

**SECTION 00 10 10
REQUEST FOR QUALIFICATIONS (RFQ)**

Project:
Lakeville Fire Station 2
Lakeville, MN

Owner:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

Architect:
CNH Architects
7300 147th West Street Suite 504
Apple Valley, MN 55124

Construction Manager:
RJM Construction
830 Boone Avenue North
Golden Valley, MN 55427

In accordance with this RFQ, the signatory on the letter transmitting the proposal agrees that its response to this RFQ is both current and accurate. It is understood and agreed that the response may become part of a legal and binding Contract for the project between the undersigned vendor and RJM Construction. Subcontractor acknowledges and agrees that prequalification will be based objectively on your complete response to this RFQ.

RFQ responses are due to isaac.lindberg@rimconstruction.com Thursday, March 5th, 2026.

NOTICE TO QUALIFIED CONTRACTORS – Notice is hereby given that the City of Lakeville and its Construction Manager (RJM Construction) are seeking to prequalify contractors for participation in bidding related to construction of the new Lakeville Fire Station 2 project. After the deadline for responses to this RFQ, the City and RJM will establish a list of qualified firms based on approved selection criteria, which will be available for review as noted below. Contractors interested in being selected through the RFQ process should join the project through Building Connected: <https://www.buildingconnected.com>. Contractors approved to be included on the list will have the opportunity to competitively bid on the contract work for the project.

An optional informational meeting will be conducted virtually on **Tuesday, February 24th, 2026 at 1:00pm**. If you do plan to attend the meeting, we do ask that you register via email with **Isaac Lindberg (isaac.lindberg@rimconstruction.com) by EOD Monday, February 23rd, 2026.**

HOW TO GET PLANS:

Preliminary Project Documents including the Proposal Form, Drawings, and Specifications will be on file at the office of the Construction Manager:

RJM Construction
830 Boone Avenue North
Golden Valley, MN 55427
952-837-8600

Complete digital Project Documents will be available upon request.

Construction Documents For RFB (REQUEST FOR BID) Bid Package #1 Earthwork and Utilities

will be available on or about **Thursday, March 12, 2026.**

RFB Bid Package #2 Remaining Scopes will be published on or around **Wednesday April 8th, 2026**

RFQ ACKNOWLEDGEMENT

(Respondents shall fill in the information below and return a signed original of this page with their Proposal Submittal)

Company Name: _____ E-Mail Address: _____

Address: _____

Phone: _____ Date: _____

Authorized Signature: _____

Typed name of signer: _____

Title: _____

(*Signer must be authorized to contractually obligate the Respondent)

1.0 GENERAL INFORMATION

1.1 Background and Purpose of Request for Qualifications

The purpose of this Request for Qualifications (RFQ) is to evaluate and prequalify subcontractors for the subject project at the City of Lakeville Fire Station 2. Based upon evaluation of the responses to the RFQ, the successful responders will be eligible to submit bid proposals for work and enter into a contract with RJM Construction, the Construction Manager as Constructor (CM) for the project. This RFQ applies to the following:

SCOPE OF WORK – ALL TRADE SCOPES TO CONSTRUCT NEW FIRE STATION BUILDING

1.2 Project Description

The project work scope consists of all work scopes required to construct the new Fire Station 2 Facility for the City of Lakeville. The City of Lakeville will construct a new facility consisting of Fire turnout areas, apparatus bays, and office areas. The schedule for the project is to commence construction work **summer 2026** with substantial completion for construction scheduled for **fall 2027**.

1.3 Description of Subcontract with Construction Manager as Constructor

All subcontracts will be executed by RJM Construction. Subcontractors interested in being prequalified for performing work on the project will be required to meet all qualification requirements contained in the RFQ. Sample subcontract and A201 General Conditions (as modified) are attached for your review.

1.4 Prequalification Selection Process Schedule of Events

The intended schedule for prequalification is set forth below; however, RJM Construction reserves the right to modify this schedule as necessary via addendum.

Issue RFQ	February 13, 2026
Informational RFQ Meeting (virtual)	February 24, 2026
<i>*RSVP to Isaac Lindberg by 2/23/26*</i>	
RFQ Response Due	March 5th, 2026
Request for Bids to Prequalified Companies Bid Package 1	March 16th, 2026
Request for Bids (RFB) Due (prequalified) Bid Package 1	April 3rd, 2026

Anticipated Notification of Award Bid Package 1 April 21st, 2026
Request for Bids to Prequalified Companies Bid Package 2
April 8th, 2026
Request for Bids (RFB) Due (prequalified) Bid Package 2
April 28th, 2026
Anticipated Notification of Award Bid Package 2 May 19th, 2026

2.0 INSTRUCTIONS TO RESPONDENTS

2.1 Required Review of Documentation Requirement:

Respondents shall include a signed copy of the "RFQ Acknowledgement" of this RFQ (page 1) with their qualification response submittal which confirms acknowledgement of the RFQ contents.

2.2 Completion of RFQ Responses:

Each Respondent must (1) submit all attachments, (2) answer all questions, and (3) provide all requested information. Incomplete responses may be subject to rejection.

2.3 RFQ Response Submission – Content and Format

The RFQ Response package must include:

- a) A signed original of page 1 - RFQ acknowledgment
- b) Attachment One – Prequalification Form
- c) Attachment Two – Three Signed Reference Verification Forms
- d) Surety Information per requirement 10
- e) Attachment Three - Responsible contractor statement verification form

The Proposal format shall be as follows:

- a) 8.5 X 11 sheets
- b) Additional materials (i.e. brochures) shall not be included with the RFQ proposal contents.

2.4 Quantities and Electronic Submission:

Only e-mailed electronic copies will be accepted.

2.5 Requests for Clarification and Information

Communications with the Construction Manager regarding this RFQ must be submitted via email to **Isaac Lindberg** (isaac.lindberg@rimconstruction.com). All communications must be through the Construction Manager's designated point of contact.

2.6 Expenses:

Neither the Construction Manager nor the Owner assumes liability for payment of expenses incurred by Respondents in preparing and submitting proposals in response to this RFQ.

2.7 Disposition of Responses: All materials submitted in response to this RFQ will become public record after the evaluation process is completed and a prequalification decision made. If the responder submits information in response to this RFQ that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the responder must clearly mark all trade secret materials in its response. Respondent shall defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the CM, Owner, their agents and employees, from any judgments awarded in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the award of a Contract. In submitting a response to the RFQ, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the CM and/or Owner.

3.0 THE PREQUALIFICATION PROCESS

3.1 Evaluation and Prequalification Process

To prequalify for the bid (RFB) phase of the selection process, your firm must pass all Requirement criteria. RFQ responses will be objectively evaluated using pass/fail criteria relating to each firm's ability to deliver the required construction service to the project. These criteria include:

- Experience and Capacity of the Firm/Company
-

- Experience and Capacity of key personnel that will be assigned to this project
- Successful experience on similar projects
- Availability to and familiarity with the project locale
- Capabilities to perform
- Past performance of the firm and its employees assigned to this project
- Compliance with State and Federal law
- Safety record: Your Experience Modification Rate (EMR) and OSHA record.
- Bonding capacity

4.0. CONTRACTING REQUIREMENTS

Detailed Contract obligations and measures of performance will be defined further during the Request for Bid (RFB) phase. The RFQ shall not be construed to limit the RJM Construction's right to enter into a Contract, to reject all proposals, or to select the best value proposal.

RJM Construction reserves the right to seek clarifications for responders on their RFQ and RFB proposal responses. Per MN Statute 471.463, Subd. 3(e): The construction manager shall competitively bid all trade contract work for the project from a list of qualified firms, subject to availability of such qualified firms for the specific work. The list of qualified firms shall be based upon an open, competitive, and objective prequalification process in which the selection criteria includes, in addition to the proposed price, the firm's experience as a constructor or primary designer, including capacity of key personnel, technical competence, capability to perform, the past performance of the firm and its employees, including its safety record and compliance with State and Federal law, availability to and familiarity with the project locale, and other considerations as defined by the construction manager at risk and the commissioner. The criteria shall not impose unnecessary conditions beyond reasonable requirements to ensure maximum participation of qualified contractors:

5.0 CONTRACT REGISTRATION

1.4.4.1 Minn. Stat 181.723 as amended (Minn. Laws, chapter 295) requires Contractors and Subcontractors that provide commercial or residential building construction or improvement services in Minnesota to be registered with the Minnesota Department of Labor and Industry (DLI) by September 15, 2012, unless they are already licensed, certified or registered by the Minnesota Department of Labor and Industry.

- a) Building construction contractors, including independent contractors, subcontractors, and business entities providing public or private sector commercial or residential building construction or improvement services are required to be registered with the Department of Labor and Industry.
- b) The registration requirement does not apply to workers and businesses that are already licensed, registered or certified with DLI, nor does it apply to employees.
- c) Registration shall be done online and requires information about the business and its owners and officers. This information is critical to enforcement activities of DLI, DEED, and Revenue and is the same information currently required for licensed residential building contractors, electrical contractors, and plumbing contractors.
- d) The law provides for penalties for failure to register, hiring unregistered contractors, misclassifying employees and coercing others to form a business entity. The penalty for failing to register will be forgiven if registration is achieved within 30 days, during the pilot project.
- e) The Building Construction Contractor Registration replaces the Independent Contractor Exemption Certificate program (ICEC).

6.0 GOVERNMENT DATA PRACTICES ACT

The companies and individuals working on this project fall under MN Statute 13 Government Data Practices Act. All the data created, collected, received, stored, used, maintained, or disseminated by the private person or company in performing those functions is subject to the requirements of this chapter and that the private person or company must comply with those requirements as if it were a government entity. The remedies in the statute's section 13.08 apply to the private person or companies under this subdivision.

7.0 JOBS REPORTINGS

All contractors are required to report on jobs created to complete the work on this project. Pursuant to M.S. Sec 16A.633, subd. 4, which was added during the 2012 legislative session, the State Agency is

required to report the number of jobs created or retained by the Project. To enable the Contracting Agency to comply with M.S. Sec. 16A.633, subd. 4, the Contractor must submit job reporting for the Project through Project completion. Reporting shall be in the format and on the form prescribed by the Owner.

8.0 PREVAILING WAGE REQUIREMENTS

This project will require compliance with City of Lakeville prevailing wage requirements and will require submittal of payroll reports. The future Request for Bids (RFB) to prequalified contractors will contain the current prevailing wage rates and additional information on the form to use and where to make submittals.

Additionally, the prevailing hours of labor may not be more than eight hours per day or more than 40 hours per week. Pursuant to Minnesota Statutes 177.43, "No laborer or mechanic employed directly on the project work site by the Contractor or any subcontractor, agent or other person doing or contracting to do all or part of the work of the project, is permitted or required to work more hours than the prevailing hours or labor, unless paid for all hours in excess of prevailing hours at a rate of at least 1-1/2 times the hourly rate of pay.

9.0 UNION REQUIREMENTS

Contractors and Subcontractors are to provide appropriate union labor as affiliated with Laborers, Operators, and Carpenters Unions.

**ATTACHMENT ONE TO RFQ
Lakeville Fire Station 2
February 9, 2026**

PREQUALIFICATION of SUBCONTRACTORS FORM

SUBCONTRACTOR QUALIFICATION STATEMENT

The Subcontractor must submit this form and the Reference Verification Affidavits with their response to this solicitation. RJM Construction reserves the right to clarify/verify any Qualification Statement and Reference Verification Affidavit information submitted to determine that all qualifications listed below have been met.

Answer the following questions:

- Trade and/or Scope (Ref Paragraph 1.1): _____
- Subcontractor Legal Name: _____
- # of Years in Business _____
- Location (city, state) _____
- Proposed Project Manager _____
- Proposed On-Site Supervisor _____
- List at least 3 similar projects your firm has completed within the last 7 years.

Project Name	Subcontract Value	Completion Date

REQUIREMENTS

1. Requirement - Firm's experience with comparable projects and technical experience:
Subcontractor named above has completed at least 3 similar projects in the past 7 years.
*NOTE: You must provide 3 Reference Verification Forms that meet the above Requirement #1. See the last page of this RFQ for the Reference Verification Form template. Company listed above **HAS or HAS NOT (circle one)** completed at least 3 similar projects in the past 7 years.
2. Requirement - Staff experience, past performance, and capacity of key personnel: Company's designated on-site supervisor is highly experienced and has recently been assigned this role for one of the qualifying comparable projects meeting requirement #1 above within the past 3 years. My Company's designated on-site superintendent/foreman **IS or IS NOT (circle one)** highly experienced and **HAS or HAS NOT (circle one)** recently been assigned this role for one of the qualifying comparable projects listed in Requirement #1 above within the past 3 years. Name the qualifying comparable project that your designated on-site supervisor completed:
_____.

3. Requirement: Company has not been dismissed by any public agency as a prime contractor or subcontractor on any previous projects within the last Seven (7) years. My Company **HAS or HAS NOT (circle one)** been dismissed by any public agency as a prime or subcontractor within the last Seven (7) years.
4. Requirement – Safety Program and Record: Company has not had any willful or repeated OSHA citations within the last three years. My Company **HAS or HAS NOT (circle one)** received willful or repeated OSHA citations within the last three years.
5. Requirement: Company will provide a written site-specific Safety Plan, Silica Plan (if required), and Quality Control Plan. My Company **WILL or WILL NOT (circle one)** provide a site-specific Safety Plan, Silica Plan, and Quality Control Plan.
6. Requirement: Company Experience Modification Rate (EMR) has been under 1.25 over the past 3 years. My Company **HAS or HAS NOT (circle one)** held an EMR under 1.25 over the past 3 year. 2022 EMR:_____ 2023 EMR:_____ 2024 EMR:_____
7. Requirement: - Disciplinary measures and compliance with laws: Subcontractor operates within compliance with State and Federal laws and has not been convicted of violation of State and Federal laws. My Company **HAS or HAS NOT (circle one)** been convicted of violation of State and Federal laws.
8. Requirement: Subcontractor is aware that prevailing wage laws apply to this project and will comply with all prevailing wage requirements. (See section 8.0 of this RFQ). My Company **WILL or WILL NOT (circle one)** comply with all prevailing wage requirements.
9. Requirement: Company is able to provide payment and performance bonds for the Project for a subcontract amount not to exceed \$500,000) My Company **IS or IS NOT (circle one)** able to provide payment and performance bonds for the Project for a subcontract amount of \$_____
10. Requirement: Provide the name of your surety or bonding company including contact information. Identify your company's bonding capacity including single limit, total capacity and available capacity. _____

Surety or Bonding Company Contact Info _____
Bonding Capacity Single Limit Total Capacity Available Capacity CERTIFICATION - By signing this statement, I certify that the information provided above is complete and accurate.

Contractor Company Name _____

Authorized Signature _____
(*Must be authorized to sign and enter into contracts*)

Printed name _____

Title _____

**ATTACHMENT TWO TO RFQ
City of Lakeville Fire Station 2
February 10, 2026**

REFERENCE VERIFICATION FORM

Please provide completed reference verification forms for Three (3) projects that meet Requirement #1 of this RFQ.

***** TO
BE COMPLETED BY THE PROPOSING SUBCONTRACTOR

(Client Reference: General Contractor or Owner's Name) _____

(Relevant Project Name) _____

(Subcontractor Company Name) _____

(Subcontractor to complete this section and verify your Client Reference agrees)

YES/NO This subcontractor successfully completed the above project within the last Seven (7) years.

YES/NO This subcontractor had a subcontract value equal to the project experience value listed.

YES/NO The work involved aligns with this project.

YES/NO Owner and General Contractor were satisfied with work.

General Contractor or Owner Representative:

Name: _____

Telephone # _____

E-Mail Address: _____

By signing this affidavit the proposing subcontractor certifies that the client representative listed above agrees that all information provided on this form is accurate.

Proposing Subcontractor verification that the above reference is accurate and verifiable:

Proposing Subcontractor Authorized Signature Date

**ATTACHMENT TWO TO RFQ
City of Lakeville Fire Station 2
February 10, 2026**

REFERENCE VERIFICATION FORM

Please provide completed reference verification forms for Three (3) projects that meet Requirement #1 of this RFQ.

TO BE COMPLETED BY THE PROPOSING SUBCONTRACTOR

(Client Reference: General Contractor or Owner's Name) _____

(Relevant Project Name) _____

(Subcontractor Company Name) _____

(Subcontractor to complete this section and verify your Client Reference agrees)

YES/NO This subcontractor successfully completed the above project within the last Seven (7) years.

YES/NO This subcontractor had a subcontract value equal to the project experience value listed.

YES/NO The work involved aligns with this project.

YES/NO Owner and General Contractor were satisfied with work.

General Contractor or Owner Representative:

Name: _____

Telephone # _____

E-Mail Address: _____

By signing this affidavit the proposing subcontractor certifies that the client representative listed above agrees that all information provided on this form is accurate.

Proposing Subcontractor verification that the above reference is accurate and verifiable:

Proposing Subcontractor Authorized Signature Date

**ATTACHMENT TWO TO RFQ
City of Lakeville Fire Station 2
February 10, 2026**

REFERENCE VERIFICATION FORM

Please provide completed reference verification forms for Three (3) projects that meet Requirement #1 of this RFQ.

