



Addendum #: Addendum #1
Issue Date: 03/13/2024

The following additions, clarifications and revisions have been made to the Contract Documents:

CLARIFICATIONS:

1. CORE has received a number of RFI's and is working to provide responses. The RFI log will be provided in the next addendum which is schedule to be released March 20th.
2. All RFI's and substitution requests are due by end of day business day March 25th. Questions submitted after that time might not receive a response.

REVISIONS:

1. **ISSUE** attachment 00 31 13a Schedule - Edgar County Jail - Attach D 3-13-24 in its entirety.
2. **ISSUE** attachment 00 31 13b Site Logistics Plan - Edgar County Jail - SLP in its entirety.
3. **ISSUE** Section 00 50 00b - 22-01-011 Sample Subcontract Agreement in its entirety



ID	Task Name	Duration	Start	Finish	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	
147	Install MEPPF Ceiling Trim	7 days	Mon 4/7/25	Tue 4/15/25																				
148	Provide Commercial & Residential Appliances	3 days	Mon 4/14/25	Wed 4/16/25																				
149	Final Connections to Appliances & Equipment	3 days	Thu 4/17/25	Mon 4/21/25																				
150	Detention Equipment	145 days	Wed 8/7/24	Tue 3/4/25																				
151	Install Detention Equipment	130 days	Wed 8/7/24	Tue 2/11/25																				
152	Test/Certify Detention Equipment	15 days	Wed 2/12/25	Tue 3/4/25																				
153	Finishes	96 days	Thu 1/23/25	Fri 6/6/25																				
154	Hang & Tape Drywall Walls & Ceilings	8 days	Thu 1/23/25	Mon 2/3/25																				
155	<i>Complete Drywall</i>	<i>0 days</i>	<i>Mon 2/3/25</i>	<i>Mon 2/3/25</i>																				
156	Prime & 1st Coat of Paint	12 days	Tue 2/4/25	Wed 2/19/25																				
157	Install Interior Storefront & Glazing	5 days	Thu 2/20/25	Wed 2/26/25																				
158	Install Mezzanine Guardrail	3 days	Thu 2/20/25	Mon 2/24/25																				
159	Install Sealed & Stained Concrete	12 days	Thu 2/27/25	Fri 3/14/25																				
160	<i>Complete Sealed & Stained Concrete</i>	<i>0 days</i>	<i>Fri 3/14/25</i>	<i>Fri 3/14/25</i>																				
161	Install Detention Finish Items	3 days	Mon 3/17/25	Wed 3/19/25																				
162	Install ACT Grid	15 days	Mon 3/17/25	Fri 4/4/25																				
163	<i>Complete ACT Grid</i>	<i>0 days</i>	<i>Fri 4/4/25</i>	<i>Fri 4/4/25</i>																				
164	Install Epoxy Floors	10 days	Mon 3/31/25	Fri 4/11/25																				
165	Install Toilet Partitions & Accessories	5 days	Mon 4/14/25	Fri 4/18/25																				
166	Drop ACT Tile	5 days	Wed 4/16/25	Tue 4/22/25																				
167	Install Casework/Countertops	4 days	Wed 4/23/25	Mon 4/28/25																				
168	Install Lockers	2 days	Wed 4/23/25	Thu 4/24/25																				
169	Install Carpet	3 days	Tue 4/29/25	Thu 5/1/25																				
170	Install LVT	3 days	Fri 5/2/25	Tue 5/6/25																				
171	Install Rubber Tile	3 days	Wed 5/7/25	Fri 5/9/25																				
172	Install Padding	2 days	Wed 5/7/25	Thu 5/8/25																				
173	Install Interior Signage	5 days	Mon 5/12/25	Fri 5/16/25																				
174	Final Coat of Paint	7 days	Mon 5/19/25	Wed 5/28/25																				
175	Final Clean	7 days	Thu 5/29/25	Fri 6/6/25																				
176	<i>Start Building Punch List</i>	<i>0 days</i>	<i>Mon 6/9/25</i>	<i>Mon 6/9/25</i>																				
177	Building Punch List	10 days	Mon 6/9/25	Fri 6/20/25																				
178	<i>Building Construction Complete</i>	<i>0 days</i>	<i>Fri 6/20/25</i>	<i>Fri 6/20/25</i>																				
179	Site Construction - Finish	55 days	Fri 3/14/25	Fri 5/30/25																				
180	<i>Start Removing Temp Road</i>	<i>0 days</i>	<i>Fri 3/14/25</i>	<i>Fri 3/14/25</i>																				
181	Remove Temp Road	5 days	Fri 3/14/25	Thu 3/20/25																				
182	Re-Grade To Prep For Site Finishes	3 days	Fri 3/21/25	Tue 3/25/25																				
183	Install Fencing & Gates	7 days	Wed 3/26/25	Thu 4/3/25																				

Task Milestone Summary Project Summary Deadline Critical Progress



ID	Task Name	Duration	Start	Finish	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September
184	Install Curb & Gutter	7 days	Wed 3/26/25	Thu 4/3/25																			
185	Install Bollards	1 day	Wed 3/26/25	Wed 3/26/25																			
186	Install Sidewalks	5 days	Fri 4/4/25	Thu 4/10/25																			
187	<i>Complete Sidewalks/Curb/Gutter</i>	<i>0 days</i>	<i>Thu 4/10/25</i>	<i>Thu 4/10/25</i>																			
188	Install Paving	5 days	Tue 5/6/25	Mon 5/12/25																			
189	<i>Complete Paving</i>	<i>0 days</i>	<i>Mon 5/12/25</i>	<i>Mon 5/12/25</i>																			
190	Pavement Markings, Signage, Wheel Stops	2 days	Tue 5/13/25	Wed 5/14/25																			
191	Set Light Poles	3 days	Thu 5/15/25	Mon 5/19/25																			
192	Install Landscaping	8 days	Tue 5/13/25	Thu 5/22/25																			
193	<i>Start Site Punch List</i>	<i>0 days</i>	<i>Fri 5/23/25</i>	<i>Fri 5/23/25</i>																			
194	Site Punch List	5 days	Fri 5/23/25	Fri 5/30/25																			
195	<i>Site Construction - Finish Complete</i>	<i>0 days</i>	<i>Fri 5/30/25</i>	<i>Fri 5/30/25</i>																			
196	<i>Construction Completion</i>	<i>0 days</i>	<i>Fri 6/20/25</i>	<i>Fri 6/20/25</i>																			
197	Weather Day Allowance	10 days	Mon 6/23/25	Mon 7/7/25																			
198	<i>Contractual Substantial Completion</i>	<i>0 days</i>	<i>Mon 7/7/25</i>	<i>Mon 7/7/25</i>																			
199	Owner Provided Activities	342 days	Mon 4/1/24	Mon 8/4/25																			
200	Owner Provided Utilities (TBD)	17 days	Mon 4/22/24	Tue 5/14/24																			
201	Receive Submittal for Access Controls	30 days	Mon 4/1/24	Fri 5/10/24																			
202	Receive Access Controls Materials on Site	75 days	Tue 6/18/24	Wed 10/2/24																			
203	Receive Owner Provided Appliances & Equip	5 days	Mon 4/14/25	Fri 4/18/25																			
204	IDOC - Testing & Inspection	10 days	Mon 6/23/25	Mon 7/7/25																			
205	Owner - FF&E Install	20 days	Tue 7/8/25	Mon 8/4/25																			
206	<i>Edgar County Jail Complete</i>	<i>0 days</i>	<i>Mon 8/4/25</i>	<i>Mon 8/4/25</i>																			



SUBCONTRACT AGREEMENT

THIS SUBCONTRACT made this ___ day of MONTH, 2024 by and between CORE Construction, Services of Illinois, Inc., an Illinois Corporation, 601 SW Water Street, Peoria, Illinois 61602 PHONE: (309) 404-4700, ELECTRONIC MAIL: timerickson@coreconstruction.com, herein referred to as the "Contractor", and **Subcontractor Name, Address, City, State, Zip. PHONE: 000 000-0000, ELECTRONIC MAIL: _____**, (License No. N/A), herein referred to as the "Subcontractor".

Subcontractor shall be deemed to have accepted the terms of this Subcontract upon commencing performance of any portion of the Subcontract Work as defined herein or in the absence of any objections in writing delivered to Contractor within fifteen (15) days of Subcontractor's receipt of this Subcontract.

The parties agree as follows:

SECTION ONE CONTRACT DOCUMENTS

Subcontractor shall perform Subcontract Work as defined herein at Edgar County Jail located at TBD on Springfield Road, herein referred to as the "Project", for Edgar County, herein referred to as the "Owner", at 115 W. Court Street, Paris, Illinois 61944. The Subcontract Work shall be in accordance with the Owner-Contractor agreement, the general conditions, supplementary general conditions of the contract between Owner and Contractor (collectively the "Prime Contract"), all drawings and project manuals, any addenda issued prior to execution of this Subcontract, and alternates as prepared by Klinger & Associates, PC, herein referred to as the "Architect", all of which general conditions, supplements to the general conditions of the contract between Owner and Contractor, supplements to the Owner and Contractor agreement, drawings and project manuals (hereinafter "Contract Documents"), form a part of the contract between Owner and Contractor dated 14 July, 2023 and hereby become a part of this Subcontract as though fully set forth in this Subcontract. All documents referenced above are available for inspection and copying by Subcontractor at its expense upon written request. Contractor reserves the right to make reasonable redactions to the Prime Contract. In the event of conflict between terms of the Contract Documents and this Subcontract, the terms of the Subcontract shall take precedence and govern the relationship between Contractor and Subcontractor.

SECTION TWO SCOPE OF SUBCONTRACT WORK

Subcontractor agrees to furnish all labor, materials, equipment, tools, scaffolding, hoisting, supervision, licenses and permits, clean-up, haul off of debris, and all other services necessary to timely and fully complete in a workmanlike manner all **DESCRIPTION** in accordance with this Subcontract; Exhibit A – Subcontract General Conditions, and in compliance with any applicable items described on Addendum 1 - State Specific Provisions, and on Attachment "A" – Scope of Work; Attachment "B" – General Provisions; Attachment "C" – Enumeration of Documents; Attachment "D" – Schedule; Attachment "E" – Insurance Conditions, and all work reasonably inferable therefrom as necessary to produce the results intended, collectively referred to as the "Subcontract Work."

SECTION THREE PAYMENT

Subcontract Price. In accordance with this Section, Contractor agrees to pay Subcontractor for the performance of this Subcontract, the Subcontract Price of **DOLLAR AMOUNT and No/100 Dollars (\$00.00)**, subject to additions and deductions for changes in the work as agreed upon or determined, as herein provided. After receipt of payment from

Owner, Contractor will pay Subcontractor each month the amount which Subcontractor has earned less retainage in an amount equal to ten percent (10%) of the value or that retainage which is allowed by the Prime Contract or the applicable state law, whichever is less. Payments shall be computed on the basis of the quantity, as approved by Owner or Owner's representative, of the Subcontract Work performed herein, less the aggregate of previous payments.

SECTION FOUR BONDS

Performance and/or Payment Bond. If required by Attachment A, Scope of Work, Subcontractor shall be required to provide a performance bond and payment bond in the amount of the Subcontract Price from a bonding company with an A.M. Best rating of A or better; acceptable to Contractor and holding a certificate of authority to transact surety business issued by the appropriate governmental agency where the Project is located, and any such bonds shall not be executed by an individual surety. All such bonds shall remain in effect through and including the Warranty Period. The bonds are to be provided within seven (7) days before Subcontract Work begins and, in a form, acceptable to Contractor. If bonds are not furnished within the time provided, Contractor shall have option to terminate the Subcontract. Contractor reserves the right to demand a replacement bond or other security in the event: 1) the surety is deemed in rehabilitation or liquidation, or 2) if the A.M. Best rating of the surety drops by two or more degrees. The replacement bond shall have an A.M. Best rating of A or better, or alternate security may be provided at Contractor's discretion in the form of a letter of credit from a secured financial institution.

SECTION FIVE NOTICE INFORMATION

Notices. Any notices or other communications required or permitted by this Subcontract shall be sufficiently given if in writing and (i) delivered personally and to individuals executing this Subcontract at the address above, (ii) sent by certified mail, return receipt requested, postage prepaid, (iii) sent by overnight express mail, addressed as shown above, or to such other address as the party concerned may substitute by written notice to the other; and/or (iv) sent by electronic mail to the email address provided above, on Attachment "A", or as otherwise designated in writing. All notices personally delivered or sent by electronic mail to a correct address shall be deemed received on the date of delivery. All notices forwarded by mail shall be deemed received on a date seven (7) days (excluding Sundays and Holidays) immediately following date of deposit in the U.S. Mail. Provided, however, the return receipt indicating the date upon which all notices were received shall be prima facie evidence that such notices were received on the date on the return receipt.

