

SUBCONTRACT AGREEMENT EXHIBIT – B

Terms and Conditions

THE SUBCONTRACTOR AGREES:

1. To furnish all labor, material, services, equipment and skill necessary or required to perform all work for the Project as it relates to the Subcontractor's scope of work. The Subcontractor's work is further defined by:

EXHIBIT A

2. To pay for all materials, skills, labor, services, and equipment used in, or in connection with, the performance of this Subcontract, when and as bills or claims therefore become due, and to save and protect the Project, the Owner, and the Contractor from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to the Contractor when and if required that he has complied with the above requirements.

3. To begin the work of this Subcontract as soon as the Project is ready for such work or, within TWO (2) calendar days after being notified in writing by the Contractor. Subcontractor shall complete the work of this Subcontract as required by the job's progress or within the following time limits:

IN ACCORDANCE WITH THE PROJECT SCHEDULE TO BE PREPARED BY THE CONTRACTOR AND/OR AS DIRECTED BY THE CONTRACTOR'S PROJECT MANAGER OR PROJECT SUPERINTENDENT AND IN ACCORDANCE WITH EXHIBIT "A" ATTACHED, IF APPLICABLE. TIME IS OF THE ESSENCE FOR COMPLETION OF THIS PROJECT AND SUBCONTRACTOR SHALL BE RESPONSIBLE TO CONTRACTOR FOR ANY DAMAGES INCURRED BY CONTRACTOR AS A RESULT OF SUBCONTRACTOR'S DELAY.

4. To proceed with the work in any orderly and reasonable sequence directed by the Contractor and to abide by the Contractor's decision as to the allotment of all storage and working space on the Project. Should Subcontractor delay the progress of its work or the Project, Subcontractor shall take all necessary action as required to meet and maintain job progress without additional compensation.

5. That no extension of time of performance of this Subcontractor shall be recognized by the Contractor without the prior written consent of the Contractor. If Subcontractor seeks an extension of the time to complete the work of this Subcontract, Subcontractor shall provide Contractor with a written claim for such an extension within seventy two (72) hours after Subcontractor is aware of the occurrence of an event giving rise to the claim. Subcontractor's failure to provide such notice will constitute a waiver of any claim for an extension of time. Subcontractor shall not be granted an extension of time unless Subcontractor demonstrates that the claimed event was beyond Subcontractor's reasonable control and could not have been anticipated or avoided and Contractor receives an extension of time from the Owner under the General Contract. If adverse weather conditions are the basis for Subcontractor's claim for an extension of time, such claim shall be documented by data substantiating that weather conditions were extreme and abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

6. To save harmless the Contractor and all other subcontractors from any and all losses or damage (including without limiting the generality of the foregoing, legal fees and disbursements paid or incurred by the Contractor to enforce the provisions of this paragraph) occasioned by the failure of the Subcontractor to carry out the provision of this Subcontract.

7. To obtain, maintain and pay for such insurance as may be required by the General Contract, the rider(s) attached hereto, or by law, and to furnish the Contractor satisfactory evidence that it has complied with this paragraph; and to obtain and furnish to the Contractor an undertaking by the insurance company issuing each such policy that such policy will not be cancelled or materially modified except after thirty (30) days' notice in writing to the Contractor of its intention to do so.

The Work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractor's sole expense) and hold harmless Contractor, the Owner, affiliated companies of Contractor, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("**Claims**") which arise or are in any way connected with the work performed, materials furnished, or services provided under this Subcontract by Subcontractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Subcontractor, its employees or its agents whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Subcontractor shall not be obligated to indemnify and defend Contractor or Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Provided that Contractor has made payment in accordance with the terms of the Subcontract, Subcontractor agrees to keep the Project lien free and timely pay its subcontractors, suppliers and materialmen. To the extent any lien by any sub-subcontractor is determined to be caused by the fault of Subcontractor, the Subcontractor shall indemnify and defend the Indemnified Parties from any claims, demands, costs and expenses (including attorneys' fees) incurred as a result of such lien. Upon the request of the Owner or Contractor, the Subcontractor shall within thirty (30) days remove any such liens determined to be caused by the fault of the Subcontractor. If the Subcontractor fails to do so, the Owner and Contractor are authorized by Subcontractor to remove or satisfy any such liens and the Subcontractor shall pay to the Owner and Contractor all costs and damages incurred by the Owner and Contractor to do so, including attorneys' fees.