TO BE COMPLETED BY THE PROPOSING SUBCONTRACTOR

(Client Reference: General Contractor or Owner's Name) _____

(Relevant Project Name) _____

(Subcontractor Company Name) _____

(Subcontractor to complete this section and verify your Client Reference agrees)

YES/NO This subcontractor successfully completed the above project within the last Seven (7) years.

YES/NO This subcontractor had a subcontract value equal to the project experience value listed.

YES/NO The work involved aligns with this project.

YES/NO Owner and General Contractor were satisfied with work.

General Contractor or Owner Representative:

Name: _____

Telephone # _____

E-Mail Address: _____

By signing this affidavit the proposing subcontractor certifies that the client representative listed above agrees that all information provided on this form is accurate.

Proposing Subcontractor verification that the above reference is accurate and verifiable:

Proposing Subcontractor Authorized Signature Date

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

Project Number _____

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** “Responsible contractor” means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- 1) The Contractor:
 - i. Is in compliance with workers’ compensation and unemployment insurance requirements;
 - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
 - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
 - iv. Has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
- 2) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41, 177.44, 181.13, 181.14 or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
 - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
 - ii. Has been issued an order to comply by the commissioner of Labor and Industry that has become final;
 - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
 - iv. Has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
 - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
 - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*
- 3) The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
- 4) The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
- 5) The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged

business enterprise, or veteran-owned business goals, due to lack of good faith effort, more than once during the three-year period before submitting the verification;*

*Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

- 6) The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
- 7) All Subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) If my company is awarded a contract, I will also submit Attachment A-2 as required.

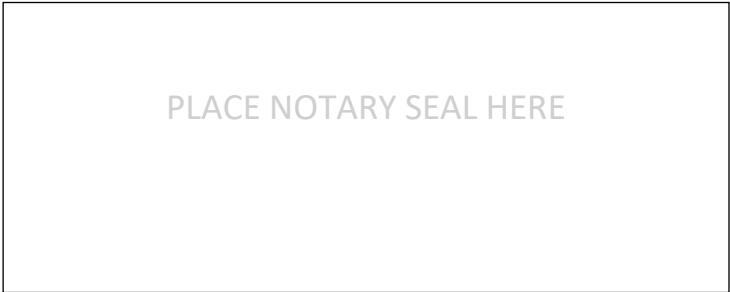
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

Sworn to and subscribed before me this

_____ day of _____, 20__,

Notary Public

My Commission Expires: _____.



Note: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All additional subcontractors listed in Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in **Minn. Stat. § 16C.285**.

Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

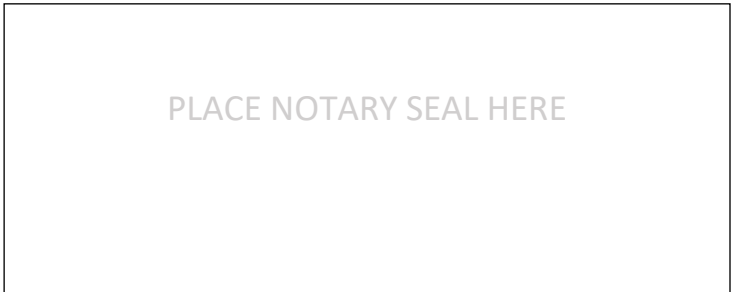
Sworn to and subscribed before me this

_____ day of _____, 20__

_____.

Notary Public

My Commission Expires:_____.





RJM CONSTRUCTION, LLC
SUBCONTRACT AGREEMENT
Project Terms and Conditions

ARTICLE 1

1.1 Agreement

This agreement (“Subcontract”) is effective as of the **xx day of xxx, 20xx** and is made between **RJM Construction LLC, 830 Boone Avenue North, Golden Valley, MN 55427**, (the “Contractor”) and **[SUBCONTRACTOR], [SUBCONTRACTOR ADDRESS]** (“Subcontractor”) as an independent contractor. Contractor and Subcontractor agree as follows:

1.2 The Project

Contractor has entered into or will enter into a contract with **[OWNER NAME], [OWNER ADDRESS]** to provide certain labor, materials and/or services for construction of **[PROJECT NAME]** (the “Project”) **RJM Project Number: xxxxx-xxxx**. The Project is located at **[PROJECT ADDRESS]**. Pursuant to the terms and conditions of this Subcontract, Contractor retains Subcontractor to furnish certain portions of the labor, materials, and services for Project.

1.3 Work to Be Performed

1.3.1: The subcontractor shall supply and furnish at the site all labor, material, tools, scaffold, apparatus, supplies, equipment, machinery, transportation, supervision, openings, embeds, backing, supports, layout, fasteners, clean-up, Shop Drawings, tests, inspections, quality control measures, permits (unless this Subcontract specifies that Contractor or another subcontractor is to provide such tests, inspections quality control measures, and permits), insurance, taxes, sales and use taxes, and technical, professional and other services for the proper and complete performance of a fully functioning system and acceptance of the following portions of the work at the Project (“Subcontract Work”).

1.3.2: The “Date of Commencement” for the Subcontract Work shall be the effective date of this Subcontract.

1.4 Scope of Subcontract Work

The Subcontract Work includes the work set forth in Article I of this Subcontract, the work set forth in the Exhibits to this Subcontract as listed below, whether those Exhibits are attached hereto or not, and all approved changes to the Subcontract Work as described in Article 5. The Exhibits referred to herein are as follows:

- **Exhibit A – Scope of Work**
- **Exhibit B – Insurance**
- **Exhibit C – EEO**
- **Exhibit D – RJM’s General Project Requirements**
- **Exhibit E – Schedule**
- **Exhibit F – Compliance with Minnesota Laws**
- **Exhibit G – GC Pay Invoicing**
- **Exhibit H – RJM Safety Orientation**

1.5 Subcontract Documents

1.5.1: The “General Contract” is the construction contract between the Contractor and Owner for the Project, and any exhibits, addenda, modifications, together with all drawings, project manuals, specifications, conditions, geotechnical reports and any other documents listed in the General Contract as being part thereof. The General Contract is incorporated into this Subcontract as if fully set forth herein.

1.5.2: The “Subcontract Documents” are this Subcontract, the Exhibits, approved changes, and the General Contract.

1.5.3: Subcontractor shall provide copies of all Subcontract Documents to Sub-subcontractors and suppliers. Nothing shall prohibit Subcontractor from obtaining copies of Subcontract Documents from Contractor after execution of this Subcontract. If Contractor approves in writing, the Parties may exchange documents electronically. All documents transmitted electronically shall conform to the AIA protocol for electronic transmission of documents if requested by the General Contract.

1.5.4: The Subcontractor agrees to do all things and be bound by all decisions, directives, interpretations, and rulings of Owner, Architect, Engineer, or others authorized to act on behalf of Owner, including all decisions as to the scope of the Subcontract Work, to the same extent that Contractor is bound thereby, so long as they are consistent with the Contract Documents..

1.6 Subcontract Price

Subject to the terms and conditions of this Subcontract, the amount the Subcontractor is to be paid for the Subcontract Work is \$XXXXX (“Subcontract Sum”). The Subcontract Sum is based upon the Schedule of Values and is subject to additions and deductions as provided in the Subcontract Documents and that are approved in writing subsequent to the effective date of this Subcontract.

1.7 Subcontractor Review of General Contract

Subcontractor agrees it has fully reviewed or has had an opportunity to fully review the General Contract.

1.8 Construction of Subcontract

Nothing in this Subcontract shall be construed to create a contractual relationship between persons or entities other than Contractor and Subcontractor (“Parties”). The Subcontract is solely for the benefit of the Parties, represents the entire and integrated agreement between them, constitutes the entire understanding of the Parties, supersedes any prior negotiations, proposals or agreements, written or oral and may only be modified by written document signed by both Parties.

1.9 Conflict Among Documents

1.9.1 Except to the extent of a conflict with a specific term or condition in the Subcontract Documents, the General Contract shall govern this Subcontract. The Subcontract Documents are an addition to and not a replacement of the General Contract. Where any provision of the General Contract is inconsistent with Subcontract Documents, this Subcontract, followed by other Subcontract Documents, shall govern. In the event of a conflict between this Subcontract and other Subcontract Documents, this Subcontract shall govern.

1.9.2 If there is an inconsistency in the quality or quantity of the Work indicated in the General Contract, the better quality or great quantity shall be provided in accordance with the Architect’s interpretation. Subcontractor shall note any and all inconsistencies in the quality or quantity of the Work as indicated in the General Contract prior to binding.

1.9.3 In the event that there are inconsistencies between the other provisions or terms in the General Contract, the more specific Contract provisions or terms shall govern. All provisions of the Contract Documents shall be read with purpose intent to fully complete the Project Work with a greater degree of the quality or quantities reference in the General Contract, to complete the same in a timely and workmanlike manner, and to ensure that all Project subcontractors and suppliers are fully and finally paid for the value of their Work, subject to offset or deductions for any deficiencies of delay in the completion of the same.

1.10 Notice and Representatives

Notice to Contractor or Subcontractor shall be served upon [NAME] Project Manager for Contractor (“Contractor Representative”) and [SUBCONTRACTOR CONTACT] for Subcontractor (“Subcontractor Representative”) at their respective addresses listed above. Notice may be served personally, by U.S. Mail or by electronic mail. The electronic address for Contractor is [xxxxxxx@rjmconstruction.com]. The electronic address for Subcontractor is [SUB email.com]. The Parties agree that no other person or method constitutes effective notice, unless otherwise agreed to in writing by Contractor. The Subcontractor Representative shall be approved by Contractor and shall be the only person to whom Contractor shall issue instructions, orders or directions, except in an emergency. The Contractor Representative shall be the only person upon whom Subcontractor shall rely for instructions, orders or directions, except in an emergency.

1.11 Definitions

1.11.1: This Subcontract expressly incorporates the definitions of the General Contract. In addition, the following definitions apply to terms in this Subcontract and other Subcontract Documents:

1.11.2: “Architect” means [ARCHITECT], the licensed architect and his or her consultants, retained by Owner to perform design services for the project.

1.11.3: “Change Order” means a written instrument signed by the Owner and the Contractor stating their agreement upon a change in the work, sum and time of the General Contract.

1.11.4: “Claim” is a demand or assertion made in writing by Contractor or Subcontractor seeking an adjustment in the Subcontract Sum and / or Time, and adjustment or interpretation of the Subcontract Documents, or other relief arising under or related to the Subcontract, including the resolution of any matters in dispute between Contractor and

Subcontractor in connection with the Project.

1.11.5: “Contractor” means **RJM Construction, LLC**, the entity identified in section 1.1 and includes Contractor’s designated representative.

1.11.6: “Contractor Work” means the construction and services necessary or incidental to fulfill Contractor’s obligations for the Project in conformance with the General Contract and may refer to the whole Project or a portion of the Project.

1.11.7: “General Contract” is as defined in section 1.5.1.

1.11.8: “Hazardous Material” means any material declared to be hazardous by any federal, state or local governmental agency having legal jurisdiction to so declare.

1.11.9: “Owner” means **OWNER**, the person or entity identified in section 1.2.

1.11.10: “Parties” means Contractor and Subcontractor, or each of them in the singular.

1.11.11: “Project” is as defined in section 1.2.

1.11.12: “Project Schedule” means the sequence in which the Subcontractor is to perform the Subcontract Work as directed by the Contractor.

1.11.13: “Project Data” are printed instructions, diagrams, illustrations, brochures, and other written information designed to delineate, interpret, or explain some portion of the Project.

1.11.14: “Samples” are physical examples of materials, assemblies, or other items intended to illustrate and establish standards for the work to be performed at the Project.

1.11.15: “Schedule of Values” means a document created by Subcontractor that allocates the entire Subcontract Sum among identified portions of the Subcontract Work, prepared in a form and supported by such evidence as the Contractor requires and, unless Contractor objects, shall form the basis for review of the Subcontractor’s applications for payment.

1.11.16: “Shop Drawings” shall mean drawings, diagrams, schedules, and other data prepared by the Contractor of or a Subcontractor, sub-subcontractor, manufacturer, supplier, or distributor for the purpose of illustrating some portion of Project.

1.11.17: “Subcontract” means this agreement between Contractor and Subcontractor.

1.11.18: “Subcontract Documents” is as described in section 1.5.2.

1.11.19: “Subcontract Sum” means the amount indicated in Article 1.6.

1.11.20: “Subcontract Work” means the construction and services necessary or incidental to fulfill a specific portion of Contractor’s obligations for the Project in conformance with the Subcontract Documents, including the General Contract.

1.11.21: “Subcontractor” means **SUBCONTRACTOR**, a person or entity retained by Contractor as an independent contractor to provide the labor, materials, equipment or services necessary to complete a specific portion of Contractor Work.

1.11.22: “Substantial Completion” means the Subcontract Work or a designated portion of the Subcontract Work is sufficiently complete in accordance with the Subcontract Documents so that the Owner may occupy or use that portion of the Project for the use for which it is intended without unscheduled disruption. The date of Substantial Completion shall be confirmed by written approval of the Owner and Contractor.

1.11.23: “Sub-subcontractor” means a person or entity who has an agreement with a Subcontractor to provide the labor, materials, equipment or services necessary to complete a specific portion of the Subcontract Work.

1.11.24: “Time” means the period of time, including authorized adjustments to this Subcontract, allotted in the Subcontract Documents from date of commencement of the Subcontract Work to Substantial Completion of the Subcontract Work.

ARTICLE 2

Subcontractor’s Rights and Obligations

2.1 Duties to Contractor

Under the General Contract, Contractor has assumed toward the Owner certain duties, responsibilities and obligations that relate to and correspond with the same duties, responsibilities and obligations that Subcontractor has contracted

to perform under this Subcontract. Therefore, Subcontractor agrees to assume toward Contractor all of the duties, responsibilities and obligations that Contractor assumes under the General Contract toward the Owner that relate to the Subcontract Work or this Subcontract in any manner.

2.1.1: Included in the obligations of the General Contract assumed by Subcontractor is the obligation to pay liquidated damages if provided for in the General Contract. If liquidated damages are assessed to Contractor by Owner, or other party with whom Contractor contracts, Subcontractor will be liable for those liquidated damages that are attributable to Subcontractor's delay in performing its work under this Subcontract. Additionally, Subcontractor is obligated to pay Contractor for Contractor's added and extended field and home office costs due to such delay.

2.2 Obligation to Use Skills and Judgment

Subcontractor agrees to proceed diligently and use its best effort, judgment and skill to execute the Subcontract Work in conformance with the Subcontract Documents. Subcontractor agrees to proceed with the Subcontract Work in an orderly and reasonable sequence as directed by Contractor, and to execute the Subcontract Work, schedule inspections, order materials and carry out any other duties needed to comply with the Project Schedule.

2.3 Obligations to Review, Compare, Inspect

2.3.1: Subcontractor acknowledges that Subcontractor has carefully reviewed and compared or had the opportunity to review and compare all Subcontract Documents, including but not limited to the General Contract, and is familiar with the Subcontract Documents. Subcontractor is entering into the Subcontract based upon its own review and comparison of the Subcontract Documents. Subcontractor's review and comparison did not rely on any representations, oral, written or otherwise, by Contractor. Based upon Subcontractor's review and comparison of the Subcontract Documents, Subcontractor warrants that the Subcontract Documents are acceptable for the Subcontract Work. Subcontractor is not obligated to review and compare documents for errors, omissions or inconsistencies, or to determine the Subcontract Documents' compliance with laws, statutes, ordinances, building codes, rules, regulations or lawful orders of public authority. However, in the course of its review and comparison of the Subcontract Documents, Subcontractor shall report any discovery or observation of an error, omission, inconsistency or noncompliance to Contractor within three days of discovery.

2.3.2: As of the effective date of this Subcontract, identified in Article I, Subcontractor warrants that it has not identified and is not aware of any error, omission, inconsistency or noncompliance in or among the Subcontract Documents. If Subcontractor believes there is any vague, ambiguous, contradictory or insufficiently detailed term or document, Subcontractor shall immediately seek clarification from Contractor.

2.3.3: Subcontractor acknowledges that it has carefully inspected or had the opportunity to inspect the Project site, and is familiar with the nature, locality and conditions of the Project. Subcontractor is entering into the Subcontract based upon its own inspection of the site. Subcontractor's inspection did not rely on any representations, oral, written or otherwise, by Contractor. Based upon Subcontractor's inspection of the Project site, Subcontractor warrants that the Project site is acceptable for the Subcontract Work. As of the effective date of this Subcontract, identified in Article I, Subcontractor warrants that it has not identified and is not otherwise aware of any condition that would interfere with or delay the Subcontract Work. If there are any conditions of which Subcontractor is uncertain, Subcontractor shall immediately seek clarification from Contractor.