WHEREFORE, the parties have entered into this Subcontract as of the day and year first written above.

CONTRACTOR:

CORE Construction Services of Illinois, Inc.

By: _____

Its: _____

Date: _____

SUBCONTRACTOR:

Subcontractor Name

By: _____

Its: _____

Date: _____



EXHIBIT A SUBCONTRACT GENERAL CONDITIONS

SECTION ONE PAYMENT

1.1 Timely Payments. Provided that Subcontractor has satisfied all the requirements for payment set forth in this Subcontract, progress payments will be made to Subcontractor within seven (7) days after the Contractor receives payment for such work from Owner. If Contractor receives payment from Owner for less than the full value of materials delivered to the site but not yet incorporated into the Subcontract Work, the amount due to Subcontractor on account of such materials delivered to the site shall be proportionately reduced. No payment to Subcontractor shall operate as approval or acceptance of the Subcontract Work. Upon complete and timely performance of the Subcontract Work, submission of all required documentation including written warranties, if required, lien releases and waivers in compliance with applicable state law, and final approval and acceptance of the Subcontract Work by Contractor and Owner, Contractor will make final payment to Subcontractor of the balance due under this Subcontract within seven (7) days after full payment for such Subcontract Work has been received by Contractor from Owner or in accordance with the laws of the state in which the Project is located, whichever is longer.

1.2 Schedule of Values. A Schedule of Values that allocates the Subcontract Price among the various items comprising the Subcontract Work shall be provided by Subcontractor for Contractor's acceptance, and for Owner's acceptance if required by the Prime Contract before Subcontractor's first application for payment. Upon acceptance, the Schedule of Values shall become a part of this Subcontract and shall not be changed without Contractor's written approval.

1.3 Deductions. Upon giving Subcontractor written notice, Contractor may deduct from any amount due or to become due to Subcontractor any sum or sums owed by Subcontractor to Contractor. In the event of any breach by Subcontractor of any provision or obligation of this Subcontract, or in the event of the assertion by other parties of any claim or lien against Owner, Contractor and/or Contractor's Surety, arising out of or related to Subcontractor's performance of this Subcontract, Contractor shall have the right to retain out of any progress, final or other payments otherwise due under this Subcontract or any other agreement between the parties now or hereafter in force, an amount sufficient to completely protect Contractor from any and all loss, damages or expenses, until the situation has been satisfactorily remedied or adjusted by Subcontractor as reasonably determined by Contractor. Contractor also reserves the right at its option, upon written notice, to make payment by checks payable jointly to Subcontractor and its employees, agents, subcontractors, materialmen, and suppliers, or any of them, when Contractor deems it advisable and, in any event when Subcontractor cannot provide unconditional lien waivers from any such persons or entities. Upon giving Subcontractor seven (7) days' written notice to provide acceptable lien and claim waivers, and upon failure to comply by Subcontractor, Contractor also reserves the right to make any payment directly to Subcontractor's laborers, subcontractors, materialmen, suppliers, union or union trust funds (for fringe benefits and other payments due under collective bargaining agreements, if any), or as enumerated in Addendum "1," and to deduct the amount of such payment from amounts owed to Subcontractor under this or any other agreement. In all instances in which Contractor avails itself of one or more of the steps set forth in this section, Contractor shall provide notice to Subcontractor of the action taken and the reasons for doing so.

1.4 Applications for Payment. Subcontractor shall submit applications for payment on a monthly basis and shall follow all procedures as directed by Contractor for preparation and submission of applications for payment, including but not limited to any electronic billing procedures. Contractor shall not be obligated to release funds to Subcontractor until all requirements of any such procedures have been met, including but not limited to, evidence of Subcontractor's compliance with the insurance provisions within "Attachment "E" – Insurance Conditions" of this Subcontract. Subcontractor's applications for payment shall be itemized and supported by the Schedule of Values and any other substantiating data as

required by the Contract Documents and this Subcontract. Subcontractor shall submit its applications for payment by the time established by the Contractor's Project Manager, but in no event later than seven (7) days before Contractor's payment application is due to Owner. In the event Subcontractor fails to prepare and present to Contractor the payment application in a timely manner or prepares and presents to Contractor an incomplete or improper application, Contractor shall not be required to make progress payments for said month and may defer such payment to the following month provided Subcontractor then provides a timely and appropriate payment application.

1.5 Payrolls. If required by the Contract Documents, payrolls and affidavits covering all labor performed by Subcontractor for the Subcontract Work, and other required information concerning Subcontractor employees, will be submitted directly to Contractor. If required, weekly payrolls and affidavits of Subcontractors shall be submitted in the format described in the Contract Documents within three (3) days after the normal weekly payday. Payrolls must set out accurately and completely, the name, exact occupation, hourly wage rate, hourly overtime wage rate, hours worked each day, total regular and total premium time hours worked each week, gross pay, deductions (listed separately and clearly identified), and net amount paid to each employee, together with any other information required by the Contract Documents.

1.6 Payment for Stored Materials. When permitted by the Contract Documents, payments may be requested for materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Subcontract Work. If approved in advance and in writing by Contractor, payment may similarly be requested for materials and equipment suitably stored off the site at an agreed upon location and shall include the costs of applicable insurance, storage, and transportation to the site. Payment for materials and equipment stored on or off the site shall be subject to Section 1.12 of this Subcontract and shall be further conditioned upon compliance by Subcontractor with procedures satisfactory to Contractor and Owner to establish title to such materials and equipment or otherwise to protect Contractor's and Owner's respective interests.

1.7 Title to Work. Subcontractor warrants that title to all work, materials, and equipment covered by an application for payment will pass to Owner no later than the time of payment. Subcontractor further warrants that upon submittal of an application for payment, all work for which certificates for payment have been previously issued and payments received from Contractor shall, to the best of Subcontractor's knowledge, information, and belief, be free and clear of liens, claims, security interests or encumbrances.

1.8 Payroll Taxes. Subcontractor agrees that the failure to reflect tax withholdings from employees on required documentation shall be a material breach of this Subcontract and, as a further condition precedent to Contractor's obligation to make any payment to Subcontractor, no payment shall be due and owing to Subcontractor until such time as proper documentation is received by Contractor. In the event Subcontractor uses independent contractors (as defined by the Internal Revenue Service), a valid and enforceable independent contractor agreement shall also be required.

1.9 Lien Waivers. In exchange for and as a further condition precedent to payment from Contractor, Subcontractor shall provide, in a form satisfactory to Contractor and as required by applicable law, lien releases and claim waivers in the amount of and through the date of the application for payment from Subcontractor and its sub-subcontractors, materialmen and suppliers. Subcontractor shall provide conditional lien waivers for the current month before payment is received followed by unconditional lien waivers in the next application for payment. Alternatively, if the Textura payment system applies to the Subcontract Work, unconditional lien waivers in compliance with the Textura payment system and applicable law shall be required with the application for payment. Subcontractor shall pay for all materials furnished and work and labor performed for Subcontractor under this Subcontract.

1.10 Withholding of Progress Payments. Contractor may withhold monthly progress payments, in whole or in part, in order to protect Contractor and/or Owner from loss because of: (i) unsatisfactory prosecution of the Subcontract Work; (ii) failure of Subcontractor to make payments properly to its sub-subcontractors, materialmen or suppliers or to make payments for labor (including customary fringe benefits and payments due under collective bargaining agreements, payments due or obligated to be paid to any union, or payments due or obligated to be due to any trusts affiliated with any

union), materials or equipment, transportation or shipping costs, taxes, fees or any other charges arising out of or related to the Subcontract Work; (iii) reasonable doubt that the Subcontract Work can be completed for the then remaining unpaid balance of the Subcontract Price; and/or (iv) any other conditions which arise in connection with the Subcontract Work which, in Contractor's reasonable opinion, will result in loss to Owner and/or Contractor. Contractor shall provide notice to Subcontractor in accordance with applicable law should Contractor withhold all or a portion of a progress payment.

1.11 Retained Percentage. None of the terms of payment provided in this Subcontract shall require Contractor to make payments in an amount that would leave an insufficient balance to cover the retained percentage as referenced in Section 3 of this Agreement.

1.12 Condition Precedent to Payment. Notwithstanding anything in this Subcontract to the contrary, Subcontractor agrees that a condition precedent to payment by Contractor to Subcontractor of any payment required under this Subcontract is that Owner shall have first paid the payment applied for to Contractor for the amount of the Subcontract Work, and that payment for either progress payments or for final payment and/or for release of any retention is not due and owing to Subcontractor as provided in this Subcontract until Owner has made such payment to Contractor. Subcontractor further recognizes and acknowledges that all payments to Subcontractor will be made solely out of funds actually received by Contractor from Owner for the Subcontract Work. Subcontractor further acknowledges that it is sharing, to the extent of payments to be made to Subcontractor, in the risk that Owner may fail to make one or more payments to Contractor for all or a portion of the Subcontract Work. In addition, if Contractor has provided a payment bond, no payment shall be due from Contractor's surety, nor shall any claim under any such payment bond exist in favor of Subcontractor, unless and until the conditions set forth in this Section have been satisfied.

1.13 Final Payment. Subject to Section 1.12, final payment, constituting the entire unpaid balance of the Subcontract Price, will be paid by Contractor to Subcontractor within seven (7) days or any longer period under applicable law from Contractor's receipt of payment from Owner for the Subcontract Work and when all of the following have occurred: (i) the Subcontract Work has been fully completed, including all Punch List items; (ii) the final approval of the Subcontract Work is provided by Owner and, as applicable, the Architect or Engineer; (iii) Subcontractor has submitted a complete and proper final application for payment; (iv) Contractor has received unconditional lien releases and waivers in a form satisfactory to Contractor from Subcontractor and from each sub-subcontractor, material supplier, and person providing labor, materials, or equipment to the Project for or on behalf of Subcontractor; (v) the Subcontract Work has passed all applicable government and regulatory inspections; (vi) Subcontractor has provided Contractor with copies of all applicable written warranties, maintenance and operational information and as-built drawings pertaining to the Subcontract Work; (vii) Subcontractor has fully complied with the Contract Documents; and (viii) Subcontractor has provided a written consent of its surety to final payment, if bonds have been provided by Subcontractor.

1.14 Independent Contractor. Subcontractor is an independent contractor. Subcontractor agrees to defend, indemnify, and hold harmless Contractor and to reimburse Contractor for any expense or liabilities incurred under applicable unemployment statutes in connection with employees of Subcontractor, including a sum equal to benefits paid to those who were Subcontractor's employees, where such benefit payments are charged to Contractor pursuant to any state unemployment compensation statute.

SECTION TWO PROSECUTION OF WORK AND DELAYS

2.1 Generally. Subcontractor shall begin the Subcontract Work in accordance with the Project Schedule promptly after receipt of written notice from Contractor to proceed. Subcontractor shall furnish all labor, supervision, tools, equipment, materials and supplies necessary for the performance of the Subcontract Work in a proper and diligent manner whenever such work or any part of it, becomes available, or at such other time or times as Contractor may direct. Subcontractor shall not subcontract any portion of the Subcontract Work without advance written notice to and receipt of written permission

from Contractor. Subcontractor shall promote the general progress of the entire construction, and shall not, by delay or otherwise, interfere with or hinder the work of Contractor or of any other subcontractor. Any materials that are to be furnished by Subcontractor shall be furnished in sufficient time to enable Subcontractor to perform and complete the Subcontract Work within the times provided for herein. Subcontractor shall notify Contractor of any major deliveries associated with Subcontractor's Scope of Work a minimum of seven (7) days in advance. Subcontractor shall review and approve all value engineering and value-added changes with Contractor before communicating with Owner or Architect. Subcontractor shall coordinate the Subcontract Work with that of all other subcontractors, suppliers, and contractors working on the Project and shall obtain any and all shop drawings, product data, or other documents necessary for such coordination.

2.2 Time is of the Essence. It is hereby further understood and mutually agreed that the beginning, rate, progress, and the time for completion of the Subcontract Work are essential conditions of this Subcontract. It is further agreed that time is of the essence of the performance of the Subcontract Work.

