) Fees and assessments for the building permit and for other permits, licenses and inspections the Subcontractor is required to pay in accordance with the Contract Documents.

(d) Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work.

(e) That portion of the reasonable expenses of the Subcontractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

(f) Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Contractor.

(g) Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

(h) Costs of repairing or correcting damaged or nonconforming Work executed by the Subcontractor, its subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Subcontractor and only to the extent that the cost of repair or correction is not recovered by the Subcontractor from insurance, sureties, its subcontractors, suppliers, or others.

6.1.5 Related Party Transactions

(a) 'Related Party' means any entity having common ownership or management with Subcontractor; any entity in which any management employee of Subcontractor owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of Subcontractor. The term 'related party' includes any member of the immediate family of any person identified above.

(b) If any of the costs to be reimbursed arise from a transaction between Subcontractor and a Related Party, the Subcontractor shall notify Contractor of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred.

6.2 The Cost of the Work shall not include the following:

(a) Salaries and other compensation of the Subcontractor's personnel stationed at Subcontractor's principal office or offices other than the site office, except as specifically authorized in Section 6.1, above.

(b) Expenses of the Subcontractor's principal office and offices other than the site office;

(c) Overhead and general expenses, except as may be expressly included in Section 6.1, above;

(d) The Subcontractor's capital expenses, including interest on the Contractor's capital employed for the Work;

(e) Except as provided in Section 6.1.4(H) of this Work Order, costs due to the negligence or failure of the Subcontractor, its workers, independent contractors, suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract; and

(f) Any cost not specifically and expressly described in Section 6.1, above.

6.3 Cash discounts obtained on payments made by Contractor shall accrue to Contractor if (1) before making the payment, the Subcontractor included them in an Application for Payment and received payment from Contractor, or (2) Contractor has deposited funds with the Subcontractor with which to make payments; otherwise, cash discounts shall accrue to the Subcontractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to Contractor, and the Subcontractor shall make



Project: «Project»
 «ProjectDescription»
 SWO #: «SL»
 «FirmName»

provisions so that they can be obtained. Amounts that accrue to Contractor in accordance with the provisions of this Section shall be credited to Contractor as a deduction from the Cost of the Work.

6.4 The Subcontractor shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under this Agreement and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to Contractor and Contractor and its auditors shall be permitted to audit and copy Subcontractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, proposals, purchase orders, vouchers, memoranda and other data relating to this Agreement. Subcontractor will preserve these records for a period of five years after final payment on each Work Order, or for such longer period as may be required by law. Subcontractor agrees to provide payroll reports, time cards, material invoices and vouchers, etc. as requested, to confirm actual cost of the work with each invoice.

6.5 Contractor shall retain from progress or other payments hereunder ten percent (10%) of the amount due until final acceptance of the work by the Architect and Owner and until seven (7) days after Contractor's receipt of final retention payment from the Owner. All billings for work performed during a calendar month shall be made on Contractor's standard form "Subcontractor Progress Payment Request" and "Conditional Waiver and Release Upon Progress Payment" and must include a schedule of values itemizing in detail work completed and materials and equipment put in place during such month. No other form of payment request will be accepted. **Payment requests must be delivered to Contractor no later than the SubBillDate of each month. All payment requests received after the SubBillDate of the month will be included in the contractor's following month's payment request.**

7 Special Provisions

7.1 If the Project qualifies for a partial or full exemption of sales taxes, Subcontractor will exercise due diligence and make prompt application for any available sales tax exemptions. Subcontractor will cooperate with Dome and do all that is required to timely claim available tax credits.

8. Early Payment Discount

8.1 The parties recognize that early payment of invoices presents a substantial benefit to Subcontractor. As part of the early payment program, Subcontractor must submit a contract compliant invoice, signed Change Orders for any Change Orders that are included in the payment application, and all applicable releases ("Complete Documentation") not later than the 15th day of the month immediately following the applicable billing period. Subcontractor acknowledges that failure to timely submit Complete Documentation will result in a delay in the early payment, but the discount will still apply, as follows: Contractor and Subcontractor agree that if Dome makes payment of any invoice on or before the 15th day of the month immediately following the applicable billing period, or within two working days of Subcontractor's submission of Complete Documentation, the Contract Sum will be reduced by an amount equal to three percent (3%) of the invoice amount. The discount will be applied to the invoice as it is paid. The discount will not apply to any portion of an invoice held back as retention. Early payment may be made by Dome in its sole discretion with respect to some, all, or none of the invoices throughout the project with the discount applying only to such invoices that are paid early as provided herein.

9 Subcontractor Pre-Qualification

9.1 Subcontractor, when requested by Dome, will complete Dome's online pre-qualification procedure and will renew Dome's online pre-qualification application, as such form may be modified from time to time, annually.



Project: «Project»
 «ProjectDescription»
 SWO #: «SL»
 «FirmName»

Acknowledged and Accepted:.