2.3.4: If Subcontractor performs any Subcontract Work when Subcontractor knows or should know of an error, omission, inconsistency or noncompliance in or among the Subcontract Documents, or a condition at the Project that would interfere with or delay the proper and complete performance of the Subcontract Work, without notice to and advance approval from Contractor, Subcontractor shall be responsible for performing all corrective work and paying any and all costs of any kind associated with that work. Subcontractor also shall defend and indemnify Contractor for any cost, fee, loss, or damages arising from or related to Subcontractor's errors or omissions. Subcontractor shall not be entitled to a change in the Subcontract Sum or an extension of Time in performing such corrective work.

2.3.5: If any part of the Subcontract Work depends upon the proper execution or results of the work of the Contractor, any other subcontractor or any other separate contractor on the project, Subcontractor shall inspect and perform all necessary tests to determine the condition and sustainability of such work to receive the contract work. Subcontractor shall promptly report in writing to the Contractor any apparent discrepancies or defects in such work which renders it unsuitable for proper execution and delivery of the Subcontract Work. Failure of the Subcontractor to so inspect and report shall constitute an acceptance of the work of the Contractor, other subcontractors or other separate contractors as fit and proper to receive the Subcontract Work.

2.3.6: Subcontractor represents and warrants that it is licensed, and has sufficient experience, expertise and resources to properly and fully perform all Subcontract Work.

2.4 Execution of the Subcontract Work

Subcontractor shall execute the Subcontract Work in conformance with the Subcontract Documents and all terms and

conditions reasonably inferable therefrom. Subcontractor shall furnish and pay for all materials, equipment, services and labor to complete the Subcontract Work. Subcontractor shall supervise and direct all Subcontract Work, including the work of any Sub-subcontractors, and cooperate with Contractor in scheduling and performing the Subcontract Work to avoid conflict, delay in or interference with Contractor's Work, other subcontractors, the Owner or other contractors. Subcontractor shall provide satisfactory evidence at the request of Contractor that Subcontractor has paid for all materials, equipment and labor through and including the most recent payment period.

2.5 Covered Subcontract Work

2.5.1: Subcontractor shall not cover Subcontract Work subject to inspection under either the Subcontract Documents or at Contractor's direction prior to its completion. If Subcontractor fails to comply with Subcontract Document terms or Contractor's direction for inspection, Subcontractor shall uncover the Subcontract Work at issue for inspection and restore the uncovered Subcontract Work to its original condition immediately prior to the inspection at its own cost and with no adjustment to the Subcontract Sum or extension of Time.

2.5.2: The Contractor may direct Subcontractor at any time to uncover portions of the Subcontract Work for inspection. If Subcontract Work uncovered at Contractor's direction has been performed in compliance with the Subcontract Documents, Subcontractor shall be entitled to a reasonable adjustment in the Subcontract Sum and extension of time in uncovering and restoring the affected Subcontract Work, providing the Subcontract Work was not subject to prior inspection under the Subcontract Documents or under Contractor's direction prior its completion. If the Subcontract Work uncovered at Contractor's direction has not been performed in compliance with the Subcontract Documents, Subcontractor shall uncover, repair and recover the affected Subcontract Work with no adjustment to the Subcontract Sum or extension of Time.

2.6 Subcontract Time

2.6.1: Subcontractor recognizes that time is of the essence for Subcontract Work to be performed under this Subcontract. Subcontractor shall perform the Subcontract Work within the specified Time and Project Schedule per Exhibit E attached and incorporated in this Agreement. Contractor has the authority to change the Project Schedule, and to make minor changes, without increase in the Subcontract Sum or extension of Time. Subcontractor shall cooperate with Contractor in providing shop drawings, product data, samples and similar submittals and in scheduling and performing the Subcontract Work to avoid conflict, delay in or interference with the Work, other subcontractors or Owner. Expedited delivery costs shall be borne by the Subcontractor as needed to meet the Project Schedule.

2.6.2: No extension of Time will be granted without Contractor's written consent after Subcontractor submits a Claim.

2.7 Shop Drawings, Submittals, Samples & Substitutions

2.7.1: Subcontractor shall promptly prepare and submit to Contractor Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents, requested by Contractor or necessary to complete the Subcontract Work with reasonable promptness and in such sequence as to cause no delay in the Subcontract Work or in the activities of Contractor or other subcontractors.

2.7.2: Subcontractor shall be responsible to Contractor for the accuracy and conformity of Subcontractor's submissions with the Subcontract Documents and the Subcontract Work. Subcontractor agrees that by submitting Shop Drawings, Product Data, Samples, or other similar materials, Subcontractor has reviewed and approved them as being accurate and appropriate to be relied upon by Owner, Contractor, and all other entities and personnel performing work on or for the Project, verified the materials and their appropriateness for the specified application, verified field measurements, and conducted all necessary investigation.

2.7.3: Shop Drawings, Product Data, Samples, and other similar submittals are not Subcontract Documents.

2.7.4: Except with the prior written consent of Contractor, Subcontractor shall not deviate from the Shop Drawings, Product Data, Samples, and other similar submittals submitted and reviewed.

2.8 Permits, Fees, Notices and Compliance with Laws

Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities bearing on performance of the Subcontract Work at its own expense. Subcontractor shall secure and pay for permits, assessments, tests, fees, licenses and inspections by government agencies that are necessary for proper execution and completion of the Subcontract Work, and the furnishing of which is required of Contractor under the General Contract. Subcontractor must give timely notice to authorities pertaining to the Subcontract Work to avoid conflict, delay in or interference with Contractor's Work or the work of other subcontractors, the Owner or other contractors.

2.9 Employment compliance

2.9.1: By entering into this Subcontract, Subcontractor represents and warrants that it is in compliance, and will

remain in compliance with federal, state, and local statutes, regulations, rules and ordinances, including but not limited to those relating to safety, hazardous waste, discrimination, immigration, fair employment, equal opportunity, and worker's compensation.

2.9.2: In case of discovery of any variance between the Subcontract and any applicable statutes, regulations, rules or ordinances, Subcontractor shall promptly notify Contractor of the variance in writing and make the necessary changes before proceeding with further Subcontract Work. In the event that Subcontractor discovers or reasonably should have discovered any such variance and fails to promptly notify Contractor, Subcontractor shall at its sole expense make any changes in the Subcontract Work necessitated by failure to disclose such variance, and shall defend and indemnify Contractor against all related claims and expenses.

2.9.3: Subcontractor agrees to immediately give written notice to Contractor of any government inquiry or investigation of Subcontractor's practices regarding these laws and regulations, and agrees to defend and indemnify Contractor and hold Contractor harmless from all liability that Contractor may incur as a result of any government inquiry, investigation or related proceeding of Subcontractor's compliance with these laws, including any liability for fines, penalties, interest, attorney fees and expenses related to Contractor responding to or defending itself against any such inquiry, investigation or related proceeding.

2.10 Warranty

2.10.1: Subcontractor, in addition to all other guarantees and warranties required by law or by the General Contract, warrants to Contractor and the Owner that workmanship, materials and equipment provided under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. Subcontractor further warrants that the Subcontract Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Subcontract Work that the Subcontract Documents require and permit. Subcontract Work, workmanship, materials or equipment not conforming to these requirements may be considered defective and will be corrected by Subcontractor at its sole expense. Subcontractor will also pay for the cost of any corrective work to any adjacent work or materials damaged during or as a result of such corrective work, or that are incorrect because it is based upon Subcontractor's prior defective work. Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment upon written request of Contractor.

2.10.2: Subcontractor's warranty period shall be for the duration stipulated in the Subcontract Documents but in any event shall be for a minimum period of one year from the date of Substantial Completion of the entire Project.

2.11 Subcontractor's Assignment of the Contract

Subcontractor shall not assign the Subcontract Work, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract without prior written approval from Contractor. In the event Subcontractor seeks to further subcontract portions of the Subcontract Work and receives Contractor approval, Subcontractor shall enter into written agreements with Sub-subcontractors performing services or providing materials for portions of the Subcontract Work under which the Sub-subcontractor assumes toward Subcontractor all obligations and responsibilities that Subcontractor assumes toward Contractor under the Subcontract.

2.12 Professional Services Provided by Subcontractor

2.12.1 The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

2.12.2 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

2.12.3 If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

2.12.4 The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 2.12.

2.12.5 The Subcontractor shall cause the professional services performed under this Section 2.12 to be provided by

a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 2.12.

ARTICLE 3

Contractor's Rights and Obligations

3.1 Right to Carry Out the Subcontract Work

If Contractor determines in its sole discretion that Subcontractor has defaulted as identified in Article 7.1 or has neglected to carry out the Subcontract Work in accordance with the Subcontract Documents, and fails within three (3) working days after receipt of written notice from Contractor to commence and continue correction of such default or neglect with diligence and promptness as determined solely by Contractor, Contractor may without prejudice to any other remedy Contractor may have, cure such deficiencies and deduct the reasonable cost thereof from the payments then or thereafter due Subcontractor. Contractor's exercise of its right to carry out the Subcontract Work under this Article does not constitute a suspension, delay or interruption of the Subcontract Work in whole or in part.

3.2 Contractor's Assignment of the Subcontract

If the Owner terminates the General Contract for cause as defined in the General Contract, Contractor shall assign this Subcontract to the Owner provided the Owner accepts the assignment.

3.3 Right to Reject

Contractor has authority to reject the Subcontract Work that does not conform to the Subcontract Documents.

ARTICLE 4

Safety Obligations

4.1 Safety Measures

4.1.1: Subcontractor shall be solely responsible for the safety of its employees, sub-subcontractors, suppliers, and any other performer for whom Subcontractor is responsible.

4.1.2: Subcontractor shall take reasonable safety precautions in performing the Subcontract Work, shall comply with safety measures initiated by Contractor, and shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, standards, and lawful orders of public authorities for the safety of all persons and property at the Project site, and property stored off-site for use in performing the Subcontract Work.

4.1.3: Subcontractor shall immediately notify the Contractor of an injury to any person that occurred at the site. Subcontractor shall provide a written report to Contractor within two (2) calendar days of an injury to any person that occurred at the site, or any property damage exceeding \$500 in value or any failure that could have resulted in serious bodily injury that is known or made known to Subcontractor. Subcontractor shall provide Contractor full access to records during normal business hours to investigate injuries and property damage upon Contractor's written request.

4.1.4: Subcontractor shall not create any unsafe conditions at the site, and shall immediately notify Contractor of any unsafe conditions. Subcontractor shall use properly qualified individuals to carry out the Subcontract Work in a safe and reasonable manner. If the Subcontractor has created any unsafe conditions at the site and fails to immediately correct them, Contractor may cause the unsafe condition to be corrected and deduct the reasonable cost thereof from any amount owing to the Subcontractor. Contractor safety corrections shall be performed at a rate of \$150 per hour plus materials.

4.1.5: Subcontractor will attend, and ensure attendance by its personnel, Sub-subcontractors, and suppliers, of all job site meetings as requested by Contractor, including regular information, progress, and safety meetings. Attendance may also be required for a site specific safety orientation.

4.1.6: Subcontractor shall promptly remedy damage or loss to the extent such damage or loss was caused by the negligent acts or omissions of Subcontractor, or of anyone for whose acts Subcontractor may be liable.

4.1.7: If required by the General Contract, Contractor may require Subcontractor's employees to submit to random drug tests. Subcontractor's employees who fail a drug test or who refuse to submit to random drug tests will be banned from working on the Project. Subcontractor will include language providing for drug testing in its contracts with its Sub-Subcontractors.

4.1.8: Prior to the start of work at the project site, Subcontractor shall provide Contractor with a copy of all product Material Safety Data Sheets (based on the most current OSHA requirements) for products to be used by Subcontractor on the project. Subcontractor shall also maintain a current set on the project site.

4.1.9: Subcontract shall provide OSHA compliant tools and equipment for their work and shall also provide employee training with respect to all tools and equipment.

4.1.10: Subcontractor shall provide task specific lighting, guardrails, barricades and fall protection as required for its scope of work.

4.1.11: Subcontractor shall comply with Contractor's policy of 100% eye protection at all times on the project.

4.1.12: Subcontractor shall maintain an accessible and current copy of its company specific safety manual on the project site at all times.

4.1.13: Attached as **Exhibit H** is a copy of Contractor's standard Safety Orientation Packet; safety orientations may vary for particular projects.

4.2 Hazardous Materials

4.2.1: Subcontractor shall not bring any Hazardous Materials to the Project site unless required by the Subcontract Documents and Subcontractor has obtained prior written approval from Contractor. Subcontractor shall pay all costs for removal of Hazardous Materials and defend and indemnify Contractor and the Owner for all costs, damages, or losses including but not limited to attorney fees and hold Contractor and the Owner harmless for Subcontractor's failure to comply with this provision.

4.2.2: If Hazardous Materials of a type which an employer is required by law to notify its employees are being used on the site by Subcontractor, its Sub-subcontractors or anyone directly or indirectly employed by them, Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to Contractor in sufficient detail and time to permit compliance with such laws by Contractor, other subcontractors and other employers on the site.

4.2.3: If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a Hazardous Material, including but not limited to asbestos or polychlorinated biphenyl (PCB) that Subcontractor encounters on the site, Subcontractor shall, upon recognizing the condition, immediately stop Subcontract Work in the affected area and promptly give notice to Contractor in writing. When the material or substance has been rendered harmless, the Subcontract Work in the affected area shall resume upon written agreement of Contractor and Subcontractor.

4.2.4: Subcontractor shall indemnify Contractor for any cost and expense Contractor incurs 1) for remediation of a Hazardous Material that Subcontractor negligently handles; or 2) for failure to perform its obligations or stopping the Subcontract Work upon encountering a Hazardous Material for which reasonable precautions will be inadequate to prevent foreseeable bodily injury or death.

ARTICLE 5

Changes in the Work

5.1 Changes

5.1.1: Contractor or the Owner and its consultants may make changes in the Subcontract Work by issuing Change Orders as defined in the General Contract, and the Owner's consultants may make minor changes to the work as specified in section 5.3 below. Upon issuance of a Change Order subsequent to the execution of the Subcontract, Contractor shall promptly notify Subcontractor of the Change Order. Unless otherwise directed by Contractor, Subcontractor shall not thereafter order materials or perform Subcontract Work that would be inconsistent with the changes made by the Change Order to the General Contract.

5.1.2: To aid Contractor, Owner, or Owner's consultants in determining whether to issue a Change Order, Subcontractor shall, upon request and at no additional charge, submit a budget and time estimate for review.

5.1.3: Contractor, without invalidating this Subcontract, may order Subcontractor in writing to make and Subcontractor shall make any and all changes in the Subcontract Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those changes required by Change Orders to the General Contract issued subsequent to the execution of this Subcontract.

5.1.4: Contractor, through a Change Order, may order Subcontractor to accelerate the Time of the Subcontract Work, including a requirement to provide overtime labor to accomplish such acceleration. Subcontractor shall have no Claim for damages against Contractor for such changes, however, Contractor in its discretion and upon Subcontractor giving notice through a Claim in accordance with Article 5.4 and 5.5, may reasonably adjust the Subcontract Sum

and extend the Time. Any adjustment in the Subcontract Sum or Time shall not be effective unless and until approved by the Contractor Representative in writing. Contractor's receipt of payment from the Owner for the Subcontract Work shall be a condition precedent to the right of Subcontractor to payment for an approved Claim.

5.2 Change Orders

5.2.1: Contractor shall promptly provide a copy of a Change Order request to Subcontractor. Subcontractor shall review the Change Order request and advise Contractor in writing within three (3) working days of receipt of the Change Order request what, if any, Claim for a change in the Subcontract Sum or Time that Subcontractor will make as a result of the Change Order request. Failure of Subcontractor to provide this notice within three (3) working days of receipt of the Change Order request waives Subcontractor's right to make a Claim. Subcontractor also shall notify Contractor of any effect the work described in the Change Order request will have on the Subcontract Work beyond the changes identified in the Change Order request.

5.2.2: Contractor shall have no liability to Subcontractor for work relating to changes where such work was undertaken without written authorization from Contractor's Project Manager.

5.2.3: No Change Order request may be quantified by field work orders without prior written authorization from the Contractor's Project Manager. If a Change Order request is to be quantified via field work orders, the work orders must be reviewed and signed daily by Contractor's Superintendent. The Contractor Superintendent's signature on a field work order is to confirm quantities only and is not an approval of the Change Order request. Section 5.2.3 takes precedence over terms and conditions written or printed on Subcontractor field work order forms.

5.2.4: Allowable overhead and profit on Change Requests shall be limited to a maximum of ten (10)% on Subcontractor self-performed work and five (5)% on sub-subcontracted work. The overhead and profit may be less if so required by the General Contract. Allowable overhead and profit is inclusive of all office and overhead expenses, project management, supervision, safety, small tools, travel costs, insurance, bonds (if required by Subcontract), and, permit fees.

5.2.5: Contractor shall have no liability to Subcontractor for wage increases incurred by Subcontractor during the course of the project.

5.2.6: Any work performed as a backcharge between the Contractor and Subcontractor shall be done at cost with no overhead and profit added.

5.3 Minor Changes in the Work

The Architect may order minor changes in the Subcontract Work that do not involve adjustment of the Subcontract Sum or changes to the Time and which are not inconsistent with the intent of the Subcontract Documents. Such minor changes shall be made by written order to the Contractor or Subcontractor, signed by the Architect, and which will be binding upon the Subcontractor.