2.3 Scheduling. Subcontractor will at all times keep itself fully informed as to the Project schedule established by Contractor. Subcontractor will faithfully prosecute the Subcontract Work, at such times and in such order as Contractor may consider necessary to keep the Subcontract Work sufficiently in advance of the other parts of the Project to avoid any delay in the completion of the Project as a whole. Subcontractor acknowledges that Contractor will have the right to decide the time or order in which the various portions of the Subcontract Work will be performed. Subcontractor will provide daily progress reports accurately recapping the progress of the Subcontract Work and shall notify Contractor of any issue that may impact the schedule, including, when necessary, a recovery schedule specific to the Subcontract Work. Subcontractor agrees and acknowledges that the Project schedule, as established by Contractor, may be reasonably changed by Contractor. Upon request by Contractor, Subcontractor will furnish to Contractor, in writing, a schedule covering the Subcontract Work. Such schedule will show in detail the procurement, submittals, shop drawings, fabrication, delivery dates and installation activities of all major components of the Subcontract Work. Subcontractor agrees to update such schedule and to meet with Contractor monthly, or more frequently as reasonably required by Contractor.

2.4 Delays. If Subcontractor neglects, fails, or refuses to complete the Subcontract Work within the time specified in the Project schedule, Subcontractor acknowledges that Contractor will be damaged and the damages that may be incurred by Contractor will be reimbursed by Subcontractor. Therefore, Subcontractor agrees that Subcontractor shall be liable to Contractor for, and that Contractor may withhold or deduct from, any payments due or that may become due or that otherwise would be due to Subcontractor under this or any other agreement, the amount of any and all liquidated damages that may be assessed against Contractor by Owner which are, in whole or in part, attributable to or caused by Subcontractor's failure to furnish the materials and/or perform the Subcontract Work within the time fixed or in the manner provided for herein, as determined by Contractor in its discretion, reasonably exercised, as well as any actual damages sustained by Contractor as a result of any Subcontractor delay in completion of the Subcontract Work. Contractor's actual damages shall be subject to any provision in the Prime Contract that waives consequential damages or otherwise limits Contractor's damages.

2.5 Subcontractor Obligations. Subcontractor agrees that all Subcontract Work as set forth in the Contract Documents will be performed strictly in accordance with the Subcontract Documents and in accordance with the highest standards of construction quality consistent with the nature of the Project. Subcontractor shall cooperate fully with Contractor and other subcontractors performing work on the Project. Subcontractor shall perform the Subcontract Work in accordance with and subject to each of the provisions of the Prime Contract to the full extent that each such provision is applicable to the Subcontract Work, including, but not limited to, requirements imposed by Owner's lender (when applicable).

Subcontractor has included all licenses, permits, fees and inspections required for its Scope of Work unless explicitly stated otherwise. Subcontractor shall coordinate all required inspections associated with Subcontractor's Scope of Work. A 24-hour notice must be provided to Contractor prior to scheduling any inspections. Contractor may require a preconstruction quality assurance meeting with Subcontractor prior to Subcontractor commencing Work on the Project. Subcontractor shall

work with Contractor to coordinate any preconstruction reviews, mock-ups, in-situ mock-ups, and inspections necessary to establish and verify adherence with Owner and designer quality standards and expectations.

2.6 Inspection. Subcontractor shall notify Contractor of any and all items shown in the Contract Documents related to the Subcontract Work that do not meet general code requirements or are not in accordance with applicable laws, ordinances, or similar regulations. Subcontractor shall review Project site conditions to ensure they are acceptable for the performance of the Subcontract Work. If any part of the Subcontract Work depends on proper execution by or the results of the work of Contractor, any other subcontractor or any other separate contractor on the Project, Subcontractor shall inspect and promptly report to Contractor any apparent discrepancies or defects in such work that renders it unsuitable for the Subcontract Work. Failure of Subcontractor to so inspect and report shall constitute an acceptance by Subcontractor of the work of the Contractor, other subcontractor(s) or other separate contractor as fit and proper to receive the Subcontract Work.

2.7 Contractor Responsible Representative. Contractor shall designate one or more persons in writing who shall be the Contractor's responsible representative(s). Such responsible representative(s) shall be the only person(s) Subcontractor shall communicate with regarding, and who has the authority to provide, instructions, orders and/or direction.

2.8 Subcontractor Responsible Representative. Subcontractor shall designate a responsible representative in writing who shall be present on the Project site at all times when the Subcontract Work is being performed. The Subcontractor representative shall be in charge of scheduling, quality control, and safe execution of the Subcontract Work and shall attend all required meetings held at the Project site. The Subcontractor representative shall be authorized to receive and proceed with instructions from Contractor's on-site representative, and to sign any extra work orders or back charges that occur during the Subcontract Work. Subcontractor may also designate in writing another representative to sign any extra work orders or back charges. Once assigned to the Project, no Subcontractor representative shall be replaced without the written permission of Contractor. To be acceptable to Contractor, any replacement Subcontractor representative must have an understanding of and ensure all quality control measures and procedures will be met, including, if required additional mock-ups.

2.9 Correction of Work. Any Subcontract Work that does not conform to the Contract Documents, industry standards, laws and applicable building codes, or any finish work that is flawed shall be corrected in a timely manner by whatever means necessary, whether observed before or during any warranty period. Further, Subcontractor shall correct at its own expense any nonconforming Subcontract Work for which it is responsible including, without limitation, damage to the work of any other subcontractor caused by Subcontractor. If Subcontractor refuses to comply after three (3) Working Days' notice, Contractor shall have the right to cause the any nonconforming Subcontract Work to be corrected and Subcontractor shall be responsible for all costs incurred to correct the Subcontract Work, including an additional fifteen (15%) of such costs for Contractor's overhead and profit. Contractor may also exercise any additional remedies available under Section 6 of this Subcontract.

2.10 Time Extensions. If performance of the Subcontract Work is delayed or interfered with for any reason beyond Subcontractor's control, and without Subcontractor's fault or responsibility, including acts of God, fire, terrorism, war, earthquakes, epidemics, or pandemics, Subcontractor may request an extension of time, as hereinafter provided, but shall not be entitled to any increase in the Subcontract Price or to damages or additional compensation as a consequence of such delays or interference, except to the extent that the Prime Contract entitles Contractor to compensation for such delays and then only to the extent of any amount that Contractor may, on behalf of Subcontractor, recover from Owner or other responsible party for such delays.

As to any delays or interferences caused by or resulting from Owner, Subcontractor shall similarly not be entitled to any increase in the Subcontract Price or to damages or additional compensation as a consequence of such delays or interference, except to the extent that the Prime Contract entitles Contractor to compensation for such delays and then only

to the extent of any amount that Contractor may, on behalf of Subcontractor, recover from Owner or other responsible party for such delays.

Subcontractor acknowledges and agrees that an extension of time will be permitted for a delay only to the extent that such delay (i) is not caused, or could not have been reasonably anticipated by Subcontractor, (ii) could not be limited or avoided by Subcontractor providing notice to Contractor sufficiently in advance to permit Contractor to provide timely notice to Owner of the delay, and (iii) adversely affects the critical path construction sequence. Notwithstanding the foregoing, a time extension shall only be granted for a delay that is in excess of one (1) day. In addition, no allowance for an extension of time, for any cause whatever, shall be claimed by Subcontractor, unless Subcontractor shall have made a written request to Contractor for such extension within three (3) days after the cause of such extension occurred, or if the Prime Contract provides for a shorter period, within sufficient time to permit Contractor to give notice to Owner within the time allowed by the Prime Contract for such notice.

2.11 Submittals/Shop Drawings/Approvals. All submittals and shop drawings of Subcontractor shall be submitted for approval of Architect or Engineer through Contractor and all other communications between Subcontractor and Architect, Engineer, or Owner with respect to Subcontract Work shall be transmitted through Contractor. All submittals and shop drawings shall be delivered to Contractor within twenty-five (25) days after the date of this Subcontract unless (i) the Project schedule indicates an earlier delivery or (ii) the Contract Documents or General Provisions require an earlier delivery, and if so required, Subcontractor shall deliver submittals and shop drawings in a time appropriate to sustain the progress of the schedule and meet the requirements of the Contract Documents. Subcontractor shall coordinate its submittals with that of any other subcontractors and material suppliers whose work is related to, or which impacts or is impacted by the Subcontract Work. Subcontractor is responsible for the coordination, accuracy, and completeness of each of its submittals. Each shop drawing and/or product data sheet shall be stamped by Subcontractor to indicate its review and approval. Any deviation from the Contract Documents shall be clearly identified and appropriate material substitution request forms completed.

2.12 Layout. Subcontractor shall furnish all layout in connection with the Subcontract Work, unless specifically provided for otherwise, and shall conform with the initial lines and grades established in the Prime Contract.

2.13 As Built Drawings. Subcontractor shall maintain documents accurately portraying the "As Built" Subcontract Work on a weekly basis. Subcontractor shall transmit, on a monthly basis, either in hard copy or electronic format, as required by Contractor, such "As Built" documents, to include, but not limited to, drawings. Compliance with the requirement to provide timely, complete, and accurate "As Built" documents is a condition precedent to the obligation of Contractor to make any payment otherwise due to Subcontractor under this Subcontract.

2.14 Clean-Up. On a daily basis, Subcontractor shall cleanup all refuse and rubbish caused by Subcontractor. On completion of any unit of the Subcontract Work, and upon final completion of the Subcontract Work, Subcontractor, in addition to cleaning up all refuse and rubbish caused by Subcontractor, shall remove promptly all temporary protections, excess materials, tools and structures, and the like, which may have been brought on the premises or erected by Subcontractor. In addition, Subcontractor shall remove marks, stains, fingerprints, soil, paint, mortar from ceramic tile, marble and all other finish surfaces and shall leave all surfaces, fixtures, cabinetwork, and equipment in an undamaged and new condition. In the event of the failure of Subcontractor to do any of the above, Contractor may, after giving twenty-four (24) hours written notice, clean up the premises at the cost and expense of Subcontractor, including an additional fifteen percent (15%) of such costs for Contractor's overhead and profit.

2.15 Failure to Prosecute Subcontract Work. If Subcontractor at any time refuses or neglects to supply a sufficient number of properly skilled workers, or materials or equipment of the proper quality and quantity, or fails in any respect to prosecute the Subcontract Work with promptness and diligence, or causes by any action or omission the stoppage or interference with the work of Contractor or other subcontractors, or fails in any respect to comply with any of the other requirements of this Subcontract, Contractor may, at its option, invoke its rights and remedies as set forth in Section Six of this Subcontract. Notwithstanding, Subcontractor shall be responsible for all extra costs resulting from the failure to provide

needed labor or materials to meet the Project schedule. If, in Contractor's sole discretion, any person employed by Subcontractor is deemed to be unqualified to perform the Subcontract Work or has failed to adhere to the Project safety rules, such person shall be removed upon written request from Contractor and shall not be permitted to return without the written consent of Contractor.

2.16 Overtime Work. Contractor may, if it deems necessary, direct Subcontractor to work overtime. If so instructed, Subcontractor shall work overtime as directed and, provided that Subcontractor is not in default of any of the provisions of this Subcontract, Contractor shall pay Subcontractor the actual additional premium wages paid by Subcontractor plus taxes imposed by law on such additional wages. However, if Subcontractor is, in Contractor's reasonable opinion, not proceeding in accordance with the Project schedule, Subcontractor shall at its own expense, work such overtime as Contractor may deem necessary to comply with the Project schedule and to complete the Subcontract Work in a timely manner.

2.17 Punch List. Failure of Subcontractor to correct or complete "Punch List" items within ten (10) days after receipt of a list of such items, thereby causing delay in release of retention of others, will be subject to interest at the rate of 10% per annum of the retainage being held under the Prime Contract and shall be deemed a breach of this Subcontract entitling Contractor to exercise any remedies available under Section 6 of this Subcontract. Such interest shall be deducted from Subcontractor and distributed on a pro-rata basis to the other affected subcontractors. In addition, should it be necessary for the Architect or other authorized Owner's Representative to make more than two (2) inspection trips to determine if the Work is substantially complete because of Subcontractor's failure to timely and promptly correct or complete Punch List items, any charges for such additional trips assessed against Contractor shall be, in turn, assessed against and paid for by Subcontractor.

2.18 Warranty. Subcontractor agrees to promptly make good without cost to Owner or Contractor any and all defects due to faulty workmanship and/or materials which may appear within the guarantee or warranty period so established in the Contract Documents, and if no such period be stipulated in the Contract Documents, then such guarantee shall be in accordance with Addendum "1" and shall be effective upon completion and acceptance of the Project by Owner. Subcontractor further agrees to execute any special guarantees as provided by the terms of the Contract Documents, prior to final payment. Subcontract Work that does not conform to the requirements of the Contract Documents, including substitutions not properly approved and authorized, shall be considered defective. Subcontractor shall also assemble and submit to the Contractor complete copies in loose-leaf binders and/or electronic copies of all operating and maintenance data for all equipment installed as part of the Subcontract Work, all as may be required by the Contract Documents.