Subcontractor's indemnification and defense obligations hereunder shall extend to claims occurring after this Subcontract is terminated as well as while it is in force and shall continue until it is finally adjudicated, that any and all actions against the indemnified parties for such matter which are indemnified hereunder are fully and finally barred by applicable laws.

8. To accept responsibility for all damage caused by the Subcontractor, to clean all surfaces soiled by the Subcontractor, and to protect the work performed by the Subcontractor, it being understood that the standards of protection shall not be less than those specified in the General Contract or required by law, and to be responsible for any defective or improper work or material caused by its failure so to do. If any dispute arises between the Subcontractor and another subcontractor regarding their respective responsibility for any item of damage, the dispute shall be submitted to the Contractor for decision and Contractor's determination as to responsibility.

9. To take all safety precautions with respect to Subcontractor's work, shall comply with all safety measures initiated by the Contractor and required by the Contract Documents and with all applicable laws, rules, regulations, ordinances and lawful orders of any public authority for the safety of persons or property.

10. Not to assign or sub-let this Subcontract or any part thereof and not to assign any money due or to become due hereunder without first obtaining the written consent of the Contractor hereto.

11. To be bound to the Contractor by the terms of the General Contract, to conform to and to comply with the provisions of the General Contract, to furnish such shop drawings, samples, product data, submittals, samples, mockups, and other details as may be required by Contractor or the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities that the Contractor assumes in and by the General Contract toward

the Owner, insofar as they are applicable to this Subcontract. Where any provision of the General Contract Documents between the Owner and the Contractor is inconsistent with any provision of this Subcontract, this Subcontract shall govern. The General Contract is available to be reviewed on Submittal Exchange. If, in connection with the Subcontractor's review of the Contract Documents, the Subcontractor discovers, or should have discovered, that portions of the Contract Documents are at variance with any applicable laws, are inconsistent in any way, or otherwise contain any defects, errors, or omissions, the Subcontractor shall promptly notify Contractor. Nothing in this Subcontract obligates Contractor to provide portions of the General Contract that are not applicable to Subcontractor or are otherwise confidential to Contractor. When as-built drawings are required by the Contract Documents, Subcontractor shall record as-built conditions on the drawings in a form acceptable to Contractor. Subcontractor acknowledges and agrees that approval of any shop drawings, samples, product data, submittals, samples, or mockups shall mean only that the submission conforms to the general concept of the Project and shall not relieve Subcontractor of its obligation to perform the Work in compliance with the Contract Documents. No substitutions of similar supplies, materials or equipment for items called for by the Contract Documents shall be made unless approved by Contractor and Owner.

12. To employ no person whose employment on or in connection with this Subcontract may be objectionable to the Contractor and to remove any such person when objected to by the Contractor, all upon reasonable grounds. Subcontractor shall not employ personnel that may cause strikes, work stoppages or labor interferences. Subcontractor shall at all times maintain a workable and cooperative relationship with any other contractors working on the Project.

13. That the Contractor or his authorized representative shall have the right to order in writing the omission or addition of any parts of the work or materials as omitted from or added to the General Contract by the Architect and/or Owner; that fair adjustments shall be made in the Contract price for such omitted or added work or materials; and that no extra work shall be allowed or changes made by the Subcontractor, or paid for by the Contractor UNLESS AND UNTIL AUTHORIZED BY THE CONTRACTOR OR CONTRACTOR'S AUTHORIZED REPRESENTATIVE IN WRITING BEFORE THE WORK AND/OR CHANGES ARE STARTED.

15. To guarantee the Subcontract to the same extent that the Contractor is obligated to guarantee its work under the General Contract, but in any event to guarantee its work against all defects in material or workmanship and to represent and warrant that the work required under this Subcontract shall be in conformance with the Contract Documents.