5.4 Delays and Extensions

5.4.1: Subcontractor shall not be granted any extension of Time without written approval from Contractor after Subcontractor has made a Claim in accordance with Article 5.5. If the reason for a delay in the Subcontract Work of the Project is beyond the control of Subcontractor, the Time shall be reasonably extended.

5.4.2: If a delay results from Subcontractor's failure to perform or negligence in performing its obligations to review and compare Subcontract Documents or to inspect the Project site, as described in Article 2.3 of this Subcontract, Subcontractor shall not be entitled to any increase in the Subcontract Sum or extension of Time. Subcontractor also shall pay all associated costs, charges, fees, expenses including but not limited to attorney fees, and damages to Contractor to remedy the delay and to enforce this provision of the Subcontract.

5.5 Claims for change in Subcontract Sum or Time

5.5.1: Subcontractor shall make all Claims to Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. Subcontractor must give Contractor Notice of a Claim within seven calendar (7) days of the occurrence giving rise to the Claim, or the Claim is waived. Subcontractor shall continue the progress of the Subcontract Work pending a decision on the Claim.

5.5.2: A Claim which will affect or become part of a claim which Contractor is required to make under the General Contract within a specified time period or in a specified manner shall be made in sufficient time to permit Contractor to satisfy the requirements of the General Contract. Such claims shall be received by Contractor not less than three (3) working days preceding the time by which Contractor's claim must be made. Subcontractor's failure to make such a timely claim shall bind Subcontractor to the same consequences as those to which Contractor is bound.

ARTICLE 6

Dispute Resolution

6.1 Remedies

6.1.1: Should Subcontractor's performance, in whole or part, be delayed, disrupted, accelerated or suspended in the commencement, prosecution or completion of the Subcontract Work ("Delay"), for reasons beyond Subcontractor's control and without its fault or negligence, Subcontractor's sole remedy against Contractor for claims based upon the action or inaction of Contractor, including action or inaction amounting to a breach of the Subcontract, or the action or inaction of any person or entity other than Owner, shall be a reasonable extension of the time for performance in which to complete the Subcontract Work. If such Delay claims are based upon Owner's action or inaction, Subcontractor's sole remedies against Contractor shall be: (a) a reasonable extension of the time for performance in which to complete the Subcontract Work, provided that a similar extension of time has been granted to Contractor by Owner; and (b) to the extent that Owner pays amounts to Contractor as compensation for the Delay, such payment being a condition precedent to Contractor's obligation hereunder, then Subcontractor shall receive reasonable compensation for such Delay, not to exceed the amount actually received by Contractor as compensation for Subcontractor's Delay.

6.1.2: Subcontractor shall only be entitled to the remedies specified in section 6.1.1 if Subcontractor shall have notified Contractor in writing of the cause of Delay no later than seventy-two (72) hours after the occurrence of the event causing the Delay.

6.2 Claims with Owner

6.2.1: Subcontractor shall defend and indemnify Contractor to the fullest extent permitted by law against any Claim by Owner against Contractor based in whole or in part upon the Subcontract Work.

6.2.2: If Subcontractor is unsatisfied with any proposed Change Order or written order, or otherwise has a Claim for which Owner is or may be responsible, Contractor, upon Subcontractor's timely request and at Subcontractor's sole expense, may assist Subcontractor in presenting its Claims to Owner or its consultants, but in doing so, Contractor acts solely as a conduit for such Claim and assumes no responsibility or liability for any portion of that Claim.

6.2.3: Notice of any Claim by Subcontractor which will cause Contractor, pursuant to the General Contract, to either notify or make its own Claim to the Owner within a specified time period or in a specified manner shall be made in writing no later than seventy-two (72) hours after the occurrence of the event giving rise to the Claim. Submittal of the details of any such Claims shall be made in writing and received by Contractor not less than ten (10) days prior to the time by which Contractor's submission must be made. Failure of Subcontractor to satisfy the requirements of this section shall bind Subcontractor to the same consequences as those to which Contractor is bound.

6.2.4: Subcontractor shall prosecute any Claim described in section 6.2 by following all claims procedures, if any, in the General Contract.

6.2.5: Subcontractor shall be bound to Contractor to the same extent that Contractor is bound to the Owner by all decisions made in any proceeding authorized by the General Contract. Subcontractor's compensation on Claims described in paragraph 6.2 shall be limited to the compensation actually paid to Contractor in connection with those claims, and receipt of such payment by Contractor is a condition precedent to Contractor's payment obligations.

6.3 Joinder of Subcontractor

6.3.1: Contractor may, at its sole discretion, join Subcontractor or any of its Sub-subcontractors in any dispute resolution proceeding to which Contractor is or becomes a party and which, in Contractor's sole judgment, relates to or affects Subcontractor's performance of the Subcontract Work, including: (a) any dispute resolution procedure provided in the General Contract for disputes arising between Contractor, Owner, or others, including arbitration and submission to Architect or other Owner consultants; (b) litigation; (c) administrative proceedings; and (d) any other dispute resolution proceeding applicable under the prevailing law. If so joined, Subcontractor shall participate at its own expense, shall be bound by the outcome, and shall dismiss or abate any related mediation, arbitration, or litigation proceedings initiated against Contractor under section 6.4.

6.4 Disputes between Contractor and Subcontractor

6.4.1: With respect to disputes not addressed under section 6.2 or 6.3, Contractor and Subcontractor shall first attempt to resolve any disputes arising from or relating to this Subcontract through good-faith direct discussions of settlement. If good-faith direct discussions do not result in resolution of the matter within fifteen (15) calendar days from the date of first discussion, the Parties shall submit the matter to mediation. Mediation shall be conducted through the current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"), or the Parties may mutually agree to select another set of mediation rules and to select a mediator without the assistance of the AAA. Mediation shall be convened within thirty (30) calendar days of the date of first discussion and shall conclude within forty-five (45) calendar days of the date of first discussion.

6.4.2: Any remaining dispute not resolved by settlement or mediation shall, as Contractor in its sole discretion elects, be decided by litigation or by arbitration according to Construction Industry Arbitration Rules of the AAA currently in effect.

6.4.3: If either party is compelled to litigate or arbitrate a dispute related to this Subcontract or the Project, the most prevailing party shall be entitled to an award for costs and expenses, including reasonable attorney and expert fees. The parties can join all parties necessary to resolve the dispute. Contractor, in its sole discretion, may consolidate arbitration proceedings with other arbitration proceedings.

6.4.4: Subcontractor shall continue the progress of the Subcontract Work throughout the course of any dispute between Contractor and Subcontractor.

6.4.5: Notwithstanding anything to the contrary herein, any claims by Subcontractor to modify the contract sum or contract time must also satisfy the requirements of Article 5 of this Subcontract.

6.5 General Provisions

6.5.1: Subcontractor shall proceed with the Subcontract Work and maintain its progress in all respects during the pendency of any claim, dispute, mediation, arbitration or litigation provided Contractor has made payments that are otherwise payable in accordance with this Subcontract.

6.5.2: Subcontractor agrees that it shall make no claim nor initiate any proceedings arising out of or related to the Subcontract, the performance of the Subcontract Work, or otherwise relating to the Project except as specifically provided herein, and then only after all required notice and claim procedures have been strictly complied with.

6.5.3: All Claims must be in writing or they shall be deemed invalid.

6.5.4: Upon the submission of a Claim by Subcontractor, Subcontractor shall make available to Contractor for inspection all of Subcontractor's files and records including its bid preparation files relevant to the Claim if requested by Contractor.

ARTICLE 7

Termination and Suspension of the Subcontract

7.1 Subcontractor's Default

Contractor may declare Subcontractor in default of this Subcontract if, as determined in the sole discretion of Contractor, Subcontractor refuses or fails to supply enough properly qualified workers or proper materials, fails to promptly pay its suppliers or Sub-subcontractors, violates any laws, ordinances, codes, rules regulations or lawful orders of any public authority, fails to comply with the Subcontract Documents, fails to comply with the Project Schedule or engages or fails to engage in any conduct under which the Owner may declare Contractor in default under the General Contract.

7.2 Termination for Cause

7.2.1: If Subcontractor persistently fails or neglects to carry out the Subcontract Work in accordance with the Subcontract Documents or otherwise defaults as determined in the sole discretion of Contractor, and fails within five (5) calendar days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, Contractor may, by written notice to Subcontractor and without prejudice to any other remedy Contractor may have, terminate the Subcontract and finish the Subcontract Work by whatever method Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontract Work and other damages incurred by Contractor, such excess shall be paid to Subcontractor if the contractor has been paid by the Owner for that portion of the Subcontract Work. Contractor's receipt of payment from the Owner for the Subcontract Work shall be a condition precedent to the right of Subcontractor to payment for the excess. If such expense and damages exceed such unpaid balance, Subcontractor shall pay the difference to Contractor.

7.2.2: In addition to the foregoing, Contractor may terminate the Subcontract for the same reasons and circumstances, and in accordance with the same procedures, as the Owner may terminate the General Contract.

7.3 Termination for Convenience

7.3.1: If the Owner terminates the General Contract for convenience, Contractor shall promptly deliver written notice to Subcontractor. Upon receipt of notice of the Owner's termination of the General Contract, Subcontractor shall cease operations, take any actions necessary or that Contractor directs for the protection and preservation of the Subcontract Work, and, except for Subcontract Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further

Sub-subcontracts or purchase orders.

7.3.2: Regardless of whether the Owner has terminated the General Contract, Contractor may at any time, without notice to the surety or sureties, terminate the Subcontract for the convenience of Contractor without articulating any reason and without any default under the Subcontract Documents.

7.3.3: In the event of termination for convenience and notwithstanding any other provision of the Subcontract to the contrary, provided Subcontractor is not in default, Subcontractor shall receive, as its entire and sole compensation, its actual, necessary and reasonable costs of performing the Subcontract Work to date of termination, as determined by audit of Subcontractor's records, plus a reasonable markup for overhead and profit as determined by Contractor in its sole discretion. In no event shall such amounts paid and payable hereunder exceed the total Subcontract Sum.

7.3.4: Contractor's receipt of payment from the Owner for the Subcontract Work shall be a condition precedent to the right of Subcontractor to payment for the termination.

7.3.5: Subcontractor shall make its records available at reasonable times and places for Contractor's audit.

7.4 Suspension by Contractor for Convenience

7.4.1: Contractor may, without cause, order Subcontractor in writing to suspend, delay or interrupt the Subcontract Work in whole or in part for such period of time as Contractor may determine. In the event of suspension ordered by Contractor, Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum (which shall be based on the actual costs incurred for the suspension).

7.4.2: Contractor's receipt of payment from the Owner for such adjustment shall be a condition precedent to the right of Subcontractor to payment for the suspension.

7.4.3: No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Subcontractor is responsible, or an equitable adjustment is made or denied under another provision of this Subcontract.

7.5 Termination by Subcontractor

7.5.1: Subcontractor may terminate the Subcontract if the Subcontract Work is stopped for ninety (90) consecutive days through no act or fault of Subcontractor, its Sub-subcontractor, agents or employees, directly or indirectly providing supplies, services, or labor for the Subcontract Work, as a result of a court order or lawful order of other public authority with jurisdiction or an act of government.

7.5.2: In the event of termination by Subcontractor for any reason which is not the fault of Subcontractor, its Sub-subcontractor, agents or employees, directly or indirectly providing supplies, services, or labor for the Subcontract Work, Subcontractor shall be entitled to recover from Contractor payment for Subcontract Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit. Subcontractor shall not be entitled to recover unexpended overhead, unearned profit or damages. Contractor's receipt of payment from the Owner for the Subcontract Work shall be a condition precedent to the right of Subcontractor to payment for the termination.

ARTICLE 8

Progress of Subcontract Work and Payment

8.1 Schedule of Values

Subcontractor shall prepare a Schedule of Values prior to or on the effective date of this Subcontract, defined in Article I. Contractor shall promptly provide written notice of its approval or rejection of the Schedule of Values. The Schedule of Values approved by Contractor shall be the basis for reviewing Subcontractor's applications for payment. The level of detail required shall be individual line items in the Schedule of Values that do not exceed the lesser of \$50,000 or 5% of the total Subcontract Sum.

8.2 Subcontractor Application for Payment

8.2.1: Subcontractor shall submit an application for payment to Contractor by the **25th** day of each month. The application shall include an itemization of the Subcontract Work completed and costs incurred since the previous application for payment and according to the Schedule of Values. The application shall include substantiating data as directed by or satisfactory to Contractor. If Subcontractor's application for payment is received seven (7) working days prior to Contractor's application to the Owner for payment, then Contractor shall incorporate Subcontractor's application into Contractor's next application for payment.

8.2.2: The Subcontractor shall be entitled to no payment under this Subcontract unless and until Subcontractor provides to Contractor a signed original of this Subcontract, Certificates of Insurance and additional insured

endorsements as required under this Subcontract and any performance or payment bonds required under this Subcontract.

8.2.3: Contractor may use a website based application and payment process such as or similar to other third-party Construction Payment Management. If Contractor uses such a process in connection with the Project, Subcontractor shall comply with and use the Contractor website based process.

8.3 Progress Payments

8.3.1: Contractor shall pay Subcontractor, subject to Article 8.5, for an approved application of payment within ten (10) days of the Owner paying Contractor for such application.

8.3.2: From each progress payment made prior to Substantial Completion, Contractor may retain Five (5%) percent of the amount otherwise due after deduction of any amount otherwise due. Contractor may in its sole discretion reduce the amount to be retained at any time and may release retainage on any portion of the Subcontract Work that has been completed in whole or in part, and which the Owner has accepted.

8.3.3: Payments received by Subcontractor shall be used to satisfy any debts Subcontractor owes to any person furnishing labor or materials or both for use in the Subcontract Work through the most current period applicable to progress payments received from Contractor before the payments are used for any other purpose. Contractor shall have the right to contact any person furnishing labor or materials or both for use in the Subcontract Work to ascertain whether they are promptly paid by Subcontractor in accordance with this Subcontract, to make payments to any such person who has not been paid by Subcontractor in accordance with Subcontract, and to deduct any such payments from any amount due Subcontractor.

8.3.4: Payment to Subcontractor does not constitute or imply acceptance of any portion of the Subcontract Work.

8.4 Payment Only If Paid

8.4.1: All payments by Contractor to Subcontractor under the Subcontract, including without limitation, progress payments, full payment or partial release of retainage, payment for change orders and final payment, are expressly and unequivocally contingent upon and subject to Contractor having received payment from Owner for the Subcontract Work. Subcontractor expressly acknowledges that it relies solely on the credit-worthiness of Owner, and not that of Contractor, to obtain payment under the Subcontract. It is expressly understood that any reason for nonpayment by Owner, including the bankruptcy or insolvency of Owner, will not excuse this condition precedent to payment from Contractor to Subcontractor. Subcontractor further agrees that Owner's acceptance of the Subcontract Work and Owner's payment to Contractor for the Subcontract Work are express and independent conditions precedent to any obligation of Contractor to make payments to Subcontractor and are not merely expressions of the time or manner of such payments.

8.5 Payments Withheld

In addition to the provisions of Section 8.4.1 above, Subcontractor agrees that it shall not be entitled to payment for an application for payment if Contractor has not received full payment from the Owner. The Owner's approval of the Subcontract Work and Contractor's receipt of full payment from the Owner for the amount identified in Subcontractor's application for payment shall be conditions precedent to the right of Subcontractor to payment. Contractor may reject Subcontractor's payment application in whole or in part or withhold amounts from a previously approved Subcontractor payment application if reasonably necessary to protect Contractor from loss or damage for which Subcontractor may be liable and without incurring an obligation for late payment interest based upon:

1. Subcontractor's persistent failure to perform the Subcontract Work as required by the Subcontract or directed by Contractor;
2. Loss or damage arising out of or relating to this Subcontract and caused by Subcontractor;
3. Subcontractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Subcontract Work;
4. Rejected, nonconforming or defective Subcontract Work which has not been timely corrected;
5. Reasonable evidence of delay in performing the Subcontract Work such that the Subcontract Work will not be completed within the Subcontract Time, and that the unpaid balance of the Subcontract Sum is not sufficient to offset the damages that may be sustained by Contractor as a result of the anticipated delay caused by Subcontractor;
6. Reasonable evidence demonstrating that the unpaid balance of the Subcontract Sum is insufficient to cover the cost to complete the Subcontract Work;
7. Third-party claims involving Subcontractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Subcontractor furnishes Contractor with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established;

8. Subcontractor's failure to provide Certificates of Insurance and additional insured endorsements required under this Subcontract;
9. Subcontractor's indebtedness to Contractor.

8.6 Setoff

8.6.1: Subcontractor agrees to immediately execute and provide to Contractor a lien waiver approved by Contractor for the amount of each payment.

8.6.2 Contractor is entitled to set off such payments from any obligation that the Contractor may owe to the Subcontractor on this Subcontract or any contract or other obligation of Contractor to Subcontractor.