2.19 Other Contracts. The Subcontract Work constitutes only a part of the work being performed for Owner by Contractor and other subcontractors. Subcontractor, therefore, agrees to perform the Subcontract Work in such a manner that it will not injure, damage or delay any other work performed by Contractor or any other subcontractor, and shall be responsible to Contractor for any damages or delay that may be caused to such other work by Subcontractor or by its sub-subcontractors, agents or employees.

2.20 Use of Equipment. If Contractor allows Subcontractor to use any of Contractor's tools or equipment, Subcontractor shall do so at its sole risk. Furthermore, as part of the use of any of Contractor's tools or equipment, Subcontractor agrees to defend, indemnify and hold Contractor harmless on the same terms and conditions as required by Section 5.3 of this Subcontract, for, from and against any claims (including any claims arising from any Contractor personnel who are used to operate the tools and/or equipment), loss, damage and/or expenses, including but not limited to attorney's fees and court costs, resulting from, arising out or in connection with the use of such tools and equipment by Subcontractor.

2.21 Design Professional Compensation. Subcontractor shall be responsible, and shall reimburse Contractor, for any costs charged to Contractor to compensate a design professional for Subcontractor's actions which result in multiple inspections, multiple submittal reviews, or for responses to requests for information or interpretation which are not prepared in accordance with the Contract Documents or where such information is available from a careful study and comparison of

the Contract Documents, field conditions, or other Project information, coordination drawings, or prior Project correspondence or documentation.

SECTION THREE CHANGES AND CLAIMS

3.1 Prime Contract. Contractor is not an insurer or guarantor of the Subcontract Work, of the performance by Owner of the Prime Contract, or of the accuracy of the Contract Documents furnished by Owner.

3.2 Changes in Subcontract Work. Subcontractor recognizes that Owner has certain rights to make changes to the Project, including the Subcontract Work, as provided in the Prime Contract. Subcontractor will be notified of any change order requests (CORs) by Owner with respect to the Subcontract Work. Subcontractor agrees to respond to all CORs, including all necessary cost breakdowns, to Contractor within seven (7) days of receipt. Time is of the essence for responses to any CORs and Subcontractor shall be liable for any and all additional costs and/or damages incurred resulting from the failure to provide timely and/or complete responses to any CORs. Subcontractor shall be entitled to reasonable overhead and profit on any change order issued by Owner with respect to the Subcontract Work up to the amount allowed by the Contract Documents combined for Subcontractor and all of its lower tier parties. If no amount for overhead and profit on change orders is addressed by the Contract Documents, such amount shall be fifteen percent (15%). Subcontractor shall communicate solely with Contractor and not directly with Owner regarding any change order.

3.3 Contractor Changes. Contractor may, without nullifying this Subcontract, order in writing any changes which are within the general scope of the Subcontract Work. With respect to any changes, including extra work, ordered by Contractor for its own convenience and not related to a changed condition or extra work under the Prime Contract, Subcontractor shall make no claim therefore unless the same shall have been fully agreed upon in writing by Contractor prior to the performance of such extra work. Such agreement shall set forth the changed work to be done, the compensation to be paid, and any extension of time to be granted. To be binding, any such change order must be signed by an authorized representative of Contractor.

3.4 Adjustment in Subcontract Price. If any Owner change or a Contractor change requires an adjustment in the Subcontract Price, the adjustment shall be established by one of the following methods:

- (1) mutual agreement on a lump sum with sufficient information to support the amount;
- (2) unit prices already established in the Subcontract, or if not so established, unit prices set by mutual agreement for the adjustment;
- (3) mutually determined costs plus a jointly acceptable mark up for overhead and profit in accordance with Section 3.2; or
- (4) as otherwise required by the Contract Documents.

3.5 Claims. A claim is a demand or assertion made in writing by Contractor or Subcontractor seeking an adjustment in the Subcontract Price or the Project schedule, an adjustment or interpretation of the terms of this Subcontract, or other relief arising under or relating to this Subcontract, including any disputes between Contractor and Subcontractor.

3.6 Claims Relating to Owner. Subcontractor must make all claims for changes, delays, extra work, changed conditions, loss of productivity, and any other claimed impacts with respect to Subcontract Work for which Owner is or may be liable in the same manner and within the same limits provided in the Prime Contract for like claims by Contractor and in sufficient time for Contractor to make such claims against Owner or any such claims shall be deemed waived. Contractor agrees to evaluate such claims and, if in good faith believes any such claims are valid, may submit claims to Owner on Subcontractor's behalf or, at Contractor's election, Contractor may permit Subcontractor to process a claim against Owner in the name of

the Contractor for the use and benefit of the Subcontractor. In either event, Subcontractor agrees to be bound by the recovery Contractor or Subcontractor receives from Owner on any such claims, and Subcontractor shall not seek any additional recovery from Contractor. Further, Subcontractor agrees to indemnify and hold Contractor harmless for, from and against, any attorneys' fees, court costs and litigation expenses that may be asserted by, awarded to, or retained from amounts owed Contractor by Owner as a result of the assertion of a claim by Subcontractor. Contractor agrees to pay to Subcontractor all such sums related to claims recovered on Subcontractor's behalf, less all costs, including attorneys' fees, expert fees, and litigation expenses, incurred by Contractor in any claim proceeding which is in whole or in part for the benefit of Subcontractor. Responsibility to substantiate any claim by Subcontractor for which Owner may be liable rests solely with Subcontractor.

3.7 Claims Relating to Contractor. Subcontractor shall give Contractor written notice of all claims within seven (7) days of the date when Subcontractor knew or should have known of the facts giving rise to the event for which the claim is made; otherwise, such claims will be deemed to be untimely and shall no longer be enforceable. Responsibility to substantiate any claim by Subcontractor against Contractor rests solely with Subcontractor. Pending final resolution of any such claim, Subcontractor shall proceed diligently with performance of the Subcontract Work.

SECTION FOUR INSURANCE

4.1 Prior to starting Work on the project site, Subcontractor shall provide, subject to the approval of Contractor, certificates and endorsements evidencing the insurance required within the "Attachment "E" – Insurance Conditions" of this Subcontract. Any acceptance of Certificates of Insurance or endorsements by Contractor, or failure of Subcontractor to provide Certificates of Insurance or endorsements, shall in no way limit or relieve Subcontractor of its duties and responsibilities under this Subcontract. All Insurance policies shall remain in full force and effect throughout the Project duration and any warranty or guarantee period.

SECTION FIVE INDEMNIFICATION

5.1 Intellectual Property Rights. Unless the particular design process or product is specified or required by the Contract Documents, Subcontractor shall defend, indemnify and hold harmless Contractor and Owner, their officers, directors, shareholders, subsidiaries, divisions, affiliates, employees, consultants and agents, for, from and against any and all alleged and asserted claims, damages, demands, losses, suits, liabilities, or expenses, including attorneys' fees and professional, expert or consultant fees, and court costs, for any alleged or actual infringement or violation of any patent, trademark or other intellectual property rights, arising out of, relating to, or resulting from Subcontractor's performance of the Subcontract Work to the extent such alleged or actual infringement or violation of intellectual property rights was caused in whole or in part by the acts or omissions of Subcontractor, its officers, directors, employees, consultants or agents, or anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable. Subcontractor shall pay all royalties and license fees which may be due on any processes, products, or materials which Subcontractor incorporates into the Subcontract Work.

5.2 Payment Claims. Provided Contractor is in compliance with its obligations to make payment under this Subcontract, Subcontractor shall defend, indemnify and hold harmless Contractor and Owner for, from and against any and all claims, suits, liabilities, damages, liens, or bond claims seeking payment for labor and materials that may be asserted (other than by Subcontractor) arising out of, in connection with, or related to the Subcontract Work.

5.3 Indemnification. To the fullest extent permitted by law and unless otherwise modified in Addendum "1," Subcontractor shall defend, indemnify and hold harmless Contractor, and any surety providing bonds, Owner, and Architect,

including their related parent companies, affiliates, subsidiaries, successors, shareholders, officers, directors, partners, employees and agents of each (collectively "Indemnitees") for, from and against any and all alleged and asserted claims, liabilities, damages, losses, actions, suits, fines, penalties, costs and expenses, including but not limited to reasonable attorneys' fees and professional, expert or consultant fees (including such expenses incurred in any attempt to enforce this indemnification provision), which are alleged to or may arise out of, in connection with, resulting from or related to in any manner, directly or indirectly, the performance of the Subcontract Work including, without limitation, defects in workmanship or materials, claims for bodily injury, death, damage to property, or loss of use of property and regardless of whether asserted as a breach of contract, breach of warranty, tort or any other theory of recovery and regardless of whether caused or alleged to be caused in part by the negligence or fault of an Indemnitee.

5.4 Duty to Defend. The duty to defend under this Section 5 is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Subcontractor. The duty to defend arises at the first assertion of a claim and shall be based on any allegations that may arise out of or relate to the Subcontract Work regardless of the validity of any such claim or its ultimate resolution.

5.5 Survival. In any and all claims against any of the Indemnitees by any employee of the Subcontractor or one of its subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under Section 5.3 will not be limited in any way by any limitation in the amount or type of damages, compensation or benefits payable under any worker's compensation acts, disability benefit acts or other employee benefit acts. This indemnity applies during the entire period of this Subcontract and shall survive the expiration or termination of this Subcontract.

SECTION SIX DEFAULT, TERMINATION AND REMEDIES

6.1 Default. In the event that Subcontractor refuses or fails to perform the Subcontract Work in a manner consistent with this Subcontract, fails to supply enough properly skilled workers, proper materials, or maintain the Project schedule; or fails to make prompt payment to its workers, subcontractors or suppliers, or unions (for amounts due under collective bargaining agreements or trust funds); or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or otherwise fails to perform in accordance with the provisions of this Subcontract, Contractor may give Subcontractor notice that it has three (3) Working Days within which to cure any such failure. In the event that Subcontractor fails to cure after written notice from Contractor, Contractor may, at its option, give Subcontractor written notice that it is in default of this Subcontract.

6.1.1 If Contractor declares Subcontractor in default, then Contractor, without limitation, shall have the right to any or all of the following remedies:

- (a) to enjoin or restrain such default and to demand and to have specific performance;
- (b) to receive and recover damages resulting from such default;
- (c) to withhold or to offset any progress, final or other payments under this Subcontract or any other agreement between the parties now or hereafter in effect;
- (d) without being deemed to have waived or cured any such Subcontractor default, to perform any act and make any payment for which Subcontractor is in default, in which event all expenses, costs, losses, damages, and fees (including, without limitation, attorneys' fees) suffered or incurred in so doing, plus fifteen percent (15%) of such costs and expenses for overhead and administrative costs, shall immediately constitute indebtedness due and owing from Subcontractor. In exercising this right, Contractor shall be entitled to enter the Project site, take possession, and use any materials, tools, and equipment for such purpose; and/or

(e) to terminate this Subcontract in accordance with Section 6.2.

6.1.2 In the event any such default cannot be reasonably cured within three (3) Working Days, Subcontractor shall provide an appropriate plan in writing to Contractor setting forth the intended process to cure any such default and Subcontractor shall proceed with all due speed to implement and complete the plan to cure any such default. Any such plan must include, at a minimum, specific information as to the steps Subcontractor intends to take and the time within which the default will be cured and must be approved in writing by Contractor.

6.1.3 In the event of an emergency affecting the safety of persons or property, Contractor may correct any such failure to perform without first giving prior written notice to Subcontractor but shall thereafter give prompt written notice of such action to Subcontractor.

6.2 Termination. If Subcontractor fails to satisfactorily correct such default within the time provided after written notification issued under Section 6.1, then Contractor may, instead of or in addition to the remedies set forth in Section 6.1, issue a second written notification to Subcontractor informing Subcontractor that its performance under this Subcontract is terminated.

6.2.1 In the event of termination, and upon Contractor's written request, Subcontractor shall immediately remove from the Project site all of its employees, equipment, tools, supplies and materials without any disruption of the work in progress and at its own cost and expense. Should Subcontractor fail to do so, Contractor shall be entitled, but shall be under no obligation, to remove and store any equipment, tools, supplies and materials at Subcontractor's cost and expense.