SUBCONTRACTOR:

FIRMNAME

LICENSE No.: _____

BY: _____
 SIGNATURE

BY: _____
 PRINT NAME TITLE

DATE: _____

CONTRACTOR:

DOMESTRUCTURE CORPORATION

LICENSE No.: **B464986**

BY: _____
 SIGNATURE

BY: _____
 PRINT NAME TITLE

DATE: _____

SUBCONTRACTOR, INITIAL HERE _____ IF OPTING OUT OF ARTICLE 8: EARLY PAYMENT DISCOUNT

CORPORATION _____ PARTNERSHIP _____ PROPRIETORSHIP _____ LIMITED LIABILITY COMPANY _____

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the registrar of the board, whose address is:

CONTRACTORS STATE LICENSE BOARD
 P.O. Box 26000
 Sacramento, CA 95826



Project: «Project»
«ProjectDescription»
SWO #: «SL»
«FirmName»

ADDENDUM F – ACH Payment Program

At this time we are requiring all our vendors to take advantage of our payment program through ACH. With ACH payments, invoices are paid electronically – no check will be created for your payment:

Benefits to setting up ACH include:

- Posting of deposits to your company bank account sooner – This will eliminate waiting to receive payments by mail and manually depositing the check at the bank.
- Reducing multi-handling risk – Payments are made directly from our bank to yours, reducing the probability of human intervention error.
- Preventing lost or delayed checks – Payments are made electronically, without the possibility of a check getting lost in the mail.

Please complete the attached ACH enrollment form and upload via GCPay on the ACH compliance line.

Please include your designated e-mail address to which the Remittance information and Unconditional Releases should be sent to below.

Name: _____
Phone No: _____
Email address: _____
Title: _____

In Process

Thank you for updating your records accordingly.

Sincerely,

Fran O'Sullivan
CFO, Dome Construction Corporation



Project: «Project»
 «ProjectDescription»
 SWO #: «SL»
 «FirmName»

AUTHORIZATION FOR AUTOMATIC DEPOSITS TO BANK ACCOUNT

Vendor Name: «FirmName»		Name of Company Initiating Payments ("Company"): Dome Construction Corporation	
Vendor Bank's Name & Branch:		Vendor Customer or Employee Account No. with Company: Vendor No.: «Vendor»	
Vendor Bank's City, State & Zip:			
Vendor Bank Account No:	Vendor Bank's Routing Number (from checks):	Payment Frequency: <input type="checkbox"/> Weekly <input type="checkbox"/> Semi-Monthly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other	Approximate Date of First Automatic Deposit:
Amount of Each Deposit:			
<input type="checkbox"/> \$ <input type="checkbox"/> Between \$ and \$ <input type="checkbox"/> Any Amount			
<p>I hereby authorize Company and its bank, Bank of Marin ("Bank of Marin") to initiate Deposits ("Credits") to Vendor account ("Vendor Bank Account") identified above at Vendor Bank identified above through the Automated Clearing House system. These credits are to be processed beginning on the date indicated above. If this date, or the same day(s) of the month during which subsequent credits are to be processed, is (are) not a banking day on which the credit can be processed, the credit should be processed on the banking day before or after the scheduled date, at Company's option. I also authorize Company to initiate debits ("withdrawals") from Vendor Bank Account to correct any errors that may have been made with credits to Vendor Bank Account. I authorize Vendor Bank to process these debits from and credits to Vendor Bank Account.</p> <p>This authorization will remain effective until I give Company written notice to the contrary and Company has had a reasonable period of time to act on that notice. Vendor revocation of Company's authority to initiate credits to Vendor Bank Account will not affect Company's right to initiate debits to Vendor Bank Account to correct or adjust a credit processed before Vendor revocation of authority has become effective.</p>			
I Warrant to Company, Bank of Marin and Vendor Bank that: <input type="checkbox"/> Only one (1) signature is needed on this authorization to make it effective for Vendor Bank Account. <input type="checkbox"/> Everyone whose signature is needed on this authorization to make it effective for Vendor Bank account has signed it.		Today's Date: Signature: Printed Name: Title: Signature of Other Required Signer: Printed Name: Title:	



Project: «Project»
«ProjectDescription»
SWO #: «SL»
«FirmName»

Pre-Lien Information

In order to accommodate your requirements under the California Preliminary Notice (if applicable) the following information is furnished concerning the referenced project:

LEGAL JOB DESCRIPTION

ProjectDescription
JobAddress
JobAddress2
JobCity, JobState JobZip

BUILDING / PROPERTY OWNER AND MAILING ADDRESS

OwnerFirmName
OwnerAddress
OwnerAddress2
OwnerCity, OwnerState OwnerZip

ARCHITECT AND MAILING ADDRESS

ArchEngName
ArchEngShipAddress1
ArchEngShipAddress2
ArchEngShipCity, ArchEngShipState ArchEngShipZip

GENERAL CONTRACTOR AND MAILING ADDRESS

Dome Construction Corporation
393 East Grand Avenue
South San Francisco, CA 94080

LENDING INSTITUTION AND MAILING ADDRESS

LenderFirmName
LenderMailAddress
LenderMailAddress2
LenderMailCity, LenderMailState LenderMailZip

We believe the foregoing information to be correct, but cannot assume responsibility for its accuracy