8.7 Substantial Completion

When the Subcontract Work or a designated portion thereof is substantially complete and in accordance with the requirements of the General Contract, Contractor shall, upon Subcontractor's application for payment, make prompt application for payment for the substantially completed portion of the Subcontract Work. Within ten (10) days of the Owner's payment to Contractor of the entire unpaid balance of the Subcontract Sum for the substantially completed Subcontract Work, Contractor shall make payment to Subcontractor of the entire unpaid balance of the Subcontract Sum, deducting any portion of the funds for the Subcontract Work withheld to cover costs of items that Subcontractor has yet to complete or correct. Contractor may retain up to 200% of the value of items that are yet to be completed or corrected until such time as completion or correction is achieved.

8.8 Project Closeout

Subcontractor shall complete or correct all punchlist items within five (5) working days after receipt of a punchlist. Subcontractor shall provide all required closeout submittals which may include, but are not limited to, as-built drawings, operation and maintenance manuals, Owner training, attic stock materials, final lien releases, warranties, and, confirmation of completed punchlist items.

8.9 Final Payment

8.9.1: Contractor shall make final payment, constituting the entire unpaid balance of the Subcontract Sum, to Subcontractor when the Subcontract Work is fully performed in accordance with the requirements of the Subcontract Documents and the Owner has approved the completed Subcontract Work and Contractor has received payment from the Owner.

8.9.2: Upon Contractor's and Owner's acceptance of the Subcontract Work, Subcontractor shall provide evidence of the following: that all debts that Subcontractor incurred in connection with the Subcontract Work have been satisfied, closeout submittals, current certificates for all required insurance including completed operations coverage for the same period of time as required under the General Contract, and releases and lien waivers to the satisfaction of Contractor and Owner. Upon Subcontractor's compliance in providing such evidence, Contractor shall incorporate Subcontractor's application for final payment into Contractor's next application to the Owner for payment. The Owner's full payment to Contractor for the Subcontract Work shall be a condition precedent for final payment to Subcontractor. Subcontractor's acceptance of final payment constitutes a waiver of any and all claims by Subcontractor against Contractor or the Owner.

8.10 Electronic Payment Platform

8.10.1: Contractor may utilize the GCPay platform for invoicing, lien waivers, compliance and electronic payments in connection with the Project. Subcontractor agrees to comply with all requirements associated with GCPay.

ARTICLE 9

Insurance and Bonds

9.1 Subcontractor's Insurance

9.1.1: Prior to the start of the Subcontract Work, Subcontractor shall purchase from and maintain until two (2) years following final acceptance of the Project by Owner or such longer period as the General Contract may prescribe (except as specified below regarding completed operations coverage), all insurance coverage as may be specified in the General Contract or elsewhere in the Subcontract.

9.1.2: Such insurance coverage shall be in amounts not less than so specified, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located.

9.1.3: Subcontractor shall furnish Contractor with Certificates of Insurance and additional insured endorsements as evidence thereof within three days of Subcontractor's execution of this Subcontract and prior to the Subcontractor's

commencing any work or services with regard to the Project. The Certificates of Insurance and endorsements shall provide that cancellation, modification or expiration of said insurance shall not take effect without thirty (30) days' prior written notice to Contractor.

9.1.4: The Subcontractor shall maintain in effect all insurance coverage required under this Article at the Subcontractor's sole expense and with insurance companies that have an A.M. Best rating of A- IX or better.

9.1.5: Subcontractor also shall cause all Sub-subcontractors to procure and certify the purchase of the following insurance, with the same required time periods for maintaining that insurance, prior to commencing Subcontract Work. The Certificates of Insurance shall plainly designate the name of the project for which the Certificate is required.

9.1.6: The necessary minimum coverages shall be as follows:

9.1.6.1: Workmen's Compensation Insurance providing coverage in compliance with the laws of the state in which any part of the Subcontract Work of the Project is to be performed, and Employer's Liability (Coverage B) in the minimum amount of \$1,000,000 each accident, \$1,000,000 Disease - Policy Limit, and \$1,000,000 Disease for Each Employee.

9.1.6.2: Commercial General Liability Insurance written on an occurrence basis with the following minimum limits of liability (see the requirements for maintaining completed operations coverage in section 9.1.9):

	General Aggregate	\$2,000,000	
	Products/Completed Operations Aggregate	\$2,000,000	
	Personal & Advertising Injury	\$1,000,000	
	Each Occurrence	\$1,000,000	
	Fire Damage	\$500,000	
	Medical Expense	\$5,000	
3.	Automobile Liability Insurance:		
	Bodily Injury Combined Single limit of including death and property damage	\$1,000,000	each accident
4.	Excess Umbrella Liability:	\$3,000,000	each occurrence
5.	Contractors Pollution Legal Liability Insurance:	\$1,000,000	
	General Aggregate	\$1,000,000	
6.	Professional Liability Insurance (see the requirements for maintaining coverage in section 9.1.8):		
	Per Claim	\$1,000,000	
	General Aggregate	\$1,000,000	
7.	Manned or unmanned aircraft –		
	Per Claim	\$1,000,000	
	General Aggregate	\$1,000,000	

9.1.7: Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. Any Excess or Umbrella Liability Policy shall follow the form of the applicable underlying policy. The Commercial General Liability and Excess Liability Insurance shall include contractual liability coverage.

9.1.8: If the Subcontract Work includes design services, Subcontractor shall procure professional liability insurance for claims arising out of the negligent performance of professional services under the terms of this Subcontract. Professional liability insurance shall be maintained for a period of eight (8) years after completion of the work. Any retroactive date on such professional liability policy shall be prior to the commencement of any work under this Subcontract.

9.1.9: The Owner and Contractor shall be named as additional insureds for coverage against claims under each policy of insurance carried by Subcontractor, using CG2010 (10/01) and CG2037 (10/01) or their equivalent, which shall

provide for severability of interest, cross liability and/or separation of insureds, and which shall provide that they are primary and non-contributory with respect to any applicable insurance maintained by the additional insureds. Other insurance of additional insureds applicable to the loss shall be excess over Subcontractor's policies, and the amount of Subcontractor's insurance shall not be reduced by the existence of any other insurance. Subcontractor shall maintain completed operations coverage after final completion for a period of not less than eight (8) years. Subcontractor shall provide and furnish Contractor with Certificates of Insurance providing completed operations coverage as specified in this Subcontract and additional insured endorsements within three days of Subcontractor's execution of this Subcontract. The completed operations coverage shall not be cancelled, modified or allowed to expire until the expiration period for correction of Contractor Work or for such other period for maintenance of completed operations coverage as specified in this Subcontract or the General Contract, whichever contract extends completed operations coverage for the longest period of time.

9.1.10: Contractor makes no representations that the required minimum amounts of insurance shall be adequate to protect Subcontractor nor that procuring or carrying of such insurance shall limit Subcontractor's obligation or liability under this Subcontract or as a matter of law.

9.1.11: All insurance shall be procured at Subcontractor's expense.

9.1.12: Subcontractor shall maintain all insurance necessary to fulfill its defense and indemnity obligations.

9.1.13: Subcontractor agrees to waive and shall require all sub-subcontractors to the lowest tier to waive, all subrogation rights against Contractor, Owner, their parents, affiliates and subsidiaries, employees, and agents, and all other persons or entities providing labor or material to the Project as required in the Subcontract. In addition to these waivers by Subcontractor, Subcontractor shall cause its insurance policies for Commercial General Liability, Automobile Liability and Workers' Compensation to provide waivers of subrogation in favor of Contractor, Owner, their parents, affiliates and subsidiaries, employees, and agents, and all other persons or entities providing labor or material to the Project with respect to any loss arising out of or in connection with the Subcontract Work. The waiver of subrogation in the Workers' Compensation insurance policy shall include a waiver of the Subcontractor's right to recover workers' compensation benefits paid and payable. The waivers of subrogation shall be effective as to the contractor and Owner, even though the Owner and Contractor would otherwise have a duty of indemnification, contractual, statutory or otherwise, and even though Owner or Contractor did not pay the insurance premium directly or indirectly.

9.1.14: Failure by Subcontractor to maintain or furnish evidence of all insurance required herein shall permit Contractor, in addition to other remedies provided herein or available at law or equity, to terminate the Subcontract or to obtain the required insurance at Subcontractor's sole expense.

9.2 Bonds

Subcontractor is to furnish bonds: YES__ NO__. If Subcontractor is to furnish bonds, Subcontractor shall furnish the bonds as follows:

Bond Type	Bond Amount	Bond Delivery Date	Bond Form
Payment Bond	100%	Within seven (7) days of receipt of Subcontract	ConsensusDocs 707 – Subcontract Payment Bond
Performance Bond	100%	Within seven (7) days of receipt of Subcontract	ConsensusDocs 706 – Subcontract Performance Bond.

ARTICLE 10

Indemnification

10.1 Indemnity

10.1.1: To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless Contractor and the Owner and their employees and agents (the "Indemnified Parties") from and against any and all loss, cost, expense, attorney's fees (including attorney's fees incurred by Contractor to enforce Subcontractor's indemnity

obligations and Subcontractor's other obligations under the Subcontract), damage, injury, liability, claim, demand, penalty or cause of action, directly or indirectly arising out of, resulting from, related to, or in any way connected with (in whole or in part), (1) the Subcontract Work, (2) payment for the Subcontract Work, (3) the Subcontract, (4) occurring or resulting from the use by Subcontractor, its agents or employers of materials, equipment, or other property whether owned by Contractor, the Owner, Subcontractor or third parties, or (5) the act or omission of Subcontractor or any individual, partnership, joint venture or corporation (a) directly or indirectly employed by Subcontractor or (b) for whose acts or omissions Subcontractor may be liable. The indemnity obligations of Subcontractor shall apply to all matters except those arising solely from the negligence or other wrongful acts or omissions of the Contractor, Owner, or any of their employees or agents.

Subcontractor further agrees to obtain, maintain and pay for such insurance coverage and in the amounts required by Article 9, naming Owner and Contractor as additional insureds as will insure the provisions of this paragraph to the fullest extent available. To the fullest extent permitted by law, such insurance coverage shall include coverage for injury, loss or damage attributable to the liability, negligence or otherwise wrongful act or omission, including breach of a specific contractual duty of Subcontractor and any of Subcontractor's independent contractors, agents, employees or delegates, except for matters arising solely from the negligence or other wrongful acts or omissions of Contractor, Owner, or any of their employees and agents.

Subcontractor shall furnish Contractor with Certificates of Insurance and additional insured endorsements as evidence thereof within three days of Subcontractor's execution of this Subcontract. Subcontractor further agrees to indemnify, defend and save harmless Contractor, its agents and employees from and against all claims arising within the scope and types and limits of insurance Subcontractor has agreed to obtain, maintain and pay for pursuant to this Subcontract to the same extent as said insurance if Subcontractor fails to obtain and keep in force said insurance and to the full extent of the deductible amount of self-insured retention of said insurance.

10.1.2: Such obligation shall survive the completion of the Project and final payment to Subcontractor, as well as termination of the Subcontract for any other reason.

10.1.3: In the event of any Indemnified Claim, or any threat of one, Contractor may retain any and all monies due or that become due to Subcontractor under the Subcontract in an amount sufficient to assure Subcontractor's defense and indemnity obligations. This right of retention is in addition to, and is intended to complement, any others within this Subcontract.

10.2 No Limitation on Liability Based upon Worker's Compensation Liability Limits

In all claims against any person or entity indemnified under this Article 10 by Subcontractor, any employee of Subcontractor, anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, Subcontractor's indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor or anyone directly or indirectly employed by Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 11

Defense of Claims

11.1 To the fullest extent permitted by law, Subcontractor shall defend Contractor and the Owner, their agents and employees, with respect to any claims, lawsuits or arbitration proceedings arising out of, resulting from or in any way connected to Subcontractor's work, including but not limited to claims alleging injury or damage attributable in whole or in part to the liability, negligence or otherwise wrongful act or omission, including breach of a specific contractual duty, of Owner, Contractor or any of their independent contractors, agents, employees, delegates, or subcontractors. Owner and Contractor shall have the right to choose the counsel who will defend them, with the cost of defense to be paid by Subcontractor. In the event Contractor or Owner tender defense of a claim to Subcontractor and Subcontractor fails or refuses to defend the claim, Contractor or Owner may defend the claim and recover the cost of defense, including reasonable attorney's fees and out of pocket costs, from Subcontractor, as well as legal fees and disbursements incurred to enforce the provisions of this paragraph.

ARTICLE 12

Miscellaneous Provisions

12. Consequential Damages

The Parties waive consequential damages to the extent that consequential damages are waived under the General Contract. If there is no provision for waiver of consequential damages in the General Contract, Subcontractor waives all consequential damages against Contractor.

12.2 Responsible Contractor Act

Subcontractor verifies under oath that it is in compliance with the minimum criteria to be a “responsible contractor” set forth at Minn. Stat. Sec. 16C.285, Subd. 3 (2014) (“Responsible Contractor Statute”) and will provide all evidence reasonably requested regarding such compliance. Subcontractor further agrees to require each of its subcontractors to provide written verification of their own compliance with the Responsible Contractor Statute.

12.3 Governing Law

This Subcontract shall be governed by Minnesota law.

12.4 Cross-Reference among Subcontract Documents

Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

12.5 Union Affiliation

Contractor is signatory to union agreements with the North Central States Regional Council of Carpenters and the Minneapolis and St. Paul Laborers. Any work in those trade jurisdictions under this Subcontract shall be performed by an employer that is signatory to the applicable union agreements.

12.6 Coordination

Subcontractor is responsible to coordinate its work, and the work of any Sub-subcontractors, with the work of the Contractor, other subcontractors, the Owner and other contractors. Subcontractor shall coordinate all major deliveries with Contractor at least 48 hours in advance.

12.7 Layout

Contractor will provide an elevation benchmark, and, a north-south and east-west grid reference for the project. Subcontractor, using competent supervision, is responsible for all layout and elevations for completion of its work.

12.8 Cutting, Patching and Protection

Subcontractor’s scope of work shall include all demolition, cutting or core drilling of existing walls, floors, ceilings, structures and roofs, scanning for any penetrations to be made through concrete or structural masonry, fire stopping, and smoke sealants and joint sealants necessary or appropriate to complete the work.

12.9 No Assignment or Change of Control without Written Approval

This Subcontract and all the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective legal successors and permitted assigns. Neither this Subcontract nor any of the interests or obligations of Subcontractor hereunder shall be assigned, including by “Change of Control” as hereafter defined, without the prior written consent of Contractor. “Change of Control” means the acquisition of Subcontractor by a third party or the sale of all or substantially all of its business to which this Subcontract relates. Subcontractor shall provide Contractor with prompt written notice of any proposed assignment. Any permitted assignee shall assure all obligations of Subcontractor under this Subcontract, and no permitted assignment shall relieve Subcontractor of liability for its obligations hereunder. Any attempted assignment in contravention of the foregoing shall be void.

12.10 Electronic Document Procedures

12.10.1: All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format and transmitted via Procore directed by Contractor and/or Architect.

- a. In addition to submittals for review, information, and closeout, this procedure applies to requests for information (RFIs), process documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor’s correction punchlist, and any other document any participant wishes to make part of the project record.
- b. Subcontractors, suppliers, and Architect’s consultants are to be permitted to use the service at no extra charge.
- c. Contractors need an email address, Internet access, and PDF review software that includes ability to mark-up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com).

- d. Paper document submittals will not be reviewed.
- e. All other specified submittal and document transmission procedures apply, actual samples or color selection charts shall be submitted to RJM for submission to the Architect in addition to a PDF copy.

12.11 Wage Theft Compliance.

Wage is defined broadly to include all earned monies, benefits and fringe benefits, paid time off, allowances, and per diem by an employee. "Wage Theft" is illegal, generally defined as the failure to pay an employee all wages including misclassifying an employee. Liability for wage theft may extend to upstream contractors of any tier. To help ensure compliance with the wage theft laws and prevent potential surprise liabilities, the Parties agree the following provision are reasonable.

- a. *Wage reports* Upon request Subcontractor will provide to Contractor payroll records every 14 days that contain sufficient information to apprise Contractor that Subcontractor and its subcontractors have paid wages to every worker or to a third party on the worker's behalf. At a minimum, this information must include wage statements. This provision is in addition to certified payroll if required.
- b. *Audit* Upon a good faith belief that wage theft has occurred on a Project and it is related to subcontractor or its providers (including subcontractors of any tier), or if Contractor is responding to or defending a third party allegation, then Contractor may investigate or audit Subcontractor. Subcontractor will cooperate with the investigation or audit at its expense by, among other things, (1) providing Contractor with information, records, and interviews that may include business ownership and incorporation, banking, workers' compensation and unemployment insurance., payments to workers and its Providers, due diligence of Providers, and commitment to protect workers' rights; (2) attesting in writing that it reasonably monitors its Providers of all tiers for compliance and has a good faith basis to believe wage theft has occurred by Subcontractor or its subcontractors of any tier. If Subcontractor refuses to cooperate, or if Contractor concludes in good faith that (1) Subcontractor or its Providers, directly or indirectly, has engaged in Wage Theft, (2) the violation has not been remediated fully, and (3) Subcontractor knew or should have known of the violation, then Contractor may terminate without opportunity to cure some or all relationships with Subcontractor for Subcontractor's material breach and/or refer the matter to government authorities. Information provided by Subcontractor to Contractor is not privileged. Subcontractor should report to Contractor any good faith suspicion of violation by any other provider of labor on the jobsite and agrees to cooperate in an investigation or audit of another of Contractor's subcontractor.
- c. *Avoidance of Liability.* In the event that a claim is made against Contractor for the failure by Subcontractor or its Providers to pay wages, then, upon notice by Contractor to Subcontractor's contact above or last known contact, (a) Subcontractor will defend Contractor from the allegations, and (b) Contractor may withhold Payment under this contract (§ 6) or any other contract to cover all damages including liquidated damages, fees, costs, and penalties, plus any unpaid cost of defense relating to unpaid wages owed by Subcontractor or its Providers (collectively Damages). If Contractor has satisfied any claim for unpaid wages, then Contractor may pursue Subcontractor to pay all Damages in district court plus Contractor's reasonable attorney's fees incurred in the reimbursement suit. If Subcontractor does not defend Contractor from claim(s) for unpaid wages, then Subcontractor agrees that it knowingly and willingly waives any defense, right, or objection to Contractor's suit for reimbursement, and will pay Contractor all Damages that Contractor incurred because of the claim that Subcontractor or its Provider(s) failed to pay wages, plus Contractor's reasonable attorney's fees and costs incurred in the reimbursement suit. Subcontractor will require its subcontractors to agree to these terms and to join any suit defending or reimbursing unpaid wages.

These terms and remedies for Wage Theft supersede any inconsistent provision regarding dispute resolution or breach by Subcontractor, and are subject to any apportionment for relative fault under Indemnification and Defense recognizing that Subcontractor is responsible and liable for its subcontractors of any tier.

12.12 Compliance with Minnesota Laws.

Subcontractor has executed Exhibit F hereto regarding compliance with Minnesota laws and agrees to abide by its requirements

12.13 Written Modification.

The provisions of the Subcontract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by the Contractor. No person is authorized on behalf of the Contractor to orally change, amend, waive, or otherwise modify the terms of the Subcontract Documents or any of the Subcontractor's

duties or obligations under or arising out of the Subcontract Documents. Any change, waiver, approval, or consent granted to the Subcontractor shall be limited to the specific matters stated in writing signed by the Contractor, and shall not relieve the Subcontractor of any other duties and obligations under the Contract Documents. No “constructive” changes shall be allowed

SUBCONTRACTOR:

[SUBCONTRACTOR Name]

CONTRACTOR:

RJM CONSTRUCTION, LLC

By: _____

By: _____

Its: _____
(Printed Name and Title)

Its: _____
(Printed Name and Title)

(Date)

(Date)

This Subcontract Agreement is in Reference Project:

Project Name

Project Address

RJM Project Number: Project # Click or tap here to enter text.



EXHIBIT B

ARTICLE 9

Insurance and Bonds

9.1 Subcontractor's Insurance

9.1.1 Prior to the start of the Subcontract Work, Subcontractor shall purchase from and maintain until two (2) years following final acceptance of the Project by Owner or such longer period as the General Contract may prescribe (accept as specified below regarding completed operations coverage), all insurance coverage as may be specified in the General Contract or elsewhere in the Subcontract.

9.1.2 Such insurance coverage shall be in amounts not less than so specified, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located.

9.1.3 Subcontractor shall furnish Contractor with Certificates of Insurance and additional insured endorsements as evidence thereof within three days of Subcontractor's execution of this Subcontract and prior to the Subcontractor's commencing any work or services with regard to the Project. The Certificates of Insurance and endorsements shall provide that cancellation, modification or expiration of said insurance shall not take effect without thirty (30) days' prior written notice to Contractor.

9.1.4 The Subcontractor shall maintain in effect all insurance coverage required under this Article at the Subcontractor's sole expense and with insurance companies that have an A.M. Best rating of A- VII or better.

9.1.5 Subcontractor also shall cause all Sub-subcontractors to procure and certify the purchase of the following insurance, with the same required time periods for maintaining that insurance, prior to commencing Subcontract Work. The Certificates of Insurance shall plainly designate the name of the project for which the Certificate is required.

9.1.6 The necessary minimum coverages shall be as follows:

9.1.6.1 Workmen's Compensation Insurance providing coverage in compliance with the laws of the state in which any part of the Subcontract Work of the Project is to be performed, and Employer's Liability (Coverage B) in the minimum amount of \$1,000,000 each accident, \$1,000,000 Disease - Policy Limit, and \$1,000,000 Disease for Each Employee.

9.1.6.2 Commercial General Liability Insurance written on an occurrence basis with the following minimum limits of liability (see the requirements for maintaining completed operations coverage in section 9.1.9):

General Aggregate	\$2,000,000
Products/Completed	
Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$500,000
Medical Expense	\$5,000
3. Automobile Liability Insurance: Bodily Injury Combined	\$1,000,000 each occurrence
Single limit of including death and property damage	
4. Excess Umbrella Liability:	\$3,000,000 each occurrence
5. Contractors Pollution Legal Liability Insurance:	
Per Claim	\$1,000,000
General Aggregate	\$1,000,000
6. Professional Liability Insurance (see the requirements for keeping	
completed operations coverage in section 9.1.9):	
Per Claim	\$1,000,000
General Aggregate	\$1,000,000

7.	Manned or unmanned aircraft	
	Per Claim	\$1,000,000
	General Aggregate	\$1,000,000

9.1.7 Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy. Any Excess or Umbrella Liability Policy shall follow the form of the applicable underlying policy. The Commercial General Liability and Excess Liability Insurance shall include contractual liability coverage.

9.1.8 If the Subcontract Work includes design services, Subcontractor shall procure professional liability insurance for claims arising out of the negligent performance of professional services under the terms of this Subcontract. Professional liability insurance shall be maintained for a period of eight (8) years after completion of the work. Any retroactive date on such professional liability policy shall be prior to the commencement of any work under this Subcontract.

9.1.9 The Owner and Contractor shall be named as additional insureds for coverage against claims under each policy of insurance carried by Subcontractor, using CG2010 (10/01) and CG2037 (10/01) or their equivalent, which shall provide for severability of interest, cross liability and/or separation of insureds, and which shall provide that they are primary and non-contributory with respect to any applicable insurance maintained by the additional insureds. Other insurance of additional insureds applicable to the loss shall be excess over Subcontractor's policies, and the amount of Subcontractor's insurance shall not be reduced by the existence of any other insurance. Subcontractor shall maintain completed operations coverage after final completion for a period of not less than eight (8) years. Subcontractor shall provide and furnish Contractor with Certificates of Insurance providing completed operations coverage as specified in this Subcontract and additional insured endorsements within three days of Subcontractor's execution of this Subcontract. The completed operations coverage shall not be cancelled, modified or allowed to expire until the expiration period for correction of Contractor Work or for such other period for maintenance of completed operations coverage as specified in this Subcontract or the General Contract, whichever contract extends completed operations coverage for the longest period of time.

9.1.10 Contractor makes no representations that the required minimum amounts of insurance shall be adequate to protect Subcontractor nor that procuring or carrying of such insurance shall limit Subcontractor's obligation or liability under this Subcontract or as a matter of law.

9.1.11 All insurance shall be procured at Subcontractor's expense.

9.1.12 Subcontractor shall maintain all insurance necessary to fulfill its defense and indemnity obligations.

9.1.13 Subcontractor agrees to waive and shall require all sub-subcontractors to the lowest tier to waive, all subrogation rights against Contractor, Owner, their parents, affiliates and subsidiaries, employees, and agents, and all other persons or entities providing labor or material to the Project as required in the Subcontract. In addition to these waivers by Subcontractor, Subcontractor shall cause its insurance policies for Commercial General Liability, Automobile Liability and Workers' Compensation to provide waivers of subrogation in favor of Contractor, Owner, their parents, affiliates and subsidiaries, employees, and agents, and all other persons or entities providing labor or material to the Project with respect to any loss arising out of or in connection with the Subcontract Work. The waiver of subrogation in the Workers' Compensation insurance policy shall include a waiver of the Subcontractor's right to recover workers' compensation benefits paid and payable. The waivers of subrogation shall be effective as to the contractor and Owner, even though the Owner and Contractor would otherwise have a duty of indemnification, contractual, statutory or otherwise, and even though Owner or Contractor did not pay the insurance premium directly or indirectly.

9.1.14 Contractor utilizes a third-party to track and verify Subcontractor's insurance coverage so that Subcontractor does not have to spend time requesting, collecting or delivering a Certificate of Insurance (COI) to Contractor. Upon Contractor's receipt of this executed Agreement and approval as a Subcontractor, Subcontractor will receive and email notification from vendor_compliance@rjmconstruction.com and will request proof of insurance directly from Subcontractor's insurance agent(s) on file or per contract contact. Subcontractor must follow the link provided on the email to upload the required Certificate of insurance, In addition to other terms and conditions herein, Subcontractor shall not commence work and no payments shall be made to Subcontractor, unless Subcontractor's compliant Certificate of Insurance has been received.

9.1.15 Failure by Subcontractor to maintain or furnish evidence of all insurance required herein shall permit Contractor, in addition to other remedies provided herein or available at law or equity, to terminate the Subcontract or to obtain the required insurance at Subcontractor's sole expense.

The following entities are required to be named as additional insureds for this project:

EXHIBIT C

Equal Employment Opportunity Policy

The Equal Employment Opportunity (EEO) Policy must be signed by the highest-ranking official of the company (CEO, President, or Chairperson of the Board). Please include it in the Compliance Plan and post at all worksites.

Business Name	RJM Construction, LLC	Date	9/1/2025
EEO Official, Name	Cindy Luoma	EEO Official, Title	Director of Human Resources
EEO Official Phone Number	952-495-5245	EEO Official Email Address	cindy.luoma@rjmconstruction.com

This is to affirm our policy of providing equal employment opportunities to all employees and applicants for employment in accordance with all applicable laws and regulations.

Our company will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, gender identity, disability, age, marital status, familial status, membership or activity in a local human rights commission, or status regarding public assistance. We will ensure that all our employment practices are free of discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities whenever possible.

We will evaluate the performance of employees based, in part, on their compliance with this policy and other related anti-discrimination and anti-harassment policies. Managers and supervisors have additional obligations under these policies and will be assessed accordingly.

I have appointed the above-named EEO Official to:

- Assess our compliance with this policy and related anti-discrimination and anti-harassment policies.
- Monitor all activities and assess the effectiveness of our Compliance Plan as required by law.
- Maintain reporting and record systems to measure the effectiveness of our Compliance Plan.

Our Compliance Plan is available for all employees and job applicants upon request. Please contact the EEO Official for further information.

Any employee or job applicant who believes they have been treated in a way that violates this policy should contact either the EEO Official or any other management representative, including me. We will take immediate action to investigate and address allegations of discrimination or harassment confidentially and promptly.



Signature of CEO/President or Board Chairperson

President

Executive Title

Ted Beckman

First and last name (please print)

9/1/2025

Date



Exhibit D - RJM's General Project Requirements

RJM's GENERAL PROJECT REQUIREMENTS (*updated Jan. 2026*)

1. BIDDING REQUIREMENTS

1.1 Bid Proposals

- a) Delivery - Written or electronic (email) proposals for this scope of work will be received at the Main Office of RJM Construction located at 830 Boone Ave. N, Golden Valley, MN. Bids shall be submitted in writing. Telephone or verbal quotations will not be accepted. Late or incomplete quotations will not be accepted.
- b) Deviations - Bids shall state the bid is per the bid documents. Any proposed deviation must be clearly identified as such. If deviations are not identified clearly the bid documents shall prevail.
- c) Questions during the Bid Period - All questions during the bid period requiring a technical answer shall be presented in writing and emailed to RJM. No direct communication with the architect, engineer or other consultants shall take place without the presence of an RJM representative unless this requirement is specifically waived. Should this take place and result in any cost impact, the cost will be borne by the potential subcontractor.
- d) Form and Duration of Proposal - Proposal shall be valid and binding upon the Bidder and irrevocable for ninety (90) days. Proposals shall be signed by a person so authorized, and their title or position shall be clearly indicated.
- e) Acceptance of Bids - RJM reserves the right to waive any informality in any bid. RJM reserves the right to reject any or all bids. Initial acceptance of this bid may be made verbally and, if confirmed in writing within (5) five business days, shall be effective as of the date of the verbal acceptance.
- f) Acknowledgment of Addenda/Amendments - Bidders shall acknowledge the Request for Bid Proposal and all Addenda or Amendments. It is the Bidder's responsibility to ascertain the existence of any Addenda and/or Amendments prior to submitting a bid. Addenda are revisions to the plans and specifications generated by the Architect/Engineer. Amendments are modifications to the Instructions to Bidders generated by RJM.
- g) Exclusions - In the event the Bidder chooses to exclude an item of work as a part of their work as described in the Specifications, the Request for Bid Proposal, or any other of the Bid Documents, the Bidder agrees to accept RJM's evaluation of the cost of the missing item for the purpose of comparing bids.
- h) Sales Taxes - All proposals shall include all applicable sales taxes, unless the Project Requirements stipulate Tax-Exempt Material Only Status.
- i) Bonding - As defined within the Project Specific requirements.
- j) ICRA - As defined within the Project Specific requirements.
- k) OCIP - As defined within the Project Specific requirements
- l) Union Affiliation - RJM is only signatory to the Carpenter's, Laborer's, and Operator's unions. Any trade affiliated with any of these three unions must provide pricing based on union

installations. Non-union installations for any scopes not affiliated with these three unions will be entertained. All subcontractor's must be fully aware that both union and non- union subcontracts can and will be contracted to perform work at the same time and shall extend full professional courtesy to all parties at all times.

- m) Liquidated Damages - As defined within the Project Specific requirements.
- n) Subcontract Terms - A sample copy of RJM's Standard Subcontract Agreement has been included with the Bid Documents. It is understood that all Bid Proposals fully acknowledge receipt and inclusion of all terms stated within RJM's Standard Subcontract Agreement even if not directly referenced within the Bid Proposal.
- o) Insurance Requirements - A sample copy of RJM's Standard Insurance Requirements has been included with the Bid Documents. Subcontractors shall qualify their proposals if any of these limits cannot be met or will require additional fees above their base bid.
- p) Equal Employment Opportunity (EEO) Policy - A sample copy of RJM's Equal Employment Opportunity has been included with the Bid Documents. It is understood that all Bid Proposals fully acknowledge adherence to this Policy even if not directly referenced within the Bid Proposal.

1.2 Responsibilities Upon Award

- a) Subcontract - The successful bidder shall enter into an RJM standard subcontract agreement. A sample copy of this Subcontract has been included with the Bid Documents.
- b) General Insurance Requirements - Within one week of contract award, Subcontractor shall submit Certificates of Insurance (in accordance with the subcontract terms) for all independent entities associated with the subcontract that will have personnel or equipment on the project site. Work will not be allowed to begin without proper insurance; therefore, the associated crews will be sent home if this is not taken care of prior to commencing work. Certificates of insurance shall provide evidence of coverage and additionally insured entities as defined by the individual project requirements.
- c) Subcontractor's Schedule - Within two (2) weeks of contract award subcontractor is required to provide a detailed schedule **that is in conformance with** the overall RJM project schedule. Subcontractor's schedule will show:
 - (i) length of time to complete all design work and obtain necessary permits
 - (ii) length of time to procure all materials
 - (iii) length of time required to fabricate assemblies
 - (iv) earliest possible installation date
 - (v) time allotted for submittal approval
 - (vi) overall minimum time frame needed for a complete installation
- d) Project Confidentiality - The subcontractor agrees to maintain in confidence and not to use or disclose to any third party, without the express written consent of the Owner, any information regarding Owner's facilities. Subcontractor agrees to take all necessary and reasonable precautions to prevent the disclosure of such confidential information to any unauthorized persons and Subcontractor shall advise its employees, subcontractors/suppliers/vendors and agents of the confidentiality of such information and shall instruct them to take all necessary and reasonable precautions to prevent its unauthorized disclosure.

- e) Schedule of Values - Within one (1) week from the issuance of the Notice of Award, the successful Subcontractor must submit their written Schedule of Values for which their monthly invoicing will be based upon. Schedule of Values must include separate line items for each scope of work provided under the Subcontract Agreement and shall be further subject to RJM's approval.

1.3 Electronic / Digital Models

- a) RJM will provide a complete set of contract drawings, and one complete set of any subsequent owner requested change drawings to the subcontractor in **electronic PDF format only**. Any additional hard copy sets must be purchased by the subcontractor.
- b) The subcontractor **CANNOT** assume, nor state within their bid proposal that CAD Files will be made available for their use. While these files may be requested, it will be up to the sole discretion of the architect or engineering firm's policy for CAD file distribution. RJM makes no claim that CAD files will be readily available, nor will they accept any additional cost implications should CAD files not be made available to the subcontractor.
- c) Subcontractor understands and acknowledges that any Electronic Design file or Digital model file ("Digital Models") provided by RJM Construction are provided as a convenience to the subcontractor and are not Contract Documents.
- d) Subcontractor understands and acknowledges that there are risks inherent with any use of the Digital Models and that the use of the Digital Model files may not result in the detection of all potential conflicts between elements during actual construction of a project that may cause damage or loss to the subcontractor.
- e) Subcontractor acknowledges that the Digital Model files are a work in progress for the above-described Project. The signed and sealed original plans, specifications and other documents constitute the Contract Documents for the Project from the Architect & Engineers. The Digital Model Files are not Contract Documents. General Contractor cannot verify that the Digital Model Files accurately or completely reflect field conditions. The Subcontractor and each other user must satisfy themselves as to the level of accuracy and completeness of the Digital Model Files for their needs. In addition, the Subcontractor understands that the changes made during design, bidding, negotiations and construction may not be incorporated in the Digital Model Files.
- f) Sub acknowledges that the transfer of Digital Model Files shall not constitute the sale of goods; and Owner, Architect, RJM Construction LLC and its consultants make NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSES, INCLUDING "SPEARIN" TYPE WARRANTIES, IN CONNECTION WITH THE SERVICE OF PROVIDING DIGITAL MODEL FILES, OR THAT THE DIGITAL MODEL FILES WILL BE USEABLE OR ACCURATE, WHICH WARRANTIES AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED.
- g) By accepting Digital Models, the Subcontractor agrees not to sue; will hold harmless RJM Construction, LLC Owner, Architect and its consultants from any costs (including reasonable attorneys' fees), from claims or causes of action be it tort, breach of contract or otherwise that result from the use of the Digital Models; and waives all claims for consequential and/or liquidated damages against RJM Construction, LLC , Owner and Architect, and its consultants arising out of the use of the Digital Model Files.
- h) Subcontractor may not copy, transmit or distribute Digital Model files without written consent and any recipient of the Digital Models agree to abide by the terms listed above.

2. **JOBSITE REQUIREMENTS**

2.1 Project Temporary Utility Service Provisions

- i. Power - 110 and 220-volt temporary power will be provided for Subcontractors use at the Project Site. Distribution of power from those locations is the responsibility of each subcontractor. Power for steel and miscellaneous iron welding will not be provided.
- ii. Potable Water - Potable supply of drinking water will be provided at an onsite source for use by subcontractors. Each subcontractor is responsible to provide drinking water containers, cups, and distribution of same for their employees. RJM will not supply ice for subcontractor's drinking water.
- iii. Toilets - Toilets will be provided in accordance with OSHA requirements.

2.2 Communications / Meetings

- i. Project Communications - All subcontractor communication on the project shall be routed through the RJM project manager. Where applicable and at RJM's discretion, RJM project manager may direct subcontractor to send and/or submit communications directly with other project team members to expedite progress while copying RJM project manager on the correspondence.
- ii. Subcontractor Meetings – See also sections 2.3 and 2.4 below regarding safety and quality assurance meetings.
 - (i) **Pre-Construction Schedule Meeting** – Subcontractors & Prime Contractors (as applicable) are required to attend a preconstruction sequence and schedule meeting (“Pull-Planning Meeting”). Contractors may be required to attend additional coordination meetings as to meet the project needs). Subcontractor shall have their project manager/estimator and the project onsite foreman attend to submit information on;
 - (1) List of work activities/tasks, Subcontractor crew size(s), Work activity/task time duration
 - (2) Preliminary staging and work plan.
 - (3) Identified coordination items needed for installation with RJM and other project subcontractor(s) work.
 - (4) Constraint items with dates required to meet published schedule.
 - (ii) **Preinstallation Meetings** - Subcontractor is required to meet with RJM's jobsite superintendent and project manager a minimum of three (3) weeks prior to scheduled start of subcontractor's work in field. Subcontractor shall have their onsite foreman attend the meeting to review the following items:
 - (1) All required Safety information & site-specific safety plans.
 - (2) Quality Assurance & Quality Control Plans.
 - (3) All submittals, shop drawings, and field use drawings.
 - (4) Manufacturer representatives (if requested by RJM).
 - (5) Testing requirements and plan (if requested by RJM).
 - (6) Finalized work plan, crew size, and staging plan.
 - (7) Outstanding constraint items with dates required to meet schedule.

- (iii) **Weekly Jobsite Foreman Meeting(s)** - Onsite Foreman attendance is required for subcontractors two (2) weeks before mobilizing onsite and those currently working onsite. Subcontractor project managers may attend or requested to attend by RJM. The onsite weekly meetings will be held at RJM's Field Office. Meetings will discuss safety, project weekly work plan schedule, document updates, and outstanding constraints and issues.
- (iv) **Project Meeting Attendance** - Each subcontractor's superintendent/foreman will be required to attend weekly foreman coordination meetings held at RJM's field office. Each subcontractor's project manager will also be required to attend weekly Subcontractor Coordination Meetings. These meetings will be held as often as required to arrange for satisfactory coordination of all building trades so as not to impede the job's progress. Subcontractors failing to abide by these provisions will be held responsible for any delays and/or expenses incurred due to coordination difficulties with their work. In addition, repeated failure to attend weekly meetings may result in fines being levied after notice, in an amount not to exceed \$1,000 for each meeting missed.

2.3 Safety

- a) Safety Manual / AWAIR Program - Every subcontractor will be required to deliver an electronic copy of their company's Safety Manual to RJM prior to conducting any work onsite.
 - i. SDS Documentation - Every Subcontractor will be required to deliver electronic or printed copies of Safety Data Sheets (SDS) for all products used onsite prior to conducting work.
 - ii. Site Specific Safety Plans (SSSP) - Every Subcontractor will be required to plan and perform their work to recognize and avoid potential hazards of the specific work site, along with all policies, controls and work practices selected to minimize those hazards. The SSSP must address provisions for fall protection in any situation above 6-foot, demolition, excavations and trenching, confined space work, material handling, equipment operation and inspection, hazard communication, silica exposure, lockout tagout, PPE, emergency response and rescue, training, and implementation of the plan as is related to their scope of work. SSSPs must identify the Subcontractor's onsite Competent Person responsible for implementing and managing the plan.
 - iii. Weekly Toolbox Talks - Every subcontractor will be required to turn over sign-in sheets for their weekly toolbox talks. Sign-in sheets should be given to RJM's onsite superintendent on a weekly basis.
 - iv. Current Laws - The subcontractor shall conform to and abide by all applicable federal, state, county and municipal building, sanitary, health and safety statutes, laws, rules, regulations and ordinances (collectively the "Construction Laws"). To the best knowledge and belief of the Subcontractor, the contract documents now contain no provision that is contrary to the Construction Laws.
- b) Subcontractor is required to perform its work in a safe and reasonable manner. Subcontractor shall, at its own cost and expense, protect its own employees, employees of RJM, and all other persons from risk or death, injury or bodily harm arising out of or in any way connected with the work to be performed hereunder. Subcontractor shall strictly comply with all safety laws, orders, rules, regulations, requirements, standards or statutes of all federal, state, and local government agencies affecting or relating to this agreement or its performance, including but not limited to, the federal and state OSHA Regulations, the handling and storage of hazardous materials, accident prevention, safety equipment and practices including the accident prevention and safety program, policies and rules of RJM. Subcontractor shall conduct inspections to determine that safe working conditions exist and shall establish its own safety program implementing the appropriate safety measures, policies and standards.

- c) Subcontractor shall indemnify, defend and hold RJM harmless from liability, loss, cost, damage, or expense including attorneys' fees, which RJM may suffer or incur as a result of any cause of action, proceeding, citation or work stoppage arising out of or in any way connected with the alleged violation by subcontractor of any such safety order, rule, regulation, or requirement, whether such violation is ultimately proved or not. If subcontractor or its personnel do not comply with all safety requirements applicable to the project, subcontractor shall promptly stop any part of its work that the contractor deems unsafe until corrective measures satisfactory to RJM shall have been taken. RJM's failure to stop the subcontractor's unsafe practices shall not relieve the subcontractor or the responsibility, therefore.
- d) Subcontractors and their tiered subcontractors shall observe and enforce safety requirements and any employee who fails to follow those requirements shall be subject to the following disciplinary actions:

Non-Serious – Safety infractions of a less serious nature will be handled as follows:

First Offense	Verbal Warning(documented in safety assessment)
Second Offense	Written Warning. Removal from the project for the rest of the day.
Third Offense	Written Warning. Removal from the job for the rest of the day and the following.
Fourth Offense/Serious	Written Warning. Removal of employee from RJM jobs for one year.

Serious – One which could result in serious injury or loss of life or serious loss of property, may be subject to three-day suspension or immediate removal from the site.

Fall Protection – Any employee who is found exposed to a fall of 6-feet or greater in an area that requires fall protection or otherwise is not following a fall protection plan is subject to immediate removal from the site.

Supervisor Accountability – If two or more employees working for the same supervisor are found in serious infraction as described above, that subcontractor supervisor is also subject to disciplinary action up to and including immediate removal from the site.

- e) Documentation - Notice of safety hazards (written) shall be given to the employee, and a copy sent to the company Project Manager/Safety Director.
- f) Weekly safety inspections - Subcontractor is required to conduct a documented weekly safety inspection of their work. Copies of these inspections are to be delivered to the onsite RJM Superintendent
- g) Weekly safety inspections - Subcontractor is required to conduct a documented weekly safety inspection of their work. Copies of these inspections are to be delivered to the onsite RJM Superintendent.
- h) Jobsite Conduct - RJM will not tolerate any jobsite behavior, whether it is physical, verbal, or suggestive in nature that would be deemed in any light to create an intimidating, hostile, or offensive work environment. Any Subcontractor, or Subcontractor's employee, supplier, or sub-tier vendor who may witness to such behavior should report any such instance to RJM's onsite superintendent. If continued or repeated behavior continues after a claim has been made and addressed to all parties involved, RJM may, if deemed necessary, require the immediate

dismissal and/or replacement of the party creating the unfavorable worksite atmosphere. Any subsequent costs associated with the dismissal, and/or additional costs to make up for the lost hours will be borne entirely by the Subcontractor.

- i) Visitor Conduct - Complete courtesy and respect will be given to any site visitors at all times. Rude behavior, and/or excessive language towards or around these people will be grounds for immediate removal of the responsible individual.
- j) Jobsite Orientation – All employees are required to complete the RJM Site Safety Orientation before beginning their work on the project. Employees are required to follow the safety requirements of RJM Construction, site specific requirements generated by facility owners, and their own company’s programs and policies, whichever may be the most stringent.
- k) Jobsite Supervision - No Subcontractor shall be allowed on site, or perform work on site, without a representative from RJM being present.
- l) Daily Check-In - Any employee and/or representative of a company subcontracting with, or providing materials to, RJM must check in with RJM’s onsite personnel on a daily basis. This includes all subcontractors’ sub-tier contractors.
- m) Fall Protection – A fall protection plan is required for all elevated work at heights. Employees exposed to a fall of 6-feet or more must be protected by Personal Fall Arrest Systems, Fall Restraint Systems, complete guardrail, or compliant netting, flagging or warning line systems – regardless of exceptions made by OSHA. The use of “Safety Monitors” is not allowed on RJM projects. The use of “6-foot (shock absorbing) lanyards” is not allowed on RJM projects. There is a presumption that it is feasible and will not create a greater hazard to implement at least one of the above-listed fall protection systems through training, pre-planning, and the sequencing of work to avoid creating situations where fall protection becomes infeasible. This expectation applies to all rooftop work, structural steel activities, demolition, leading edges, scaffold erection and dismantling, crane and equipment assembly and disassembly.
- n) Energized Work and Lock-Out Tag-Out – Subcontractors are required to plan and perform their work in a safe, de-energized state to prevent the accidental discharge of potentially hazardous energy. This includes “make safe” work before demolition, exploratory tracing, testing, new installations, tie-ins, start-ups, commissioning, and repair or maintenance. Work on systems involving electrical, mechanical, hydraulic, pneumatic, chemical, thermal or gravitational energy sources must include adequate isolation with appropriate lock out tag out procedures and devices. A Method of Procedure must be produced, submitted and approved before any energized work begins - including troubleshooting, testing, or verification.
- o) Flagman / Pedestrian Safety Provisions - For all deliveries, and/or material movement, the Subcontractor is responsible for providing their own certified flagman and / or safety provisions according to OSHA and MNDOT Standards
- p) Jobsite Deliveries / Staging - Forty-eight (48) hour notice will be required for all deliveries to the jobsite. Notice must be coordinated through the onsite RJM superintendent. Any deliveries not coordinated in accordance with these guidelines will be sent away, at no additional charge to RJM. RJM also reserves the right to request relocation of any and all Subcontractor owned items (at the expense of the subcontractor) as deemed necessary by RJM’s onsite superintendent as construction progresses.
- q) Material Delivery - Subcontractors receiving materials must have a receiving staff on-site at the scheduled delivery times. RJM will not be responsible for receiving subcontractor’s material deliveries.
- r) Parking - Subcontractors will be responsible for procuring any parking accommodations for their workers.

- s) Storage - Subcontractor is hereby notified that facilities for storage or stockpiling of equipment and materials may not be available either at the jobsite or within the building proper. It is the responsibility for the subcontractor to make whatever arrangements may be necessary for storage offsite to ensure proper supply of materials to the job to meet progress requirements. All jobsite storage locations must have the prior approval of RJM. Upon request by RJM, the Subcontractor will relocate, at its own expense, its on-site material and equipment as required to facilitate progress of the work.
- t) Smoking - Smoking, chewing tobacco, electronic cigarettes and/or vaping will not be allowed on the project or anywhere on the premises.
- u) Eating / Drinking - Eating or drinking onsite must take place within designated and confined locations as defined by RJM's onsite Superintendent. Breaks and lunch period shall be taken in these designated areas and the subcontractors shall be responsible for the daily clean up all associated debris and waste. This shall include all aluminum, glass, or plastic beverage bottles as well casual eating such as, "sunflower seeds" that may cause a nuisance and have potential for bacterial growth if not immediately cleaned up.
- v) Radios / Headphones - Private radios, headphones, earbuds, private cell phone use, etc. are not allowed on the project site. RJM reserves the right to remove any personnel who are found in violation of this rule. Any costs resulting from lost time or labor will be borne on the subcontractor(s) found in violation of this rule.
- w) Supervision - The subcontractor will maintain a superintendent/foreman on the jobsite who is experienced and competent during all phases of the work.
- x) Crane Pick Plans - At least ten (10) business days before a crane is mobilized to a job site the Subcontractor responsible for the crane pick must submit a pick plan to RJM which includes the following information:
- Information on the crane, crane configuration, operator, rigger, and competent persons, including all applicable training, certifications, inspections and evaluations
 - Information on the load, the capacity of the crane's configuration, and rigging
 - Crane company COI (if equipment does not belong to the subcontractor)
 - JHA involving ground and overhead conditions, proximity to powerlines, fall prevention, and other material handling considerations
- y) Personal Protective Equipment – Each subcontractor will provide their employees, subcontractors and visitors with the appropriate Personal Protective Equipment (PPE) required by the project and the tasks performed by their employees while on the project. This includes any employees involved in deliveries and field verification activities. RJM is not responsible for providing PPE to subcontractor employees or visitors. The minimum PPE requirements on RJM projects include 100% compliance with head protection, eye and face protection, high visibility garments (when mobile equipment is present), and appropriate footwear for the jobsite. All PPE must be ANSI approved and rated for the hazard – head protection must be Type 2 helmets, eye/face protection must be ANSI Z87 including side shields and prescription lenses, and a minimum of ANSI Class 2 high visibility garments. Footwear must be appropriate for the work activity including hard soled and closed toe – athletic shoes, sneakers, sandals, dress shoes are not appropriate for a construction site. Clothing must include full-length pants (no shorts, skirts, or dresses) and a shirt with a minimum of a 4-inch sleeve (not sleeveless shirts or tank tops).
- z) Safety Helmets - Each Subcontractor will provide to their employees Type 2 Helmets that meet the requirements of ANSI/ISEA Z89.1-2014 (R2019) - providing protection against impacts to the top, side, and back of the head, along with retention to prevent displacement from the head.

Helmet labels must display an ANSI/ISEA Z89.1-2014 designation indicating a Type 2 variety with Class C (vented), or Class G or E if exposed to respective electrical hazards. Type 2 Helmets must be worn and maintained as described by ANSI and the manufacturer.

- aa) Safety Consultation Programs - All Subcontractors are required to attend and participate in safety consultation efforts related to the project including MNOSHA's MNSHARP Consultation Program, AGC-CHASE Project Partnerships, and RJM Site Safety Walks. Companies actively involved with work on the project will participate through the attendance of a crew supervisor, company safety representative, or project manager who have the ability to correct safety concerns in a timely manner.

2.4 Quality Assurance Program Requirements

The Quality Assurance Program Requirements set forth in this Exhibit D are designed to further the goals of performing the Work correctly the first time, planning and coordinating the Work, eliminating errors, eliminating rework, maintaining efficient trade flow, and avoiding unnecessary delays. Accordingly, the Quality Assurance Program Requirements necessarily require close coordination with RJM.

- a) Subcontractor shall designate a quality representative (the "Quality Representative") with responsibility to manage on behalf of Subcontractor all aspects of the quality process described in this Exhibit D.
- b) Subcontractor shall participate in a preconstruction meeting with RJM at a time scheduled by RJM. The Quality Representative, among other Subcontractor personnel, shall attend the preconstruction meeting, as one of the purposes of the meeting will be to review the quality requirements for the Work under the Contract Documents.
- c) A Definable Feature of the Work (sometimes referred to as a DFW) is defined as a task which is separate and distinct from other tasks and has the same control requirements and work crews. For purposes of this Subcontract the Definable Features of the Work are identified in the scope exhibit attached as Exhibit A to the Subcontract, or as subsequently identified by RJM.
- d) Subcontractor shall, within thirty (30) calendar days after execution of the Subcontract (unless required earlier by the construction schedule), submit to RJM a site-specific Quality Management Plan covering all of the Work, including Work to be performed by subcontractors and suppliers at any tier to Subcontractor. The plan shall include the following:
 - i. An organizational chart of Subcontractor personnel assigned to the Project with roles and responsibilities, including the identity of the Quality Representative.
 - ii. Identification of individuals responsible for performance of inspection of various aspects of the Work.
 - iii. The name, qualifications, duties and responsibilities of each person assigned to a quality control function.
 - iv. A description of subcontractor's procedure for ensuring that the most current drawing updates, specification updates, requests for information, changes to the Contract Documents, and requirements of approved shop drawings will be processed, tracked and communicated to both office and field team members and will be incorporated into the as-built documents.
 - v. A log to identify and track all testing required by the Contract Documents and applicable codes.
 - vi. A complete list of closeout deliverables required under the Contract Documents, including operation and maintenance manuals, owner training(s), warranties, guarantees, and extra stock materials.

- vii. Checklists for all inspections required by the Quality Management Plan.

If RJM provides comments on the Quality Management Plan, Subcontractor shall address RJM's comments and resubmit the Quality Management Plan to RJM.

- e) If scheduled by RJM, Subcontractor shall participate in one or more Pull-Planning Meetings with RJM and other subcontractors for the purpose of determining appropriate trade flow and further development of schedule details.
- f) In collaboration with RJM, Subcontractor shall develop an integrated work plan for each Definable Feature of the Work describing how the Work (including Work performed by its subcontractors and suppliers at any tier to Subcontractor) will be installed. The integrated work plan shall outline requirements for the following:
 - 1) Safety
 - 2) Quality
 - 3) Site utilization and access
 - 4) Schedule and work sequences (including where the work will start and what direction the work will proceed)
 - 5) Manpower and other resources
 - 6) Utilities needed for performance of the Work
 - 7) Equipment needed for performance of the Work
 - 8) Establishing conformity of materials with the Contract Documents and approved shop drawings
 - 9) Material handling
 - 10) Industry standards, references and best practices
 - 11) Installation processes.
- g) For each Definable Feature of the Work, Subcontractor shall participate in a preinstallation coordination meeting (the "Preinstall Meeting") to be scheduled by RJM prior to commencement of the applicable Work. The Quality Representative and the foreman or superintendent directly responsible for the installation of the applicable Work shall participate in the Preinstall Meeting. The purpose of the Preinstall Meeting will be to review the following in order to determine whether the installation is ready to proceed:
 - 1) requirements of the drawings and specifications;
 - 2) verification that all submittals have been submitted and approved;
 - 3) required inspections and testing;
 - 4) the Integrated Work Plan;
 - 5) status of completion of predecessor activities;
 - 6) Delivery status of required materials and availability of required labor; and
 - 7) other matters related to the installation of the Work.
- h) The Integrated Work Plan (IWP") for each Definable Feature of the Work shall be submitted to RJM at least one week prior to the Preinstall Meeting. If RJM provides comments on the IWP, Subcontractor shall address RJM's comments and resubmit the IWP to RJM. Subcontractor shall train its installation crews on the content of the IWP and perform the Work in accordance with the IWP. If any modifications to the IWP are required as a result of changed or unforeseen conditions, a revised IWP shall be submitted to and reviewed with RJM prior to commencement of the Work affected by the changed or unforeseen conditions, unless otherwise directed by RJM in writing.

- i) The Integrated Work Plan (IWP”) for each Definable Feature of the Work shall be submitted to RJM at least one week prior to the Preinstall Meeting. If RJM provides comments on the IWP, Subcontractor shall address RJM's comments and resubmit the IWP to RJM. Subcontractor shall train its installation crews on the content of the IWP and perform the Work in accordance with the IWP. If any modifications to the IWP are required as a result of changed or unforeseen conditions, a revised IWP shall be submitted to and reviewed with RJM prior to commencement of the Work affected by the changed or unforeseen conditions, unless otherwise directed by RJM in writing.
- j) Subcontractor shall schedule the preparation and submission of all submittals related to each Definable Feature of the Work to allow approval of such submittals prior to the Preinstall Meeting.
- k) If during the Preinstall Meeting it is determined that Subcontractor is not ready to proceed with the installation of the DFW, Subcontractor shall participate in additional Preparatory Meetings until it is determined that Subcontractor is adequately prepared to commence with the applicable Work.
- l) Subcontractor shall participate in and/or perform the following quality inspections of the Work (which may be at the Project site or at another location), at a minimum:
- m) An inspection of each mock-up that may be required by the Subcontract or Contract Documents.
- n) For each Definable Feature of the Work, an initial inspection (the "Initial Inspection") shall be conducted jointly by RJM and Subcontractor upon the completion of the installation of the first portion of the Work. The purpose of the Initial Inspection is to verify that the installation process is consistent with the requirements of the integrated work plan and that the Work conforms to the Contract Documents. If the installation process is not consistent with the integrated work plan, Subcontractor shall modify its installation process to conform to the integrated work plan or appropriately modify its integrated work plan. If the Work does not conform to the requirements of the Contract Documents, Subcontractor shall correct the Work immediately and in all cases before performing any additional Work.
- o) If any modifications are required to be made to the to the IWP as a result of the Initial Inspection, Subcontractor shall submit the modified plan to RJM for RJM’s review and comment prior to continuing with the installation.
- p) Follow up inspections, to be performed by Subcontractor for each Definable Feature of Work as follows:
 - i. An inspection upon receipt of each delivery of equipment or materials that will be incorporated into the Work to ensure that the equipment or materials conform to the requirements of the Contract Documents.
 - ii. On-going inspections shall be performed periodically as the Work progresses, at least in definable areas determined by RJM (for example, by room, area, elevation, or other) or at a frequency determined by RJM.
 - iii. Cover-up inspections, before any in-wall work is covered up and made inaccessible by the successor trades. Cover-up Inspections shall be conducted and all work identified as deficient shall be corrected before the Work is made inaccessible.
 - iv. A pre-final inspection, when Subcontractor believes that all Work is complete.
 - v. A final inspection, after all non-conforming work previously identified has been corrected and Subcontractor believes the Work is complete, in order to verify that the Work is complete and acceptable.

- vi. For each inspection described above, Subcontractor shall use checklists and other quality control documents that may be required in the integrated work plan or the Contract Documents or that are jointly developed by Subcontractor and RJM.
- q) Supervision - The subcontractor will maintain a superintendent/foreman on the jobsite who is experienced and competent during all phases of the work. It is the Subcontractor's responsibility to ensure that the superintendent has an adequate and up-to-date set of plans and any other information required to perform the work.
- r) Subcontractor shall maintain at the Project site and make available to RJM upon request any industry references, standards, best practices, or installation guidelines that are referenced by the Contract Documents or that directly pertain to the installation or acceptance of the Work.
- s) Subcontractor shall maintain current as-built drawings (and building information models if such models are used by Subcontractor) as the Work progresses, and shall, at any time upon request, make them available for review by RJM or submit them to RJM.
- t) Contiguous Work - Subcontractor will be responsible to review contiguous work and coordinate its work accordingly. This may include out of sequence installation or comeback operations when necessary.
- u) Daily Reports - At the discretion of the RJM Site Superintendent, the Subcontractor will furnish to RJM on a daily basis, a Daily Work Report, which will include, the total number of workers employed on the job, description of the work performed, and a breakdown of workers by craft. Daily work reports are required to be turned into RJM by the end of each work shift for that same day's work.
- v) Pre-installation Inspection of Materials – Subcontractor is responsible for inspecting all materials prior to installation to determine that they meet specifications or other contractual requirements prior to installation. If included in the Subcontractor's scope of work, Subcontractor shall arrange and pay for inspection of long lead items by a third party prior to shipment from the manufacturer to the job site. A copy of such inspection report shall be provided to Contractor before shipment of the materials. In addition, Contractor reserves the right, but is also under no obligations, to conduct its own inspection of any materials prior or after delivery of such materials for the sole benefit of Owner and Contractor. None of the inspections noted above shall affect or modify Subcontractor's obligation to supply materials which comply with the Contract documents or any liability associated therewith.
- w) Inspections of Completed Work - Each subcontractor is responsible for scheduling and attending all required inspections related to their work. Subcontractors shall provide access for inspection of the work to RJM and the inspectors. The subcontractor shall notify RJM of all scheduled inspections.
- x) Cleanup - Subcontractor will be required to cleanup all Subcontractor generated debris from site on a daily basis. Concrete debris must be removed by the subcontractor on a daily basis. All other Subcontractor generated debris shall be sorted and placed within the recycling and debris bins provided by RJM at locations designated by RJM. Subcontractor must also remove any combustible debris on a daily basis. Should the Subcontractor fail to perform their cleanup responsibilities, RJM may give Subcontractor advanced notice of an intention to back charge for this work, however commensurate with the urgency, nature, and scope of the back charge , such advance notice shall not be a prerequisite for making such back charges against the Subcontractor.
- y) Nothing in this Exhibit D shall be deemed to diminish in any way Subcontractor's responsibility for its means and methods, the quality and safety of the Work, performance of the Work as required by the construction schedule, or Subcontractor's compliance in all respects with the Contract Documents. Subcontractor retains sole responsibility for all such matters.

3. BILLING REQUIREMENTS

3.1 Allowances

- a) Contract Allowance Work - If an allowance for a time and material scope of work is included within a contract, then it is assumed that all field supervision, office supervision and other overhead type costs are already included within the base bid amount. RJM will only approve field related direct costs for completing the work related to the allowance. These costs may include: journeyman labor, materials, subcontract costs and equipment costs.

3.2 Overtime / Additional Work

- a) Overtime Work: Subcontractors are to include any and all overtime required to complete their scope of work in accordance with the schedule set forth by RJM during the Bid Period. Any overtime work, above and beyond a forty (40) hour work week, required of the subcontractor to complete their work in accordance with RJM's Construction Schedule shall be specifically quantified (broken out by number of weekday overtime hours required and number of weekend overtime hours required) by the subcontractor in their bid proposal to RJM. Any overtime work required of the subcontractor to complete their scope of work in accordance with the schedule set forth by RJM during the Bid Period, beyond what was quantified in the subcontractor's bid proposal, shall be the subcontractor's cost responsibility. Furthermore, all costs associated with RJM's onsite supervision of such overtime work shall be the responsibility of the subcontractor.
- b) Extra Work - Quoted Scope: Requests for extra work will only be considered by RJM if the subcontractor submits a quotation to RJM in writing within three (3) calendar days of receipt of revised plans, addenda, or other change instruction. NOTE: Extra work shall not be performed by the subcontractor unless the full scope of work is approved in writing by RJM's project management team, prior to the start of the extra work. The onsite RJM superintendent cannot authorize extra work. Allowable overhead and profit on Change Requests shall be limited to a maximum of ten (10%) on Subcontractor self-performed work and five (5%) on sub-subcontract work. Unit costs for labor, material, equipment, etc. will be used to determine the direct cost of extra work and shall be in accordance with the mutually agreed upon unit costs which will be included in the subcontract documents.
- c) Extra Work - Field Directed: When schedule constraints dictate otherwise, RJM's office may direct field work in advance of receiving a formal quotation. For these instances, any field work requested by RJM shall be performed by the subcontractor on a time and material basis. All labor, equipment, materials, etc. used shall be verified by RJM's field superintendent in writing on an RJM Work Order on a daily basis. NOTE: Work performed without this written verification and without RJM's field superintendent's signature will not be approved by RJM. Unit costs for labor, material, equipment, etc. will be used to determine the direct cost of field work and shall be in accordance with the mutually agreed upon unit costs which will be included in the subcontract documents. Requests for change order(s) for all field work performed on a T&M basis must be submitted to RJM within three (3) calendar days following completion of the field work performed or they will not be approved by RJM

3.3 Invoicing

- a) Subcontractor Accounting: Subcontractors must submit monthly invoices broken out by the agreed upon schedule of values.
- b) Billing: Billing must be received at the RJM office by the 25th of each month if the subcontractor wishes to be paid on time. Billing for labor and equipment will only be allowed for work done between the time of the last invoice and the 25th of the current month.
- c) Payment for Materials - Billing for materials will be allowed once the material has been delivered to the site (note that it does not necessarily have to be installed) or special

arrangements for stored materials may be made. Such invoicing shall be accompanied by a properly completed "Subcontractor/Storage Affidavit" along with photographic evidence of the material being claimed for storage. Additional Certificates of Insurance, naming RJM Construction as the Policy Holder, for an amount greater than or equal to the valuation of the Stored Materials will also be required.

- d) Lien Releases: Proper lien releases will be required prior to release of progress and final payments. RJM will require a conditional lien release from each subcontractor and unconditional lien releases from any lower tier vendors who have filed prelien notices. RJM reserves the right to issue joint checks payable to both the subcontractor and lower tier vendor. This policy applies to final payment as well.
- e) Retention: A retention of five percent (5%) of the total contract amount will be held until all of the contracted work is completed to the satisfaction of RJM, and all warranties, guarantees, and closeout documentation has been received by RJM.
- f) Pay Application Submission Criteria: RJM will require that all Applications for Payment and all supporting documents from Subcontractors and their sub-tier subcontractors and suppliers, be in electronic format and submitted on the RJM Pay Application and Continuation Sheets.
- g) Special Application for Payment Criteria / GCPay: Depending on the Project-specific set-up, submissions may be handled via standard AIA-type Application and Certificate for Payment Forms or through the GCPay payment management system. Should RJM mandate the use of GC Pay, Subcontractor shall be responsible for the fees and costs associated with the subcontractor's use of this system.
- h) Certificates of Insurance: Subcontractors are required submit certificate of insurance to RJM's third-party vendor as directed by email notification from Vendor_compliance@rjmconstruction.com.

4 WARRANTY/CLOSEOUT REQUIREMENTS

4.1 Warranties

- a) Warranties - All guarantees and warranties of materials used or incorporated into the work shall be assigned and delivered to RJM for transmittal to the Owner. The warranties in the contract documents or assigned to Owner (See exemption below):
 - 1. shall not be deemed exclusive of any other warranty or guaranty, whether expressed or implied.
 - 2. shall survive the completion of the work and/or termination of the contract.
 - 3. and shall inure to the benefit of the Owner's successors and assigns.
- b) Tax-Exemption Clause for Materials Only - In situations where the Project stipulates Tax- Exempt material purchases, the Subcontractor is still responsible for the documentation and transfer of the material warranties from the manufacturer/supplier to the Owner.
- c) Punchlist - Subcontractor shall complete or correct all punchlist items within five (5) working days after receipt of a punchlist.
- d) Closeout Documentation - All closeout documentation shall be submitted to the RJM Office within two (2) weeks of completion of the Subcontract Scope of Work in the format and quantities specified for the given Project.
- e) Retention Withholdings - RJM shall withhold all retention payments until receipt of an approved and complete closeout package is received by RJM's office staff.

EXHIBIT G

INVOICING REQUIREMENTS

GCPay will be utilized for this project and will be required for all submissions of payment applications, change orders, compliance materials, and lien waivers.

GCPay is an online construction payment management product that allows general contractors and subcontractors to quickly and easily collaborate on and automate the application for payment (AFP), lien waiver, compliance, and payment process.

Subcontractors shall use GCPay to submit all payment applications, change orders, compliance materials, and lien waivers.

GCPay is cloud-based, so can be used at any time by visiting gcpay.com from any device – computer, tablet or smart phone.

While the GCPay system is simple to use, GCPay will provide online training session(s) for you and your employees.

If you are not already registered within the GC Pay database system, immediately after Subcontract Award, Subcontractors can use the following steps to have your business set up in the system:

1. Visit gcpay.com and click GET STARTED at the top of the home page. If you have questions during the registration process, call the GCPay customer support team on 877-447-2584
2. Follow the prompts to register your company and create a login

If you are already using GCPay for other projects or GC's, you do not need to register again. We will give access to your projects, and you will see these projects the next time you log in to GCPay.

Support is available to you Monday–Friday, 6:00 AM to 10:00 PM CST. Contact the GCPay support team at open hours by phone on 877- 447-2584 or by email on support@gcpay.com.

GCPay is being implemented on this project at no cost to the Subcontractor. However, should the Subcontractor wish to select payment by ACH, a 0.15% fee will be charged (\$25 minimum per payment, \$2,500 cap per contract).