6.2.2 Further, in the event of termination, Contractor shall be entitled to enter the Project site for the purpose of completing the Subcontract Work and shall be permitted to take possession of all materials, tools and equipment to finish the Subcontract Work either by itself or through other contractors.

6.2.3 In the event of termination, Subcontractor shall be deemed to assign to Contractor every agreement that Subcontractor has with sub-subcontractors, materialmen, suppliers, labor companies, and/or consultants that Contractor notifies Subcontractor in writing that it accepts for assignment.

6.2.4 In the case of termination, Subcontractor shall not be entitled to receive any further payment until the Subcontract Work is completely finished, at which time, if the unpaid balance of the amount to be paid under this Subcontract exceeds the expense incurred by Contractor, including an overhead fee of fifteen (15%) percent of the cost incurred in completing the Subcontract Work, such excess shall be paid by Contractor to Subcontractor. However, if such expense exceeds any such unpaid balance, Subcontractor shall immediately pay the difference to Contractor.

6.3 Insolvency or Bankruptcy. To the fullest extent permitted under applicable law, in the event Subcontractor voluntarily or involuntarily becomes subject to bankruptcy proceedings, makes an assignment for the benefit of creditors, becomes insolvent, or has a trustee, receiver or liquidator appointed for any part or all of its assets, this Subcontract shall terminate. Notwithstanding the foregoing, if the Subcontractor, or Subcontractor's trustee in bankruptcy, if any, gives notice of its intent to assume this Subcontract and provides adequate assurance of its ability to perform hereunder, this Subcontract shall not be terminated but shall still be subject to the provisions of Sections 6.1 and 6.2.

Contractor, while awaiting the decision of Subcontractor or its trustee to reject or to assume this Subcontract and to provide adequate assurance of its ability to perform, may avail itself of such remedies under Section 6 as are reasonably necessary to comply with Contractor's obligations under the Prime Contract.

6.4 Termination for Convenience. Contractor has the right to terminate this Subcontract without cause and at Contractor's convenience upon five (5) days' notice. Upon termination of this Subcontract for Contractor's convenience, Subcontractor will immediately cease performance of all Subcontract Work and remove all of its tools, equipment and personnel from the Project site and Subcontractor will have no claim of any kind whatsoever against Contractor for breach of this Subcontract and Contractor will be liable only for the cost of the Subcontract Work actually completed in accordance with the Contract Documents, including reasonable overhead and profit on completed Subcontract Work by Subcontractor prior to termination, less all sums previously paid to Subcontractor and less all deductions made or permitted to be made by Contractor pursuant to this Subcontract. In the event any termination by Contractor under Sections 6.1, 6.2, or 6.3 of this Subcontract is found to be improper or wrongful, then any such termination shall be deemed a termination for convenience under this Section 6.4 and Subcontractor's recovery shall be limited to the amounts due under this Section.

6.5 Suspension of the Work by Owner. Should Owner suspend, delay, or interrupt the performance of the Prime Contract, or any part of which affects the Subcontract Work, then Contractor shall so notify Subcontractor in writing and Subcontractor shall immediately suspend, delay, or interrupt that portion of the Subcontract Work as ordered by Contractor. Any claim by Subcontractor for any damages caused by said suspension of the Subcontract Work shall be subject to Section 3 of this Subcontract.

6.6 Termination by Owner. Should Owner terminate the Prime Contract, or any part of which includes the Subcontract Work, Contractor shall notify Subcontractor and Subcontractor shall immediately stop the Subcontract Work and follow Contractor's instructions concerning termination procedures. In the event that Owner terminates the Prime Contract for the convenience of Owner, then Subcontractor's claim for any damages resulting from termination shall be subject to Section 3 of this Subcontract.

6.7 Contingent Assignment of Subcontract. If required by the Prime Contract, Contractor may assign this Subcontract to Owner. The assignment shall be effective when Owner has terminated the Prime Contract and has accepted the assignment by notifying Subcontractor in writing. Subcontractor hereby consents to such assignment and agrees to be bound to Owner, as assignee, by the terms of this Subcontract.

6.8 Suspension by Contractor for Convenience. Contractor may order Subcontractor to suspend, delay or interrupt all or part of the Subcontract Work for such period of time as may be determined to be appropriate for the convenience of Contractor. In such case, any claim by Subcontractor is subject to Section 3 of this Subcontract.

6.9 Termination by Subcontractor. If Subcontractor has not received payments that it was entitled to receive under this Subcontract, or if the Subcontract Work has been abandoned or suspended for an unreasonable period of time due to no fault or neglect of Subcontractor, Subcontractor shall give Contractor written notice with fifteen (15) days to cure. Subcontractor, upon failure of Contractor to cure, may terminate this Subcontract upon giving Contractor an additional fifteen (15) days prior written notice. Upon such termination, Subcontractor will be entitled to recover from Contractor payment for all Work satisfactorily performed but not yet paid for, including reasonable overhead and profit, subject to the conditions of Owner payment set forth in Section 1.12 of this Subcontract. In no event shall Subcontractor be entitled to payment for work not performed or overhead and profit on work not performed.

SECTION SEVEN RESOLUTION OF DISPUTES

7.1 Subject to the limiting provisions set forth below and as may be enumerated in Addendum "1", all claims, disputes and other matters in question between Contractor and Subcontractor that are not subject to Section 3.6 of this Subcontract, arising out of, or relating to this Subcontract or the breach thereof shall be decided according to the procedures set forth in this Section 7.

7.2 Continuance of Services and Payment. Unless otherwise agreed in writing, Subcontractor shall continue to perform its Subcontract Work during any dispute resolution proceeding. If Subcontractor continues to perform, Contractor shall continue to make payments in accordance with this Subcontract for amounts not in dispute.

7.3 Direct Discussions. If the parties cannot reach resolution on a matter relating to or arising out of this Subcontract, the parties shall endeavor to reach resolution through good faith direct discussions between representatives who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the parties' representatives are not able to resolve such matter within five (5) business days of the date of first discussion, the parties' representatives shall immediately inform senior executives of the parties in writing that resolution was not achieved. Upon receipt of such notice, the senior executives of the parties shall meet within five (5) business days to endeavor to reach resolution.

7.4 Mediation. If direct discussions pursuant to Section 7.3 do not result in resolution of the matter, the parties shall endeavor to resolve the matter by mediation through the Construction Industry Mediation Rules of the American Arbitration Association. The mediation shall be convened within seventy-five (75) calendar days of the matter first being discussed. A party may terminate the mediation at any time after the first session, and the decision to terminate shall be delivered in writing to the other party and to the mediator. The costs of the mediation shall be shared equally by the parties.

7.5 Arbitration. All claims, disputes, and other matters in question between Contractor and Subcontractor involving claims which in good faith are in an amount of controversy up to and including \$750,000.00 arising out of or relating to this Subcontract or the breach thereof shall be decided by arbitration which shall be held in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitrator shall be an attorney with at least ten (10) years' experience in construction law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

7.5.1 Notice of the demand for arbitration shall be filed in writing with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations or statute of repose.

7.5.2 Unless otherwise agreed in writing, if a demand for arbitration is filed before completion of the Subcontract Work, Subcontractor shall carry on the Subcontract Work and shall maintain its progress during any arbitration proceedings.

7.6 Litigation. If a dispute involves claims that in good faith involve an amount of controversy of \$750,001.00 or more and remains unresolved after submission of the matter to mediation as set forth above, the dispute shall be subject to litigation.

7.7 Waiver of Jury Trial. To the fullest extent permitted by applicable law, Contractor and Subcontractor waive their right to a trial by jury with regard to all claims that may be asserted in litigation, with all such claims to be decided by a judge.

7.8 Joinder. In the event any litigation, arbitration or other form of alternative dispute resolution as may be provided for in the Prime Contract between Owner and Contractor concerns any part or all of the Subcontract Work, Contractor shall have the right at its election to have Subcontractor join in such proceedings as a party and to be bound by the result. To the extent that the dispute between Contractor and Owner involves matters relating to any Subcontract Work, and regardless of whether or not Subcontractor is joined in the proceedings, it shall be the responsibility of Subcontractor to present all witnesses, documents, and other information sufficient to set forth Subcontractor's position.

7.9 Attorneys' Fees. In the event of any litigation or arbitration arising out of or relating to the Subcontract Work, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses (including those of expert witnesses) as determined by the judge or arbitrator, as applicable. The prevailing party determination shall be made by taking in to account the demands of the parties and the relative success on the merits considering the totality of the circumstances of the entire dispute.

7.10 Location. Unless otherwise specified in Addendum "1" or otherwise agreed to in writing by the parties, the dispute resolution procedures set forth in this Section 7 shall take place at or near the location of the Project.

SECTION EIGHT COMPLIANCE WITH LAW

8.1 Records. As it relates to the Subcontract Work, Subcontractor shall keep and have available all necessary records and shall make all payments, reports, collections and deductions, and otherwise do any and all things so as to fully comply with all federal, state and local laws, ordinances and regulations in regard to: (i) the production, purchase and sale, furnishing and delivering, pricing and use or consumption of materials, supplies and equipment; (ii) the hiring, retention and conditions of employees and their hours of work and rates of and the payment of their wages; (iii) the keeping of records, making of reports, and the payment, collection and/or deduction of federal, state and local taxes and contributions; and (iv) the compliance with all federal and state laws and regulations pertaining to eligibility to work in the United States or possessions. Subcontractor shall, to the extent required by applicable law, verify through the E-Verify Program, the employment eligibility of each employee hired after December 31, 2007.

8.2 Expenses. Subcontractor also shall: (i) comply with all federal and state laws, codes, and regulations and all municipal ordinances and regulations in effect where the Subcontract Work is to be performed; (ii) pay all costs and expenses in connection with such compliance; (iii) pay all fees and taxes (including sales transaction and use taxes, if applicable) 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 (iv) furnish all necessary reports, and information to the appropriate federal, state, county and municipal agencies, with respect to all of the foregoing.

SECTION NINE SAFETY

9.1 Hazard Communications. Subcontractor, at its own expense, shall provide Contractor any and all site specific literature and information for submissions of hazard materials and hazard communications as required by the Occupational Safety and Health Standards as set forth in Chapter 29 of the Code of Federal Regulations, Part 1910, including, but not limited to, all those that deal with written hazard communications programs, and other forms of warning, Safety Data Sheets and employee information and training.

9.1.1 Subcontractor will have sole and exclusive responsibility for training its employees in the proper handling of hazardous materials or participation in hazardous operations and the precautionary measures required. Subcontractor will supply all protective clothing and devices necessary to protect its employees from hazardous materials while on the Project site.

9.1.2 If Subcontractor encounters material(s) reasonably believed to be hazardous that have not been rendered harmless, Subcontractor will immediately stop all work in the area affected and report, in writing, the condition to Contractor. If the material(s) are hazardous and have not been deemed harmless, the Subcontract Work in the affected area will not be resumed until written agreement to resume is received from the Contractor. Subcontractor

will not store, dump, release or emit any oil, hazardous waste, or other hazardous materials on, at, under or in the vicinity of the Project site.

9.2 Safety Program. Subcontractor, at its own expense, shall take all reasonable precautions to protect persons and property at or adjacent to the Project site from damage, loss or injury resulting from Subcontractor, its employees, or other agents in their performance of the Subcontract Work. If any accident occurs, or any person is injured, or property is damaged at or near the site resulting from the performance of the Subcontract Work, Subcontractor shall notify Contractor immediately and confirm such incident in writing within 24 hours.

9.2.1 Subcontractor shall maintain its own safety program which shall conform to the safety policies of Owner and Contractor, and which meets all applicable federal, state, and local safety related laws and regulations. In the event Subcontractor does not have its own safety policy, it agrees to abide by Contractor's Safety and Health program and will adapt Contractor's program to the Subcontractor's Work. A copy of the Contractor's Safety and Health program is available upon written request. If Subcontractor uses Contractor's Safety and Health program, it shall be at Subcontractor's sole risk and subject to the Indemnification provisions of this Subcontract.

9.3 Safety of Subcontractor Employees. Subcontractor acknowledges and agrees that it, and not Contractor, shall at all times be responsible for the direction, supervision and monitoring of its employees, agents and laborers with regard to safety practices in the performance of the Subcontract Work and in the correction of unsafe conditions. Subcontractor further acknowledges and agrees that Contractor does not possess or retain any actual or constructive control over the manner in which Subcontractor and its employees, agents and/or laborers perform the Subcontract Work. Subcontractor agrees Contractor does not owe a duty to ensure Subcontractor, its employees or other agents perform their work in a safe manner. Subcontractor's duty to supervise and monitor safety practices in the performance of the work and in correcting unsafe conditions shall include, but not be limited to, the following: (i) compliance with all items in the "CORE Construction General Safety Rules" document; (ii) the cleaning of the Project site; the use and wearing of hard hats, protective eyewear, and other required protective equipment; (iii) the use of proper fall protection; (iv) the proper use, location, maintenance and repair of scaffolds, ladders, railings, barricades, and covers; and; (v) the proper use, maintenance, and repair of all power tools.