16. That in case the Subcontractor shall fail to correct, replace and/or re-execute faulty or defective work done and/or materials furnished under this Subcontract Agreement when and if required by the Contractor, or shall fail to complete or diligently proceed with this Subcontract Agreement within the time herein provided for, the Contractor upon two (2) calendar days' notice in writing to the Subcontractor shall have the right to supplement Subcontractors work force, correct, replace and/or re-execute such faulty or defective work or to supplement this Subcontractor's work force and / or to take over as necessary for this Subcontract Agreement and complete same whether through its own employees or through a Contractor or Subcontractor of its choice and to charge the cost thereof to the Subcontractor together with any liquidated damages or costs caused by the delay in the performance of this Subcontract.

17. That in case of default on the part of the Subcontractor under the terms of this Subcontract the material and equipment of the Subcontractor shall be left on the Project for the use by the Contractor in completing the work covered by this Subcontract.

18. To comply with all Federal and State laws, regulations, ordinances, codes, permits, orders, and all municipal ordinances and regulations effective where the work under this Subcontract is to be performed, and to pay all costs and expenses connected with such compliance, to pay all fees and taxes, including sales and use taxes, and also pay all taxes imposed by any State or Federal law for any employment insurance, pensions, old age retirement funds or any similar purpose and to furnish all necessary reports and information to the appropriate federal, state and municipal agencies, with respect to all of the foregoing the same as though the Subcontractor was in fact the Contractor, and to hold the Contractor, each other Subcontractor and the Owner harmless from any and all losses or

damage occasioned by the failure of the Subcontractor to comply with the terms of this paragraph, including but not limited to attorneys' fees and consultant costs.

19. To pay all royalties and license fees; to defend all suits or claims for infringement of any patent rights involved in the work of the Subcontractor under this Subcontract; and to save the Contractor and other Subcontractors harmless from loss, cost or expense on account of such use or infringement by the Subcontractor.

20. If any part of the Subcontractor's work depends on proper execution or results upon the work of the Contractor, any other Subcontractor or any other separate Contractor on the project, the Subcontractor shall inspect within 24 hours and promptly report in writing to the Contractor any apparent discrepancies or defect in such work that renders it unsuitable for such proper execution and results. Failure of the Subcontractor to inspect and report in writing shall constitute an acceptance of the work of the Contractor, other subcontractors or other separate contractors as fit and proper to receive Subcontractor's work.

21. To never dispose of hazardous substances, pollutants, or contaminants as defined in relevant State and/or Federal statutes in the dumpsters or other disposal facilities which may be provided by the Contractor for disposal of construction debris. Subcontractor shall also cleanup and remove from the site all debris caused by its operations no less than once each workday. Should Subcontractor fail to provide such cleanup and debris removal, Contractor, upon written notice to Subcontractor, may arrange to have such work performed for the account of Subcontractor and deduct the cost thereof from amounts otherwise owed to Subcontractor.

THE CONTRACTOR AND SUBCONTRACTOR AGREE AS FOLLOWS:

22. Contractor to employ, and does hereby employ the Subcontractor to do the work described in paragraph 1 hereof, subject to the provisions of this Subcontract.

23. Contractor to pay the Subcontractor for the full, faithful and prompt performance of the Subcontract, subject to all the terms and conditions hereof. The Sum may be changed only upon Contractor's written consent and in accordance with the terms of this Subcontract. The Sum includes, and Subcontractor accepts exclusive liability for payment of, all federal, state, county, municipal, and other taxes imposed by law or contract, and based upon labor, services, materials, equipment or other items acquired, performed, furnished or used in connection with the Subcontractor's work, including, but not limited to (a) contributions, taxes or premiums (including interest and penalties) measured upon payroll or required to be withheld from employees; (b) sales, use, personal property and other taxes (including interest and penalties), whether stated separately, imposed by reason of performance of the Subcontractor's work or any materials, equipment, labor, services or other items in connection with the Subcontractor's work; or (c) pension, welfare, vacation, annuity and other benefit contributions payable in connection with labor agreements or applicable law.

