

SUPPLEMENTAL SUBCONTRACT AGREEMENT – WAR CONSTRUCTION, INC. 2010 EDITION

This agreement modifies ConsensusDOCS No. 750: Standard Form of Agreement Between Contractor and Subcontractor as described below:

ARTICLES:

1. **AGREEMENT:** No Change
2. **SCOPE OF WORK:** No Change
3. **SUBCONTRACTOR'S RESPONSIBILITIES:** See Below
4. **CONTRACTOR'S RESPONSIBILITIES:** See Below
5. **PROGRESS SCHEDULE:** No Change
6. **SUBCONTRACT AMOUNT:** No Change
7. **CHANGES IN THE SUBCONTRACT WORK:** See Below
8. **PAYMENT:** See Below
9. **INDEMNITY, INSURANCE and WAIVER OF SUBROGATION:** See Below
10. **CONTRACTOR'S RIGHT TO PERFORM SUBCONTRACTOR'S RESPONSIBILITIES AND TERMINATION OF AGREEMENT:** No Change
11. **DISPUTE RESOLUTION:** See Attached
12. **MISCELLANEOUS PROVISIONS:** No Change
13. **EXISTING SUBCONTRACT DOCUMENTS:** No Change

REVISIONS:

3.7 SUBMITTALS: Add sentence at line 8: "The Subcontractor shall notify the Contractor in writing if he seeks a deviation from the contract documents prior to submitting data. The Contractor shall have the unilateral decision to reject deviations, if the time required to review and approve will delay timely completion of the project."

3.9 TEMPORARY SERVICES: Replace Article with: "The Contractor will provide the Subcontractor portable toilets and an onsite community container for non-hazardous debris. No other temporary services are provided unless expressly described in Article 13."

4.3 CONTRACTOR APPLICATION FOR PAYMENT: Add sentence: "The data supplied will be limited to Subcontractors portion of the application for payment."

4.5 STORAGE AREAS: Delete second sentence.

7.2 CONSTRUCTION CHANGE DIRECTIVES: Interim payments for disputed change orders shall be limited to cost of the work.

7.6 ADJUSTMENTS: Unless otherwise agreed, maximum combined overhead and profit shall be limited to 15% of the cost of the work.

8.2.7.7 THIRD PARTY CLAIMS: Upon evidence of past due payments by Subcontractor for materials, labor, equipment, supplies related to this project, Contractor may unilaterally issue joint payable checks to a third party and require the third party to secure the signature of the Subcontractor.

9.2.2 MINIMUM LIMITS OF LIABILITY – The Subcontractor will maintain such insurance as is necessary to protect the Subcontractor, Architect/Engineer, the Owner, the Construction Manager and its agents, from claims under any workers' compensation laws or statutes and any other claims for injury, death, or property damage, including such insurance as is necessary to cover Subcontractor's obligations to defend and indemnify the Owner, the Construction Manager and their agents, consultants and their employees under the Indemnity Agreement contained in this contract. Minimum limits of coverage to be as follows:

- *Workmen's Compensation (Statutory Limits)
- *\$1,000,000 Combined Single Limit for Automobile Liability
- *Commercial General Liability limits of insurance:
 - \$1 million Each Occurrence (Bodily Injury and Property Damage)
 - \$2 million General Aggregate that applies on a per project basis
 - \$2 million Products/Completed Operations Aggregate
 - \$1 million Per Person or Organization (Personal and Advertising Injury)
- *Name the Owner and the Construction manager as additional insured on a primary basis. Actual copy of endorsement must be attached to the certificate of insurance.
- *Additional insured coverage shall include both works in process (i.e., ongoing operations) and completed work (i.e., completed operations) "per the CG2010 11/85 or a combination of the CG2010 10/01 and CG2037 10/01".
- *A requirement that the additional insured coverage be maintained for 2 years.
- *Waiver of Subrogation.
- *\$2,000,000 Combined Single Limit for Commercial Umbrella Liability

Certificates of Insurance: The Subcontractor will submit to the Contractor and the Owner, certificates of insurance showing proof that the insurance requirements are in force before the work is started and certifying that these policies will not be cancelled or subject to a reduction of coverage by the Insurer in less than 30 days after the person or firm to whom this certificate is addressed has received written notice.

9.2.4 NUMBER OF POLICIES: Replace entire section with: "All coverage requirements should be through the Subcontractor's primary GL policy limits, which should be primary over Contractors policy."

11.5.3 BINDING DISPUTE RESOLUTION: Delete litigation option.