9.4 Safety Procedures. Subcontractor shall comply with the following:

9.4.1 Before beginning any Subcontract Work, Subcontractor shall provide Contractor with a written Site-Specific Safety Plan in a form acceptable to Contractor and shall attend a pre-construction safety meeting at which time Subcontractor will outline how it will address hazards related to the Subcontractor Work.

9.4.2 Subcontractor shall perform a written daily or weekly Activity Hazard Analysis (AHA) for each definable feature of work. Subcontractor shall communicate the completed AHA with its employees and submit a copy of the AHA to Contractor as required. The AHA shall include the task involved, the hazards associated with the task, and the method(s) that will be used to mitigate the identified hazards. Subcontractor shall communicate its AHA to and coordinate with other trades which may be affected by any of the Subcontractor Work.

9.4.3 Subcontractor shall provide a safety and protection orientation for each of its employees on the employee's first day on the Project site.

9.4.4 Hard hats, safety glasses and high visibility vests, jackets or shirts, work boots, and long pants shall be worn at all times. Tank tops and cut off shirts are not permitted.

9.4.5 Hearing protection, appropriate respirators, and face shields or goggles shall be worn as required by the appropriate standards.

9.4.6 Any employee exposed to a fall of 6-foot or greater must utilize fall protection or fall arrest systems. Fall arrest systems must include a body harness, appropriate lanyard and available attachment points capable of sustaining loads outlined by OSHA and/or other applicable governing authorities.

9.4.7 Subcontractor shall provide work task lighting necessary for the Subcontract Work.

9.4.8 Subcontractor shall contact the applicable locator services before performing any underground work on-site. Subcontractor shall provide the location of all underground facilities as part of its as-built drawings required by Section 2.13.

9.4.9 Subcontractor shall provide all necessary dust control associated with the Subcontractor Work.

9.4.10 Subcontractor shall perform housekeeping and shall maintain a clean site in accordance with Contractor's and/or state and local requirements.

9.4.11 Radios and headphones are prohibited other than for jobsite communication.

9.4.12 Cell phone use for personal (non-business) reasons is prohibited while working.

9.4.13 Smoking is prohibited except in designated areas.

9.4.14 If Subcontractor employs non-English speaking personnel at the Project site, Subcontractor shall provide supervisory personnel fluent in both English and the non-English language spoken by such employees.

9.4.15 Possession or use of any substance that can cause impairment (alcohol, non-prescribed medications, illegal drugs, or prescription/non-prescription drugs which warn user of impairment) is strictly prohibited. Anyone in violation of this policy, as well as anyone who reports to the Project site under the influence, will be dismissed from the site.

9.4.16 No dogs, cats or any other animals are permitted at the Project site.

All tiers of subcontractors are subject to the standards contained within this Section 9 including the following disciplinary policy.

9.5 Disciplinary Actions. Subcontractor agrees to enforce compliance with the following disciplinary actions as a result of a written warning of a safety violation:

First Offense: Employee receives a verbal or written warning.

Second Offense: Employee receives a written warning. Subcontractor home office is notified. Employee must receive training prior to resuming any Subcontract Work.

Third Offense: Employee may be temporarily or permanently removed from the Project site.

These are minimum disciplinary standards. If the non-compliant activity involves an immediate danger to life and health in the reasonable discretion of Contractor, immediate removal from the Project site may result.

9.6 Anti-Harassment. Contractor has a **zero-tolerance** policy for all behavior that is prohibited under Contractor's EEO/AA, Sexual Harassment, and Workplace Violence policies. These policies apply to Contractor's employees as well as to subcontractors working at any of Contractor's sites or properties. Contractor will require Subcontractor to remove any of Subcontractor's employees who violate these policies. By issuing and enforcing these policies, it is the intent of Contractor

to ensure that while working on Contractor's sites or properties, employees, customers, vendors, and subcontractors never feel threatened, intimidated, or harassed by any individual's actions, presence, conduct or communication.

9.7 No Weapons. Contractor **Strictly Prohibits** employees and subcontractors from possessing a prohibited weapon (as defined below) on jobsites, Contractor's offices, or other offices (e.g., Owner or Architect) when performing any work on a Project for Contractor; regardless of whether the person is licensed to carry the weapon. This policy does not restrict the rights of an employee or subcontractor who **lawfully** possesses a firearm or ammunition from transporting or storing the firearm or ammunition the employee is authorized to possess in a locked, privately owned motor vehicle in a parking area provided for them. Possession and storage of any such firearm or ammunition must be in accordance with **state and federal law**. This policy does not restrict the ability of police officers, security guards or other persons who have been given consent by Contractor to lawfully carry a weapon on the premises.

In addition to firearms and ammunition as described above, other weapons prohibited by this policy include any form of weapon or explosive restricted under local, state, or federal regulation, or knives more than three inches in length. Legal, chemical dispensing devices, such as pepper spray, which are sold for personal protection, are excluded from this prohibition. Contractor property covered by this policy includes, without limitation, all Contractor-owned or leased buildings and surrounding areas, such as sidewalks, walkways, driveways and parking lots under the Contractor's ownership or control. Contractor jobsites covered by the policy include jobsites controlled by developers, owners, general contractors, or Contractor itself.

Violations of this policy will result in disciplinary action. Contractor enforces this policy consistent with applicable **state and federal law**.

9.8 Certification. Subcontractor certifies it has read the CORE Construction General Safety Rules and that all employees and sub-subcontractors will abide by these safety rules and regulations as well as all OSHA regulations as they apply to the Subcontractor Work.

9.9 Indemnification for OSHA or Safety Violations. Subcontractor shall defend, indemnify and hold harmless Contractor for, from and against all liability, loss, damage, cost, claims, awards, judgments, fines, expenses, or liabilities for harm to person or property, expenses incurred pursuant to or attendant to any hearing or meeting (including reasonable attorney's fees and expert expenses), and any other applicable costs which may be incurred by Contractor resulting from or relating to Subcontractor's failure to fulfill its obligations under this Section Nine. Subcontractor's obligations under this Section specifically include, but are not limited to, Subcontractor's indemnification of Contractor for any penalties issued against Contractor as a result of any violation by Subcontractor, its employees, sub-subcontractors, agents or laborers, of any regulations and requirements relating to or in connection with Subcontractor's performance of the Subcontract Work.

9.10 Public Protection. Subcontractor shall provide, erect, and maintain proper warning signals, signs, lights, barricades, and fences on and along the line of the Subcontract Work and shall take all other necessary precautions for the protection of the Subcontract Work and for the safety of the public.

9.11 Project Protection. Subcontractor shall maintain, remove, or replace any elements of construction or temporary barriers or protection damaged or removed by Subcontractor's personnel at Subcontractor's expense. Similarly, Subcontractor shall provide protection of adjacent surfaces while performing the Subcontractor Work. If an adjacent surface or finished work is damaged during performance of the Subcontractor Work, as determined by Contractor, a 24-hour notice to repair will be given to Subcontractor. If Subcontractor does not take timely action, Contractor reserves the right to make repairs at the cost and expense of Subcontractor, including an additional fifteen percent (15%) of such costs for Contractor's overhead and profit.

SECTION TEN MISCELLANEOUS

10.1 Possession Prior to Completion. Whenever it may be useful or necessary for Contractor to do so, Contractor shall be permitted to occupy or use any portion of the Subcontract Work which has been either partially or fully completed by Subcontractor before final inspection and acceptance by Owner, but such use and/or occupation shall not relieve Subcontractor of its warranty of the Subcontract Work and materials, nor of its obligation to make good at its own expense any defect in materials and/or workmanship, provided no damage has occurred due to Contractor's occupancy or use.

10.2 Architect-Engineer. The words "Architect" or "Engineer" as used herein refer to the person appointed by Owner in accordance with the Prime Contract.

10.3 Assignment. Subcontractor shall not assign or sublet the Subcontract Work either in whole or in part without the prior written consent of Contractor which may be withheld in Contractor's sole discretion.

10.4 Equal Opportunity. During the performance of the Subcontract Work, Subcontractor shall not discriminate against any of its employees because of race, color, creed, religion, national origin, or other protected class.

10.5 Working Hours and Holidays. The working hours on the Project shall be set by the Contractor's Representative and Subcontractor shall observe these hours unless directed otherwise by the Contractor's Representative. Contractor will observe the following holidays and Subcontractor shall observe the same holidays on the Project unless directed otherwise by Contractor: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

10.6 Days. As used in this Subcontract, the term "Working Days" shall mean those days on which the Project is available for Subcontract Work to be performed. Unless otherwise defined in this Subcontract, the terms "day" or "days" shall mean calendar days.

10.7 Attachments. All attachments, endorsements and exhibits affixed to this Subcontract shall be part of this Subcontract.

10.8 Amendments and Modifications. Any amendments or modifications to this Subcontract or any of the exhibits hereto must be in writing and signed by the parties in order to be enforceable. This Subcontract and any of the exhibits hereto may not be modified verbally.

10.9 Severable Provisions. In the event that any term or provision of this Subcontract shall be deemed unenforceable, it shall be treated as having been rewritten in as similar terms as possible so as to be enforceable to the fullest extent of the law. Alternatively, any such provision shall be deemed severable, and its invalidity or unenforceability shall not affect any other term or provision of this Subcontract.

10.10 Binding Effect. This Subcontract shall bind the heirs, executors, successors and assigns of the parties hereto.

10.11 Governing Law. This Subcontract shall be governed and construed by the laws at the location of the Project unless otherwise modified in accordance with Addendum "1".

10.12 Text Messages. Any text message or other form of electronic communication sent from one cell phone to another, and excluding electronic mail communications, shall not constitute a form of written communication or a form of Notice permitted under this Subcontract.

10.13 Signage. Without Contractor's written permission, Subcontractor shall not post or display on the Project site any sign, banner or other object advertising Subcontractor and shall prevent its sub-subcontractors and suppliers from doing the same.

10.14 Record Retention. Subcontractor shall maintain all Project records for a period of five (5) years after Final Completion. To the extent the Subcontract Work is performed on a time and material, cost plus, or cost plus with GMP basis, Contractor shall have the right to audit all books and records of Subcontractor as it relates to the Project.

10.15 Headings/Construction. The section and paragraph headings contained in this Subcontract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Subcontract. The language and all parts of this Subcontract shall in all cases be construed according to its fair meaning, and neither this Subcontract, nor any provision of this Subcontract, shall be construed strictly for or against either Contractor or Subcontractor as the result of its role in the preparation of this Subcontract or otherwise.

10.16 Complete Agreement. This Subcontract represents the complete agreement between the parties and supersedes any and all prior negotiations, understandings or agreements between the parties. There are no representations, promises, agreements, orally or in writing, which are not embodied in this Subcontract and the exhibits hereto.

Sample



ADDENDUM NUMBER 1 STATE SPECIFIC PROVISIONS FOR THE STATE OF ILLINOIS

The Subcontract Agreement and "Exhibit A - Subcontract General Conditions" are modified to comply with the laws of the State in which the Subcontract Work is to be performed. Unless otherwise noted, section references contained herein refer to Exhibit A Subcontract General Conditions. Except as expressly modified by this Addendum 1, all of the provisions of the Subcontract remain unaltered and in full force and effect.

1. Interpretation. In any instance that a provision in the Subcontract, Exhibit A – Subcontract General Conditions or this Addendum 1 is broader than that allowed by applicable law, such provision shall be given its broadest permissible meaning and shall only be limited to the extent necessary to comply with applicable law.
2. Warranty. Add the following as the last sentence to Section 2.18: If not otherwise stipulated in the Contract Documents, the warranty period shall be one year from the date of Substantial Completion of the Project.
3. Indemnification. Section 5.3 is replaced in its entirety with the following:

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor, Owner, and Architect, including their related parent companies, affiliates, subsidiaries, successors, shareholders, officers, directors, partners, employees and agents of each (collectively "Indemnitees") for, from and against any and all claims, liabilities, damages, losses, actions, suits, fines, penalties, costs and expenses, including but not limited to reasonable attorneys' fees and professional, expert or consultant fees (including such expenses incurred in any attempt to enforce this indemnification provision), which may arise out of, in connection with, resulting from or related to in any manner, directly or indirectly, the performance of the Subcontract Work including, without limitation, defects in workmanship or materials, claims for bodily injury, death, damage to property, or loss of use of property and regardless of whether asserted as a breach of contract, breach of warranty, tort or any other theory of recovery. Notwithstanding anything to the contrary in this Section, Subcontractor's obligations hereunder do not extend to any claims, damages, losses and expenses arising out of or resulting from the negligence of an Indemnitee.