24. SUBCONTRACTOR'S INVOICES SHALL BE SUBMITTED THROUGH PROCORE. ANY INVOICES NOT RECEIVED BY THE 25TH DAY OF EACH MONTH, WILL BE INCLUDED IN THE FOLLOWING MONTH'S PAYMENT APPLICATION THAT CONTRACTOR SUBMITS TO THE OWNER.

Contractor to include in Contractor's monthly pay application to the Owner, the value of all work, labor and materials of the Subcontractor properly incorporated in this Project, in accordance with the provisions of this Subcontract for which invoices have been furnished by the Subcontractor and approved by the Contractor. Upon learning that the amount certified due for the Subcontractor is different from the amount requested by the Subcontractor, the Contractor shall immediately so advise Subcontractor and furnish such information as the Contractor may have for the difference.

In no event shall Subcontractor be entitled to receive a progress payment from Contractor prior to Contractor's actual receipt of that payment from Owner. Contractor's receipt of payment from Owner shall be a condition precedent to any obligation to pay Subcontractor for any portion of the Subcontractor's work. Subcontractor acknowledges and agrees that it shall have no right to receive payment unless the Contractor receives payment from the Owner for Subcontractor's work and that Subcontractor waives all right to commence litigation or other dispute

resolution proceedings for payment until such amounts are received by Contractor from Owner, unless non-payment is caused solely by the negligent acts or omissions of Contractor. Once this condition precedent is satisfied and so long as the Subcontractor is not in default under the terms of this Subcontract, Contractor shall pay progress payments to the Subcontractor within 10 days of receipt from the Owner for the amount received from the Owner by the Contractor on account of the Subcontractor's work, less 5% retainage. Said retainage will be held for up to (1) one year after completion of the Project or until Contractor receives such retainage payments from Owner, whichever is later. Subcontractor shall not be entitled to receive any retainage payment until Subcontractor's work is deemed to be 100% complete, accepted and signed off by the Contractor.

In no event shall Subcontractor be entitled to receive final payment from Contractor prior to Contractor's actual receipt of that payment from Owner. Contractor's receipt of payment from Owner shall be a condition precedent to any obligation on the part of the Contractor to issue final payment to the Subcontractor. Subcontractor acknowledges and agrees that it shall have no right to receive final payment unless the Contractor receives payment from the Owner for Subcontractor's work and that Subcontractor waives all right to commence litigation or other dispute resolution proceedings for payment until such amounts are received by Contractor from Owner, unless non-payment is caused solely by the negligent acts or omissions of Contractor. Once this condition precedent has been satisfied, the Contractor shall have 30 days to make final payment, including all retention, to the Subcontractor.

25. The Subcontractor shall furnish to the Contractor lien waivers for work performed and materials provided and shall provide lien waivers from its Subcontractors and material suppliers for work performed and materials provided within 7 calendar days of payment by the Contractor. If required by the Contractor, Subcontractor shall furnish a conditional release and lien waiver prior to payment from Contractor within 5 calendar days of Contractor's request. Subcontractor warrants and guarantees that title to all of Subcontractor's work, materials, and equipment included in an application for payment, whether incorporated into the Project or not, will pass to Owner upon receipt of such payment by Subcontractor, free and clear of all liens, claims, security interests or encumbrances. Subcontractor shall pay promptly for all materials, skills, labor and equipment used in the performance of the Agreement, as bills or claims become due.

26. Any dispute between the Contractor and the Subcontractor and any dispute between the Owner and the Subcontractor arising out of or related to this Subcontract, including, without limitation, the breach thereof, shall at the Contractor's sole discretion and selection be settled by (a) the same procedures and in the same manner as required by the General Contract for disputes between Contractor and Owner, including, without limitation, any requirement to arbitrate or mediate disputes; (b) litigation in a court of law venued in the appropriate state or federal court in Hennepin County, Minnesota, which court the parties agree has jurisdiction over and is the most convenient forum for the resolution over said dispute; or (c) arbitration, venued in Hennepin County, Minnesota, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment rendered upon the award may be entered in any court having jurisdiction thereof. Should Contractor prevail in any dispute resolved pursuant to this paragraph, Contractor shall be entitled to recover its costs, disbursements and attorneys' fees expended in defending or prosecuting said dispute. To the fullest extent permitted by law, the Contractor and Subcontractor irrevocably and unconditionally waive trial by jury in any legal proceeding relating to this Subcontract. Subcontractor agrees to be joined in any arbitration or dispute resolution that involves Subcontractor's work on the Project. In the event that a claim, dispute, or disagreement arises during the performance of the Subcontractor's work, Subcontractor agrees to continue performing the work and Contractor agrees to continue to pay undisputed amounts owed under this Subcontract while the dispute is being resolved.

27. If notification of any claims has been made against the Subcontractor or the Contractor arising out of labor or materials furnished the Project or otherwise on account of any actions or failures to act by the Subcontractor in the performance of this Subcontract, the Contractor may, at its discretion, withhold from such amounts otherwise due or to become due hereunder a sum adequate to cover said claims and any costs or expenses arising or to arise in connection therewith pending legal settlement thereof. The right of the Contractor shall not be exclusive of any other rights of the Contractor herein or by law provided.

28. The failure of the Contractor to make undisputed payments as and when herein provided shall, in addition to all other rights, entitle the Subcontractor to suspend all work and shipments during the continuance of such default on

the part of the Contractor, and shall further entitle the Subcontractor to an extension of time for the performance of the work covered by this Subcontract Agreement.

29. Except in an emergency or to enforce safety requirements. Contractor shall not issue or give any instructions, orders or directions to any employee or workman of the Subcontractor other than persons Subcontractor has designated as the person at the project / work site having supervisory responsibility for the Subcontractors work.

30. Contractor has the right to withhold progress and/or final payments to Subcontractor for any outstanding submittals and/or closeout documents.

31. Unless otherwise specified. Subcontractor is limited to the following markups for overhead and profit for extra work: 5% on own forces, 5% on materials and 5% on Subcontractors. Detailed material and labor cost breakdowns and detailed hourly rate cost breakdown information shall be provided by Subcontractor with all change order requests.

32. Subcontractor shall complete all punch list work within (14) calendar days of the punch-list inspection date.

33. All prior negotiations, correspondence, proposals, etc. with respect to or in any way involving the subject matter of the contract, whether with Architects or Engineers representing the Contractor, or with offices, agents or employees of the Contractor are merged into this Subcontract between Subcontractor and Contractor who are the whole parties to said Subcontract.

34. Contractor may terminate the Subcontract, in whole or in part, at any time by written notice to Subcontractor, whether or not the Subcontractor is in default. Such termination shall be effective at the time and in the manner specified in said notice and shall be without prejudice to any claims which Contractor or Owner may have against Subcontractor. Upon receipt of any such notice, Subcontractor shall (a) immediately discontinue its work; (b) place no further orders for materials, equipment or services, except as may be necessary for completion of such portion of the Work that is not terminated; (c) promptly make every reasonable effort to procure cancellations, upon terms satisfactory to Contractor, of all material orders and related subcontracts; and (d) thereafter execute only such portion of the work that is not terminated, or in the event that all of the work is terminated, execute only that portion of the work as may be necessary to preserve and protect the work already in progress and to protect materials and equipment at the Project site or in transit thereto. Subcontractor waives any claims for damages, including loss of anticipated profits for uncompleted work, on account of termination by Contractor pursuant to this paragraph and shall accept as its sole remedy payment of the amount recovered by Contractor from owner allocated as compensation for termination of the Work. If Subcontractor breaches any term of this Subcontract, Contractor may terminate this Subcontract for Subcontractor's default upon seven days' written notice to Subcontractor, in which case Subcontractor shall take all action as specified in this paragraph and shall be paid for all work performed up to the date of termination, less any damages suffered by Contractor as a result of Subcontractor's default.

35. The terms of this Subcontract and the General Contract are confidential and any and all non-public information obtained by Subcontractor from the Owner or Contractor in connection with the Project are confidential and shall not be disclosed by Subcontractor or any of the Subcontractor's affiliates, employees, agents, or subcontractors to any third party without Contractor's prior written consent, provided that Subcontractor may disclose such information to its employees, attorneys, consultants, insurers, and subcontractors who have a need to know such information, each of whom must agree to maintain the confidentiality thereof.

36. This Subcontract together with the ALL exhibit riders, are and made a part hereof constitutes the entire understanding of the parties and supersedes any prior proposal or agreements. The exhibit riders are as follows: A. B. C. D. E and F.

STANDARD EXHIBIT A TERMS AND CONDITIONS

All prior negotiations, correspondences, proposals, etc. with respect to or in any way involving the subject matter of the contract, whether with Architects or Engineers representing the Contractor or with offices, agents or employees of the Contractor are merged into this Subcontractor Agreement between said Subcontractor and Contractor who are the whole parties to said Subcontract Agreement.

In the event any conflicts exist between the Exhibit "A" and any other provisions of this Subcontract Agreement the following shall prevail in this order: 1) This Exhibit "A", 2) The general provisions and other exhibits of this Subcontract Agreement, 3) The plans and specifications of the above referenced Project.

Stonebridge Construction Inc has utilized Procore for the project where the projects documents (specifications, plans, addendums, ASI's, construction directives, change requests, etc.) can be viewed. Accordingly, this Subcontractor understands and agrees it is their responsibility to login and view Procore for any updates, plan revisions, clarifications, etc. on a continual basis.

Procore will help with notifications when updates, postings, changes or revisions are posted to the website. Although Stonebridge Construction Inc will do it's best to notify Subcontractor of updates to Procore, Subcontractor agrees that ultimately it is their responsibility to review Procore so as not to delay timely responses.

If this is a design build project / Subcontract Agreement, Subcontractor agrees to submit documents as necessary to Stonebridge Construction Inc in PDF format for posting to the projects website.

To access the projects website via Stonebridge Construction Inc.'s Plan Room, please log into www.MNstonebridge.com/plans

Stonebridge! (all letters are case sensitive)

If Stonebridge Construction Inc is using Procore for the project where the projects documents (specifications, plans, addendums, ASI's, construction directives, change requests, etc.) can be viewed. Accordingly, this Subcontractor understands and agrees it is their responsibility to login and view Procore for any updates, plan revisions, clarifications, etc.

Provide all governing authority(s) permits, state and local taxes and use taxes as required for this Subcontractor's scope of work.

All work and materials shall be completed in accordance with this Subcontract Agreement, the plans and specifications, all applicable national, state and local building codes having jurisdictional approval over the project, regardless of any errors and /or omissions that may occur within the construction documents.

All small tools and consumables or any other equipment and fasteners needed to complete this Subcontractor's scope of work are to be supplied by this Subcontractor.

This Subcontractor agrees to provide all staging, scaffolding, hoisting, ladders, Lulls, forklifts, all terrain lifts, cranes, etc. necessary to complete this subcontractor's scope of the work as outlined above. The Subcontractor is responsible for loading and un-loading of all material. If the Subcontractor uses equipment provided by Stonebridge Construction, Inc., then the Subcontractor will provide an authorized/trained operator to run the equipment. Stonebridge Construction, Inc. is not responsible to handle any supplies, rubbish, tools, etc.

This Subcontractor acknowledges and agrees it is their responsibility to provide and install adequate temporary protection for adjacent finishes installed by other trades prior to the installation of this Subcontractors work scope outlined in this Subcontract Agreement.

Each individual trade and/or Subcontractor is responsible for cleanup and removal of all debris created by their work to a dumpster provided for by Stonebridge Construction Inc. If this cleanup work is not performed on a daily basis or within a reasonable time at a satisfactory level, Stonebridge Construction Inc will issue a written 24-hour notice to perform the cleanup. Should this Subcontractor fail to perform in accordance with the written notice Stonebridge

Construction Inc will perform the work and deduct the cost(s) from this Subcontractor's contract amount. Complete cooperation is expected in regard to cleanup work, so a safe and profitable job environment is created and maintained.

It is understood that Stonebridge Construction maintains a non-smoking building site. Any person(s) found to be smoking within the building will be removed from the project. This policy includes E-cigarettes. It will be the responsibility of the Subcontractor to replace worker(s) removed from the site so as not to delay the progress of the project. Designated smoking areas outside the building will be assigned by the Project Superintendent.

It is understood that food and drinks (other than water in a reusable container) are prohibited from the building unless in designated "break" areas specified by the Project Superintendent. Any person(s) with food or drink inside the building without authorization will be removed from the project. It will be the responsibility of the Subcontractor to replace worker(s) removed from the site so as to not delay the progress of the project. All designated "break" areas must be approved by the Project Superintendent.

Subcontractor/Vendor shall not be entitled to receive a change order for work that is reasonably inferable from the Contract Documents and this Subcontractor/Vendor's scope of work. Further, this Subcontractor/Vendor is entirely responsible for all quantity verifications.

It is understood and agreed Subcontractor shall not perform any extra work activities without prior written authorization from Stonebridge Construction's Project Manager.

Subcontractor understands and agrees that no change orders will be issued to this Subcontract Agreement unless approved by Stonebridge's project manager as mentioned above and/or unless there is a change directive issued by the Owner and / or an Owners Agent associated with the project.

Subcontractor agrees to have a manufacturer's (waterproofing, EIFS, roofing, siding, window, etc.) representative onsite to perform periodic inspections. Subcontractor shall provide / submit manufacturer's written report(s) to Stonebridge Construction Inc within one week of the inspection(s). All costs associated with the manufacturer's inspections are included within the contract amount.

Stonebridge Construction Inc reserves the right to withhold progress payments and/or final payments for any outstanding submittals and/or closeout documents. Subcontractor shall provide at a minimum the following:

- a. Three (3) full size plan sets of this Subcontractor's as-build drawings, edge bound and labeled
- b. Three (3) copies of all warranties and closeout information as required by the project specifications, assembled and labeled in a 3-ring binder
- c. An electronic version of all as-build drawings, warranties and closeout information either via email, Dropbox, CD/DVD or flash drive.

Warranty call backs shall be completed within 24 hours of being contacted in writing.

Subcontractor agrees to submit a written safety/AWAIR Program to Stonebridge Construction Inc within 10 days of receiving this Subcontract Agreement. A copy of this Subcontractor's written safety program and all SDS sheets associated with this Subcontractor's work scope shall be kept on site and be accessible at all times by this Subcontractor. Subcontractor's written safety/AWAIR program shall include a site-specific fall protection plan and shall comply with all local, state, federal, and applicable codes and regulations, including, but not limited to the most recent OSHA regulations.

Included within the contract amount are all labor, material, equipment and tax cost increases that may be realized by this Subcontractor's work scope over the duration of this contract.

Subcontractor agrees that they have included in their scope of work and in the contract amount, all materials, equipment and labor for any trade related work scope items pertaining to this Subcontractor's scope of work identified within the construction documents as by "General Contractor" or "Contractor".

Subcontractor shall provide a qualified, competent individual / Foreman who is well versed in the applicable codes associated with this Subcontractor's work scope in conjunction with being knowledgeable with construction means and methods of performing this Subcontractor's scope of work.

This individual/Foreman will be required to be onsite at all times while this Subcontractor is performing work on the project site.

This individual/Foreman shall have authority to make decisions on behalf of this Subcontractor and this Subcontract Agreement.

This individual/Foreman will be required to participate in all weekly project progress meetings, meet and discuss, on a daily basis with Stonebridge Construction Inc.'s onsite supervisor items such as this Subcontractor's contracted work scope, scheduling and coordination of this Subcontractor's work activities in harmony with the other trades onsite.

This individual/Foreman will also be responsible for coordinating and scheduling this Subcontractor's inspections with the City, County, State or other individual(s) having approval authority for this projects jurisdiction over this Subcontractor's work scope/trade.

Should this project utilize the Procore project management service, Subcontractor agrees that all shop drawings, submittals and RFI's shall be submitted through Procore for processing and approval.

All cost impacts for ASI's, change requests, or cost issues (additive or deductive) shall be submitted within 5 calendar days of receipt. Late items will not be considered unless it has been approved by the Stonebridge Construction Project Manager.