4. Location. Section 7.10 is replaced in its entirety with the following:

The Parties mutually agree that the exclusive venue of any mediation, arbitration, or litigation under Sections 7.4, 7.5, and 7.6 shall be the county in which the home office of the CORE Construction entity entering into this Agreement is located (hereinafter referred to as the "Home County") and the mediation, arbitration, and/or litigation shall be conducted in the Home County and the exclusive jurisdiction of any matter involving a court shall be in any Federal or State Court located in the Home County. Each of the Parties irrevocably and unconditionally waives and agrees, to the fullest extent permitted by law, not to plead any objection that it may now or hereafter have to the laying of exclusive venue and exclusive jurisdiction of any matter, resulting in mediation, arbitration, and/or litigation, under this Agreement including but not limited to forum non conveniens.



**ATTACHMENT A
SCOPE OF WORK**

Project Name: Edgar County Jail
CORE Project No: 22-01-011

Subcontractor:

Company Name
Address
City, ST, Zip
Phone: 000-000-0000
Contact Person: Name
Email:

LUMP SUM PRICE FOR LABOR, MATERIAL, AND FREIGHT **\$000,000.00**
Bond Included

Subcontractor has accounted for, as part of this lump sum Subcontract, any and all potential material cost increases over the course of the Project, unless otherwise noted in the Scope of Work.

SCOPE OF WORK:

1. Subcontractor shall perform the Scope of Work generally described as:

- Bid Package 03 – General Trades
- Bid Package 04 – Civil Package
- Bid Package 05 – Asphalt Paving
- Bid Package 06 – Site Concrete
- Bid Package 07 – Building Concrete
- Bid Package 08 - Precast
- Bid Package 09 – Masonry
- Bid Package 10 - Roofing
- Bid Package 11 – Detention Equipment
- Bid Package 12 – Fire Protection
- Bid Package 13 - Plumbing
- Bid Package 14 - HVAC
- Bid Package 15 - Electrical

2. Subcontractor shall provide a complete turnkey, (i.e., furnish and install), Scope of Work in accordance with Contract Documents to include, but not limited to:
 - A. All items described in the bid package description contained in the front end of the bidding documents for the project.
3. Subcontractor has accounted for, as part of this lump sum Subcontract, the fact that the Contract Documents may not contain all required details, parts, or pieces necessary to provide a complete and functioning system. Therefore, it is Subcontractor's responsibility to make reasonably inferable assumptions and allowances, as part of its lump sum proposal, to help account for the design intent and ensure that all elements associated with the Scope of Work comply with all governing codes and regulations.

SCOPE OPTIONS:

1. None.

CONSTRUCTION DOCUMENTS:

1. Subcontractor shall adhere to all Project specifications within the Project Manual and all Project drawings.
2. Subcontractor shall adhere to all Project addendums as referenced in the Attachment C – Enumeration of Documents section of this Subcontract.
3. All construction documents referenced in the Attachment C – Enumeration of Documents portion of this Subcontract can be downloaded from the following location:
 - A. Procore – Project #22-01-011 Edgar County Jail
 - B. Invite to be sent to Project team
 - C. Password: Subcontractor generated

Contractor will be using Procore web-based software on this Project to maintain an electronic set of As-Built Documents. Subcontractor is to furnish electronically all As-Built documents, appropriate warranties and guarantee information, equipment manuals, operations and maintenance manuals, all of which are a condition to achieving final completion and to receiving final payment. A Project within Procore has been created for this Project and access will be given to Subcontractor. All construction documents will be accessible to Subcontractor through Procore. It will be the responsibility of Subcontractor to create As-Built documents electronically in the field in lieu of providing hard copies. Contractor will provide training and support on Procore to Subcontractor.

To obtain access, Subcontractor must go to the Procore Software site (www.procore.com) and create a login. Subcontractor shall create a Username and Password then send a corresponding email address to Contractor's Project Manager; Contractor's Project Manager will then email Subcontractor with an invitation to the Project in Procore. Subcontractor may request additional instructions on how to create a login and Contractor's Construction Technology department will provide assistance.

4. Subcontractor shall include within the Contract all work associated with the following Project Alternates marked below which have been accepted by the Owner.

_____ Alternate TBD

PROJECT SPECIFIC PROVISIONS:

1. Subcontractor shall provide as many mobilizations as required to complete the Scope of Work as per the dates set forth on the monthly baseline and weekly look-ahead schedules.
2. Subcontractor's foreman, at a minimum, shall attend all daily huddle and weekly work plan meetings, which occur a reasonable time before and for the duration of the Subcontract Work on the Project.
3. All Submittals shall be submitted in electronic format online using Procore. Contractor may also request up to six (6) physical hard copies of all submittals.
4. All applicable taxes shall be included in the Lump Sum Price of this Subcontract/Agreement. If one of the following is checked, the project may be exempt from state and local sales and/or use taxes:

- Owner is a not-for-profit organization
- Owner is a governmental or quasi-governmental agency
- Project is located in an enterprise zone

EXCLUSIONS:

1. The following items are specifically excluded from the Subcontractor's Scope of Work:
 - A. Building permits
 - B. Sales Tax



ATTACHMENT B GENERAL PROVISIONS

Project Name: Edgar County Jail

CORE Project No: 22-01-011

GENERAL PROVISIONS:

1. Subcontractor shall provide off-site storage space, parking, jobsite transportation, etc., unless otherwise agreed to by Contractor.
2. The Project Site has limited space for Subcontractor parking, field offices, and storage of equipment and materials. Subcontractor shall request approval for and coordinate the locations and durations of such spaces with Contractor's on-site personnel. Such parking, field offices and storage areas shall be removed or relocated upon Contractor's request at the Subcontractor's cost. Such spaces shall be maintained clean and safe at all times. Security of such spaces and any required utilities for the same are the responsibility of the Subcontractor. All arrangements and payment (if necessary) for off-site parking are the responsibility of each Subcontractor.
3. Subcontractor shall provide all receiving, unloading, shakeout, handling, hoisting, inventorying, storage, etc. of all materials pertaining to Subcontractor's Scope of Work being delivered to the jobsite and shall notify Contractor immediately of any shortages. Subcontractor shall obtain any field measurements necessary for materials furnished or installed under its Scope of Work.
4. Subcontractor shall remove, (e.g., haul-off, relocate on-site, etc.), all trenching spoils associated with Subcontractor's Scope of Work, as directed by Contractor.
5. Subcontractor shall be responsible for the security of all its materials, tools, offices, and equipment stored on-site. Contractor assumes no risk for lost or stolen materials, tools, offices, or equipment.
6. Subcontractor shall meet current FAA requirements for the type of flight, purpose of the flight, flight operation requirements, and flight conditions associated with unmanned aerial systems (UAS) commonly known as drones. Subcontractor shall submit proof of UAS insurance, registration of UAS with the FAA, and UAS operator's Remote Pilot Certificate to Contractor for approval prior to authorization of any UAS use. Contractor's on-site supervision shall be notified of the intended purpose, location, and duration of all UAS activity within 90 minutes prior to the flight. Subcontractor's remote pilot will be required to leave their name and phone number with Contractor for each UAS flight. Owner requirements for UAS use may supersede FAA and Contractor requirements which will require Subcontractor to follow the most stringent requirements in place.
7. Subcontractor acknowledges the use of the Textura Payment System for all billing and payment processes in accordance with information to be provided by Contractor. Subcontractor is responsible for all fees associated with billing and payment applications submitted through the Textura Payment System. Training sessions will be made available upon the written request from Subcontractor.
8. All required firestopping for this Scope of Work is included by the Subcontractor. The Owner requires the use of a firestopping standard protocol which shall be followed by all Subcontractors including the use of specified manufacturers and assemblies at no additional cost to the Contractor. All firestopping must be installed and labeled per the standard protocol. Similarly, all wall and floor penetrations for items installed or removed under

this Scope of Work must be patched and repaired in a manner that meets the assembly fire rating requirements. All installations must be in compliance with requirements for the wall and/or floor assemblies involved.

9. Subcontractor shall comply with the certified payroll and IL prevailing wages requirements as outlined in the Contract Documents and shall be due with each pay request.
10. This Contract has been awarded by the Owner after advertisement of bids. Upon award of the Contract by the Owner, the Owner may assign its rights in this Contract to the Contractor to assist in the management and administration of the Project. By submitting its bid, the bidder shall be deemed to have consented to the aforesaid assignment, and to have agreed to become an assigned Subcontractor to the Contractor. Upon assignment, the Subcontractor shall become a Subcontractor of the Contractor pursuant to this Contract, and, except as identified within this Contract and as provided by law, shall have contractual privity only with the Contractor.
11. Subcontractor agrees to fully comply with the requirement of the Illinois Human Rights Act and all federal Equal Employment Opportunity laws as stated in Section 13.6 of the AIA A201 General Conditions.

Sample



**ATTACHMENT C
ENUMERATION OF DOCUMENTS**

Project Name: Edgar County Jail
CORE Project No: 22-01-011

PROJECT MANUAL					
Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
Division 01	General Requirements				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 02	Existing Conditions/Site				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 03	Concrete				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 04	Masonry				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 05	Metals				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 06	Wood, Plastics, and Composites				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 07	Thermal and Moisture Protection				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 08	Openings				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 09	Finishes				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 10	Specialties				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 11	Equipment				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 12	Furnishings				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 13	Special Construction				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 14	Conveying Equipment				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 21	Fire Suppression				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 22	Plumbing				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 23	Heating, Ventilating, and Air Conditioning				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 25	Integrated Automation				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 26	Electrical				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 27	Communications				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 28	Electronic Safety and Security				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 31	Earthwork				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
Division 32	Utilities				
(List Div. Sections)	TBD	TBD	TBD	TBD	TBD
DRAWINGS					
Specification/ Drawing	Description	Drawing Date	Stamp Date	CORE Received Date	Revision
TBD	TBD	TBD	TBD	TBD	TBD
ADDENDUMS					
Addendums	Description	Drawing Date	Stamp Date	CORE Received Date	Revision
TBD	TBD	TBD	TBD	TBD	TBD

ATTACHMENT D
Baseline Project Schedule

Insert Here

Sample



ATTACHMENT E INSURANCE CONDITIONS

Project Name: Edgar County Jail

CORE Project No: 22-01-011

Prior to starting work on the project site, Subcontractor shall provide, subject to the approval of Contractor, certificates and endorsements evidencing the insurance required within this Attachment. Any acceptance of Certificates of Insurance or endorsements by Contractor, or failure of Subcontractor to provide Certificates of Insurance or endorsements, shall in no way limit or relieve Subcontractor of its duties and responsibilities under this Subcontract. All insurance policies shall remain in full force and effect throughout the contract duration.

Submit project specific insurance certificates with endorsements for review and processing via email or fax to:

CORE Construction Services of Illinois, Inc.

Email: ilcerts@gaisb.com

Fax: 309-402-0604

Please ensure that the certificates include the Project Name, CORE Project Number and all additional insureds as required by the Contract Documents. Endorsements, if not blankets, must also include the names of all additional insureds. Your submission will otherwise be rejected.

Required Additional Insured(s) listed below:

- CORE Construction Services of Illinois, Inc. (Contractor)
- Edgar County (Owner)
- Klinger & Associates, PC (Architect)

The Certificate Holder will be:

CORE Construction Services of Illinois, Inc.

601 SW Water Street

Peoria, Illinois 61602

Should you have any questions, please contact Claire Fabrizio at our office:

O – (469) 430-1450

clairefabrizius@GAISB.com

INSURANCE REQUIREMENTS:

1. Workers' Compensation:

Coverage A. Statutory Benefits, in required statutory limits for the state in which the work is to be performed.

Coverage B. Employer's Liability.

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

2. Commercial Auto Coverage:

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Hired and Non-Owned".

If the Contract Documents require Subcontractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Commercial General Liability:

Limits must meet the minimums set forth below, or the policy limit, whichever is greater:

Per Occurrence	\$1,000,000
Personal Injury/Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate (other than Products/Completed Operations)	\$2,000,000

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

- Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
- Products and Completed Operations coverage shall be maintained from the Substantial Completion date of the project through the expiration of the statute of repose for the jurisdiction in which the project is located.
- Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- Broad Form Property Damage coverage, including completed operations or its equivalent.

- e) An endorsement naming Contractor, Owner and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on both ISO forms CG2010 10/01 and CG2037 10/01, or their equivalent. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages **IS NOT ACCEPTABLE**. **The Additional Insured endorsements must be submitted with the certificate of insurance.**
- f) An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- g) Coverage on an "Occurrence" form. "**Claims Made**" and "**Modified Occurrence**" forms are not acceptable.
- h) Coverage to include general aggregate limits on a "per project" basis.

4. Excess Liability:

Subcontractor shall obtain the following umbrella or excess liability insurance (must cover over WC, GL, and Auto) in addition to the above liability amounts with limits not less than:

Per Occurrence	\$2,000,000
Aggregate	\$2,000,000

5. Errors & Omissions Liability: \$1,000,000 per claim

If Subcontractor has design or engineering responsibility in the execution of the Subcontract obligations, Subcontractor shall provide Errors & Omissions Liability coverage with limited contractual liability coverage in favor of Contractor and a deductible of no greater than \$50,000 per claim. Any self-insured retention (SIR) must be clearly identified on the certificate of insurance and is subject to Contractor's approval. This insurance shall be maintained for not less than the duration of the project and five (5) years following completion of construction. Retroactive date of such coverage must be on or before the date Subcontractor (and its consultants/sub-subcontractors) began providing professional services for the project.

6. Pollution Legal Liability: \$1,000,000 per occurrence (or per claim if Claims Made)

Subcontractor shall maintain insurance covering losses caused by pollution conditions that arise from the Subcontract Work. If the scope of the "Work" involves the delivery, protection, or containment of water in any manner or form whatsoever or the protection from water intrusion, then no "mold", "fungi", "bacteria" or "water intrusion" or similar exclusion may be attached to the Subcontractor's Commercial General Liability policy. In the alternative, "mold", "fungi", "bacteria" coverage may be provided under a separate policy. If coverage is provided on a claims-made basis, a minimum of a five-year extended reporting period is required.

7. Other Requirements:

- a) All policies shall be endorsed to provide Contractor a thirty (30) day notice prior to any insurance policy, represented therein, being cancelled or modified.
- b) All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A- VII. All coverage forms must be acceptable to Contractor.
- c) Certificates of Insurance with the required endorsements (as stated above) evidencing the required coverages must be delivered to the Contractor prior to commencement of any Subcontract Work.

Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance. Contractor shall have the right, but not the obligation, to prohibit Subcontractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Contractor.

- d) Subcontractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by this Subcontract.
- e) Contractor reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Contractor's opinion, operations by or on behalf of Subcontractor create higher than normal hazards and, to require Subcontractor to name additional parties in interest to be Additional Insureds, In the event Subcontractor is requested to provide such additional limits of liability coverage, Subcontractor will be allowed to submit a Change Order Request so that it may be compensated for any such change.
- f) In the event that rental of equipment is undertaken to complete and/or perform the Subcontract Work, Subcontractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- g) If the Work involves the design, construction, fabrication, preparation, installation, application, maintenance or repair (including remodeling, service, correction, or replacement) of any "exterior insulation finish system" (EIFS) or any part thereof, or substantially similar system, the Subcontractor's CGL policy shall not include exclusions for such work. Alternatively, "EIFS" coverage may be provided under a separate policy.
- h) In the event that the insurance coverages provided by the Subcontractor pursuant to the Contract Documents exceed the minimums set forth in the Contract Documents, then in that event, Contractor shall have the benefit of all such excess coverages.
- i) Subcontractor shall require any entity it hires to provide any services under the Contract Documents to provide evidence of insurance equivalent to the requirements of Subcontractor under this Attachment.

8. Property Insurance:

- A. Unless otherwise provided, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project, at the site, on a replacement cost basis. This insurance shall include interests of the Owner, the Contractor, Subcontractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. Any deductible amount applied to any loss payable under the Builder's Risk or Property insurance shall be borne by the insured whose work is damaged in direct proportion as its individual loss bears to the total loss. However, if the Contractor, at its discretion, determines the loss is caused solely by Subcontractor, Contractor shall have the ability to assess the entire deductible amount to Subcontractor.

Such property insurance maintained by Contractor does not cover tools or equipment owned or rented by Subcontractor including trailers, excavators, scaffoldings, or forms. Subcontractor is responsible for providing insurance coverage for such items.

- B. Contractor and Subcontractor waive all rights against each other and against Owner, Architect/Engineer, separate contractors, and all other subcontractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.

Sample



PRELIMINARY LIEN INFORMATION
CORE JOB NO. 22-01-011

NAME OF PROJECT: Edgar County Jail
ADDRESS: TBD on Springfield Road
CITY/STATE/ZIP: _____

PROJECT MANAGER: TBD PHONE: TBD
ASST PROJECT MGR: TBD PHONE: TBD
SUPERINTENDENT: TBD PHONE: TBD
PROJECT COORDINATOR: Becky Dluski PHONE: 309-404-4636
PROJECT ACCOUNTANT: Julie Mulhern PHONE: 219-595-3517
SAFETY COORDINATOR: Kevin Gorshe PHONE: 309-360-6775

OWNER'S NAME: Edgar County
ADDRESS: 115 W. Court Street
CITY/STATE/ZIP: Paris, Illinois 61944

CONTRACTOR: CORE Construction Services of Illinois, Inc.
ADDRESS: 601 SW Water Street
CITY/STATE/ZIP: Peoria, Illinois 61602
PHONE: (309) 404-4700 FAX: (309) 266-6553

CONTRACTOR'S LICENSE NO.: N/A

LENDER'S NAME: N/A

BONDING COMPANY: Travelers Casualty and Surety Company of America
Liberty Mutual Insurance Company
c/o Glenn Allen Insurance and Surety Brokers
5205 McClellan Drive
Frisco, TX 75036
Phone: 469-430-1450
Travelers Bond No: TBD; Liberty Bond No.: TBD

Verify that all of your Illinois Sales Tax Exemption Certificate information is correct

- ✓ **If not**, contact us immediately.
- ✓ **Do not discard** - your Illinois Sales Tax Exemption Certificate is an important tax document that authorizes you to purchase tangible personal property for use or consumption tax-free.

OFFICIAL DOCUMENT State of Illinois - Department of Revenue OFFICIAL DOCUMENT

Illinois Sales Tax Exemption Certificate

EDGAR COUNTY

115 W COURT ST
PARIS IL 61944-1739

Sales Tax Exemption Certificate

Issue date: 02/10/2020	Sales Tax Exemption	E99972840
Expiration date: 03/01/2025	Organization type:	Governmental

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.


Director

OFFICIAL DOCUMENT - DO NOT DESTROY



BILLING PROCESS FOR MAJOR PROJECT VENDORS

1. All subcontractors and major material suppliers are considered major vendors on CORE's construction projects and shall be herein referred to as vendors. Second and third tier subcontractors and suppliers shall be referred to as sub-vendors.
2. In Order to expedite the process of the monthly pay application, CORE utilizes an electronic processing and payment product called Textura. All CORE vendors are required to register with Textura at least 30 days prior to their first billing. If you have not previously registered, please go to <https://www.oracle.com/construction-engineering/textura-training/> for further information or contact CORE.
3. The following documents will be required by CORE on every project during every monthly billing cycle:
 - 1) Application for Payment
 - 2) Schedule of Values
 - 3) Lien Releases (Waivers) from both vendor and sub-vendors
4. To facilitate the preparation of the monthly pay request to the Architect/Owner, the vendor shall submit to CORE's project manager a schedule of values in the approved format for the work that the vendor considers completed. After an agreement has been reached between the project manager and the vendor, CORE will attempt to collect the percentages requested. If the percentages approved by the Architect/Owner are different from that submitted by the vendor, CORE will communicate this information to the vendor. Any back up information that is available to support the amount being requested is highly recommended.
5. When a vendor's invoice is presented for final payment, CORE shall require unconditional final lien releases from all sub-vendors before releasing any funds to the vendor. If at any time CORE has reasonable doubt of a vendor's ability to pay his sub-vendors in full, CORE Construction reserves the right to require prior lien releases or to issue joint checks regardless of the amounts involved.
6. If a vendor has more than one subcontract agreement or purchase order with CORE on any project, separate invoices, schedule of values, and waivers shall be submitted for each agreement.
7. Any additional billing information requested by the Owner, Architect, Construction Manager, or CORE shall be submitted as requested.
8. To collect retention money due, vendors must submit a separate invoice in order for CORE to process the amount for payment. A Full & Final contract verification will be sent out verifying final contract amounts, this will need to be signed and returned.
9. All payment applications, with projections through the end of the month, need to be submitted by the 25th of the month. Once the draw closes, you will not be included for funds disbursement for that month.
10. Enclosed with your contract is a W9 form. Please complete and return with your signed contract if you have not previously done so.

Oracle's Textura Payment Management: Work Faster and More Efficiently

What Is Textura Payment Management (TPM®)?

Oracle's TPM is an Internet-based construction invoicing and payment solution. With the TPM system, subcontractors can electronically sign and submit their pay applications—including invoices, sworn statements, and conditional and/or unconditional lien waivers. Payments are made electronically via ACH (Automated Clearing House) resulting in faster access to your funds. In addition, TPM facilitates submission and tracking of compliance documents and sub-tier waivers. In short, TPM has revolutionized the construction payment process. Thousands of subcontractors currently use TPM to submit their pay applications every month.

Sign Pay Applications and Submit Electronically

TPM automatically generates the required Pay Application documents and transmits them to your GC electronically at the click of a button.

- Invoices are created by simply entering a percent complete or dollar value by line item of your budget
- Electronic submission of documents eliminates the expense and inconvenience of fax or hand delivery
- Invoice amounts are verified with lien waiver and payment amounts, reducing the risk of error

Receive Payments via ACH

TPM uses the secure ACH network for electronic deposit of funds to accelerate draw payments.

- ACH will deliver funds faster than a manual check. Payments are made through TPM directly by the GC and are subject to the terms of your contract.
- ACH works like direct deposit. Funds are immediately available, no waiting for checks to clear.
- TPM alerts you via email that payment has been disbursed.

Know What is Happening, When It Happens

TPM offers complete visibility throughout the draw process and notifies users of critical events.

- Receive real-time notifications when a draw is opened, change order issued, payment disbursed, etc.
- Receive email reminders to update expiring insurance documents and notification of non-compliance.
- Online invoice approval and rejection ensures that both parties are informed of final invoice amounts.

Manage Documents Online

Project documents created in or uploaded to the system are available for viewing, printing or downloading to your computer. TPM will store these documents for a minimum of ten years.

- Pay Application backup documents are submitted quickly and easily via an upload attachment feature.
- Electronic submission & tracking of legal documents such as insurance certificates reduces payment holds.
- Possibility for lost or delayed documents resulting in held payments is virtually eliminated

What Does It Cost to Use TPM?

0.22 % of contract value*

- Maximum – \$5,000
- Sub-tier subcontractors – \$100

Payment Methods

- ACH (default) or Credit Card

**Plus applicable taxes*

Technical Requirements:

TPM is completely web-based- there is no software to install. Users need only:

- Internet access (high-speed recommended)
- Email access for each user
- Adobe Acrobat Reader 6.0 or higher (free download)

Free Training & Support:

Our Training Supports your training needs with:

- Free webinars
- Individual training by phone
- Training videos
- Live in-app chat

Support representatives are available to answer your questions at 866 -TEXTURA (866-839-8872).

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Sample



SUBCONTRACTOR INFORMATION SHEET		
Edgar County Jail		
COMPANY CONTACT INFORMATION		
Company Name:		
Accounting Contact:		
Principal Contact:		
Phone:	Fax:	E-mail:
Address:		
City:	State:	ZIP Code:
Emergency After Hours Contact Person:		
Mobil Phone:	E-mail:	
PROJECT CONTACT INFORMATION		
Alternate (Local) Address:		
City:	State:	ZIP Code:
Telephone:	Fax:	
Project Manager:		
Mobil Phone:	E-mail:	
Superintendent:		
Mobil Phone:	E-mail:	
On-Site Foreman:		
Mobil Phone:	E-mail:	
Safety Representative:		
Mobil Phone:	E-mail:	
PROJECT CLOSEOUT - ADDITIONAL CONTACT INFORMATION		
Closeout Contact:		
Phone:	Fax:	E-mail:
Name:		Title:
Phone:	Fax:	E-mail: