



2351 Scott Boulevard SE  
Iowa City, IA 52240  
(319) 351-2040  
(319) 351-7163 Fax  
www.knutsonconstruction.com

Knutson Agreement Number:  
Project Location: IA  
Knutson Vendor Number **60**  
Contract Execution Due Date:

Dear,

Welcome aboard, it is a pleasure to have you as a part of our project team!

Our policy states no one is allowed on the jobsite without an executed contract. Once all requirements are met, you will receive a fully executed contract.

- Your insurance is currently not compliant. Please email copies of this letter, contract, and attached sample insurance certificate to your broker and have them email a copy of your insurance certificate direct to [Knutson@ebix.com](mailto:Knutson@ebix.com). If any questions or concerns with meeting these requirements arise, please have your broker contact Ebix at (951) 652-6252.
- Your insurance is currently compliant; no further action is required at this time.
- Since you are a material only supplier delivering exclusively through a third party carrier to our jobsite, compliance for your insurance requirements is not required for this contract.
- Completion of W9 Form Required – see attached document following cover letter.

Knutson Construction Services Midwest, Inc. (KC) offers to enter into the attached agreement for the referenced project.

**Please note that this offer is contingent on accepting the terms of the attached agreement without modification. You may accept this offer (a) by electronically signing this agreement or (b) by commencing performance of the work described therein, in either case at which point Knutson will consider both parties to be bound.**

Should you have any questions, please call me (319) 351-2040. We look forward to a successful project with you.

Thank you,

Minneapolis, MN | Rochester, MN | Cedar Rapids, IA | Iowa City, IA | Altoona, WI

AN EQUAL OPPORTUNITY EMPLOYER/CONTRACTOR

## STANDARD SUBCONTRACT AGREEMENT LABOR AND MATERIALS

**THIS SUBCONTRACT**, dated this "Contract Date" by and between **Knutson Construction Services Midwest, Inc., 2351 Scott Blvd SE, Iowa City, Iowa 52240**, hereinafter called the Contractor and , , , hereinafter called the Subcontractor.

WHEREAS, the Contractor has heretofore entered into a contract dated the Owner Contract Date "Contract Date" with, , , hereinafter called the Owner, to perform certain labor and furnish certain material, at, hereinafter called the Project, pursuant to plans, drawings and specifications prepared by , which contract consisting of the contract, the plans, drawings and specifications, the general conditions, the special conditions, the bond, if any, any addenda or amendments Nos. the invitation to bidders, and the instruction to bidders, are hereinafter collectively referred to as the General Contract; and WHEREAS, the Contractor has made available to the Subcontractor all of the above documents, and the Subcontractor shall be responsible for obtaining copies pertinent to its work; and WHEREAS, the above have been carefully examined by the Subcontractor; NOW THEREFORE

### THE SUBCONTRACTOR AGREES AS FOLLOWS:

1. To furnish all labor, material, skill and equipment necessary or required and to perform all the work necessary for the scope of work described in Exhibit A to this Subcontract.

2. To pay for all materials, skills, labor and equipment used in or in connection with the performance of this Subcontract, when and as bills or claims therefore become due, and to save and protect the Project, the Owner, and the Contractor from all claims and mechanics' liens on account thereof, and to furnish satisfactory evidence to the Contractor when and if requested, that it has complied with the above requirements. This provision shall not be construed as a waiver of the right of the Subcontractor to file and enforce a lien claim against the Owner in the event of the Contractor's failure to pay the Subcontractor.

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

3.2 Commencing performance of the work of this Subcontract constitutes Subcontractor's acceptance of the unaltered terms of this Standard Subcontract Agreement and shall constitute "execution" of this Subcontract regardless of whether either party has signed this Subcontract and regardless of whether Subcontractor has communicated any objection to any terms of this Subcontract agreement.

3.3. When required by Contractor, Subcontractor will provide data and participate in conferences for development of a construction schedule which meets Project requirements. In addition, Subcontractor shall assist Contractor in updating and amending the project schedule as required to maintain proper work progress.

3.4. Subcontractor agrees to increase forces extra hours per day, extra shifts per day, or extra days per week as required not only to maintain the proposed and revised construction schedule, but also to comply with segmented scheduling for specific areas within the project schedule, all without claim for delay or extra cost by Subcontractor.

4. To proceed with the work in any orderly and reasonable sequence directed by the Contractor. To abide by the Contractor's decision as to the allotment of all storage and working space on the Project. On- site parking, if allowed, must be approved by Contractor.

5.1. That no extension of time of performance of this Subcontract shall be recognized by the Contractor without the written consent of the Contractor. If however, Subcontractor is delayed in the performance or completion of the Subcontract work for reasons beyond its control, then with timely notice the time of the performance or completion of said work shall be extended accordingly, provided the cause of the delay is of a type set forth in the General Contract which justifies an extension of time for completion of the General Contract.

5.2. Subcontractor agrees that no labor dispute of any kind involving Subcontractor, or his employees or agents shall be permitted to occur or be manifested on the project and the Subcontractor agrees to that end to only employ persons on the job who will work at all times in harmony with other persons employed on the project whether those persons are members of a particular labor union or not.

5.3. Subcontractor agrees that its employees shall not participate in or accede to any work stoppage, slowdown or any type of interference with the performance of work by other persons on the project which may occur as a result of any labor dispute involving its employees. Should there be a work stoppage, slowdown or any type of interference with the performance of work on the project involving Subcontractor employees resulting from a labor dispute and which in the judgment of the Contractor will cause, or threatens to cause delay in the progress of construction, then upon twenty-four (24) hours written notice the Contractor shall have the right to declare the Subcontractor in default under this Subcontract Agreement and take such steps necessary to finish the uncompleted portion of the work. In such event the Contractor shall have the right to take possession of and use of all of the Subcontractor's materials (exclusive of tools) intended for use on the work. The cost of completion including all expenses, attorney's fees and costs incurred in resolving the labor dispute shall be charged against the Subcontractor's remaining interest in the contract price. In addition, should a work stoppage, slowdown or any type of interference with the progress of construction result in an increase to the Contractor's costs, the Subcontractor shall be liable to the Contractor for this increased cost. If the Subcontractor's remaining interest in the contract price exceeds the cost of completion, the Subcontractor agrees to pay the Contractor such excess within thirty (30) days after written demand for such excess has been made upon him by the Contractor. Provisions similar to the provisions of this paragraph shall be included in any of Subcontractor's subcontracts relating to this project.

6. To save harmless the Contractor and all other subcontractors from any and all losses or damages occasioned by the failure of the Subcontractor to carry out the provisions of this Subcontract. Loss or damage shall include, without limiting the generality of the foregoing, legal fees and disbursements paid or incurred by the Contractor as part of the loss or damage or to enforce the provisions of this paragraph.

7.1 Prior to commencing any work, the SUBCONTRACTOR/VENDOR shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, which may arise out of operations by the SUBCONTRACTOR/VENDOR or by any sub- subcontractor (sub-vendor) or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, the minimum coverage and limits of liability specified in the paragraph below, or if greater, any coverage or limits of liability specified in the contract documents for subcontractors or required by law.

The SUBCONTRACTOR/VENDOR shall procure the following minimum insurance coverage and limits of liability:

<b>Coverage Type</b>	<b>Liability Limits</b>
<u>Workers' Compensation</u>	<u>Statutory Limits</u>
Employer's Liability, including "Stop Gap" coverage and USL&H, if applicable	\$500,000 each accident \$500,000 disease-policy limit \$500,000 disease-each employee
Commercial General Liability	\$1,000,000 each occurrence* \$1,000,000 products/completed operations* \$1,000,000 general aggregate (per project)*
Commercial Automobile Liability	\$2,000,000 any one accident or loss
Umbrella/Excess Liability	\$4,000,000 each occurrence* \$4,000,000 products/completed operations* \$4,000,000 general aggregate (per project)*
Contractor's Pollution Liability, including coverage for Mold	\$1,000,000 each claim or occurrence \$1,000,000 annual aggregate

(If made applicable to this Subcontract\*)

Professional Liability	\$1,000,000 each claim
(If made applicable to this Subcontract†)	\$1,000,000 annual aggregate

Builders' Risk	Completed Value of Project
(If made applicable to this Subcontract‡)	

**\*Note: Any combination of General Liability and Excess/Umbrella equal to or greater than \$5M is considered compliant.**

\* Subcontractor is required to procure Contractor's Pollution Liability insurance, including coverage for mold.

**IS NOT**

† Subcontractor is required to procure Professional Liability insurance.

**IS NOT**

If Subcontractor obtains broader types of coverage or higher limits than specified above, then those coverages or limits shall apply to any claim.

Commercial General Liability insurance required under this paragraph shall be on ISO Form CG 00 01 or its equivalent and include coverage for Products/Completed Operations which shall be maintained for two (2) years after completion of the work or such longer period as the contract documents may require and shall specifically cover as "insured contracts" the SUBCONTRACTOR'S/VENDOR'S indemnity obligations under this Article and other contractual indemnities assumed by the SUBCONTRACTOR/VENDOR under the contract documents. Commercial Automobile Liability insurance required under this paragraph shall also include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's work, shall be maintained for a period of two (2) 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/Purchase Agreement. The Contractors Pollution Liability policy, if required, shall include coverage for mold contamination. All policies shall be maintained for as long as they remain commercially available to Subcontractor.

Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella liability policy. The SUBCONTRACTOR/VENDOR shall endorse its Commercial General Liability and Umbrella/Excess Liability policies to add the CONTRACTOR (including all subsidiaries and affiliates) and the OWNER in the contract documents as "additional insureds" with respect to liability arising out of operations performed or completed for the CONTRACTOR or the OWNER by the SUBCONTRACTOR/VENDOR under this agreement. Such insurance afforded to the CONTRACTOR and the OWNER as "additional insureds" under the SUBCONTRACTOR'S/VENDOR'S policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by the CONTRACTOR or the OWNER or other "additional insureds".

The "additional insured" endorsement to SUBCONTRACTOR'S/VENDORS' Commercial General Liability Policy shall be documented on certificate as follows:

- (a) The Certificate Holder (Knutson Construction Services Midwest, Inc.) and Owner specifications are added as Additional Insured to the above referenced General Liability policy (including coverage for completed operations) and the Excess Liability policy. Such insurance provided to Additional Insured shall be primary insurance and not contributing or excess and covers all projects performed on behalf of Knutson Construction Services Midwest, Inc. under a written contract.

**Or**, if this specific language cannot be provided, then

(b) Endorsements on ISO Forms CG 2037 0704 and CG 2010 0704 or their equivalents shall be required.

The SUBCONTRACTOR/VENDOR shall maintain in effect all insurance coverage required under this Article, or by the other contract documents, at the SUBCONTRACTOR'S/VENDOR'S sole expense and with insurance companies acceptable to the CONTRACTOR with a minimum A.M. Best Rating A- or better. If the SUBCONTRACTOR/VENDOR fails to procure and maintain the insurance coverage set forth in this Article, CONTRACTOR may, but shall not be obligated to, obtain such insurance and back charge all costs for such insurance to the SUBCONTRACTOR/VENDOR.

No insurance coverage shall be limited by a requirement that injury or damage occurs before the contract or subcontract is signed. All insurance policies shall contain a provision that coverage afforded thereunder shall not be cancelled, without thirty (30) days prior written notice to the CONTRACTOR. Additionally, all insurance policies shall contain a waiver of subrogation endorsement in favor of Contractor, Owner and Architect, their agents and employees. **Certificates of Insurance shall be filed with the CONTRACTOR prior to the start of the SUBCONTRACTOR'S/VENDOR'S work.** Such Certificates of Insurance shall be in a form acceptable to the CONTRACTOR and shall provide satisfactory evidence that the SUBCONTRACTOR/VENDOR has complied with all insurance requirements, including evidence that the CONTRACTOR and the OWNER have been added as "additional insureds".

To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of the SUBCONTRACTOR/VENDOR, the CONTRACTOR, the OWNER or their respective subcontractors and agents, the CONTRACTOR and the SUBCONTRACTOR/VENDOR agree to waive all rights against (1) each other and any of their subcontractors/vendors, sub-subcontractors (vendors), agents and employees, each of the other, and (2) the OWNER and any of its contractors, subcontractors/vendors, agents and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

Unless the SUBCONTRACTOR'S/VENDOR'S negligence is a cause of the loss or damage to the Project, any deductible amount applied to any loss payable under any builder's risk or other property insurance applicable to the Work or Project shall be borne by the insured party whose Work is damaged in direct proportion as their individual losses shall bear to the total losses incurred in a single event, regardless of whether such loss is to work installed and completed, to materials stored on or off site, or to materials in transit. Neither the CONTRACTOR nor the OWNER represents that any builder's risk or property insurance applicable to the Work, if any, is adequate to protect the interests of the SUBCONTRACTOR/VENDOR. It shall be the obligation of the SUBCONTRACTOR/VENDOR to determine whether such insurance is in effect and provides adequate protection for its insurable interests, or whether the SUBCONTRACTOR/VENDOR should purchase and maintain supplementary property insurance that it deems necessary to protect its interests in the Work.

7.2. Subcontractor's failure to demonstrate to Contractor's satisfaction, as may be requested by the Contractor from time to time, that Subcontractor is in compliance with all insurance requirements in this Subcontract or that it is capable of performing its financial obligations pertaining its financial obligations pertaining to this Subcontract as they come due shall constitute a default of this Subcontract by Subcontractor.

8.1. The parties intend that the scope of obligations under this paragraph be as broad as permitted by applicable law. Therefore, each of the following provisions in this Paragraph 8.1 shall apply to the fullest extent permitted by applicable law. If any provision or portion thereof is determined to be invalid, void, illegal or otherwise unenforceable for any reason, such determination shall not render invalid, void, illegal or otherwise unenforceable any of the other provisions of this Paragraph 8.1 or this Subcontract as a whole (all of which remain in full force and effect), and that particular provision or portion thereof shall be deemed modified (but only to the extent necessary so that it is no longer invalid, void, illegal or otherwise unenforceable) so that, to the greatest extent possible, the intent of said provision is carried out. To the fullest extent permitted by law, the Subcontractor agrees to assume entire responsibility and liability for all damage or injury to all

persons (whether employees or otherwise) and to all property (regardless of whether such damage or injury occurs before or after the Subcontractor has completed performing its Work) arising out of, resulting from, or in any manner connected with the Work provided for in this Subcontract or any activity of the Subcontractor related in any way to the Project or occurring or resulting from the use by the Subcontractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Owner, the Subcontractor or third parties, or from any other cause whatsoever including those over which Subcontractor may have no control, except to the extent such damage or injury is caused by or results from the negligent act or omission of the Indemnitees (as defined below) or of an Indemnitee's employees, consultants, agents, or others for whom the Indemnitee is responsible. The Subcontractor further agrees, to the fullest extent permitted by law, to defend, indemnify and save harmless the Contractor and the Owner ("the Indemnitees"), their agents, consultants and employees from all claims for such damage or injury including, without limiting the generality of the foregoing, claims for which the Indemnitees may be partly liable or may be claimed to be partly liable, except to the extent the damage or injury underlying the claims is caused by or results from the negligent act or omission of the Indemnitees or of an Indemnitee's employees, consultants, agents, or others for whom the Indemnitee is responsible. Subcontractor further agrees to indemnify and hold harmless the Indemnitees from legal fees and disbursements paid or incurred to enforce the provisions of this Paragraph 8.1 or Paragraph 8.2. Subcontractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage and endorsements as described in Paragraph 7.1 as will insure the provisions of this Paragraph 8.1, including without limitation Contractual Liability and Products/Completed Operations coverage.

8.2 The indemnification under Paragraph 8.1 and the associated insurance shall survive the completion or termination of this Subcontract and shall apply regardless of whether any such damage, injury, claim, loss or expense occurs before or after Subcontractor has completed performing the Work; and 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 under Workers' or Workmen's Compensation acts, disability acts or other employee benefit acts with regard to any claims against the Indemnitees or an Indemnitee's employees, consultants, agents, or others for whom the Indemnitee is responsible by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor, or anyone for whose acts the Subcontractor may be liable.

8.3 In any and all claims against Contractor or Owner or any of their agents or employees, by any employee of Subcontractor, anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable, the indemnification under the provisions of Paragraph 8.1 and 8.2 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 under Workers' or Workmen's Compensation acts, disability acts or other employee benefit acts.

8.4 Subcontractor's obligations to defend Contractor from claims for damages, losses and expenses are separate and distinct from its obligations to indemnify and hold harmless Contractor from such claims, damages, losses and expenses. Subcontractor shall defend Contractor from all claims included in any proceeding (whether arbitration, litigation or otherwise) as long as the proceeding includes one or more claims for which Contractor may be held liable in whole or in part. Subcontractor's defense obligation commences with regard to any claim when Contractor requests that Subcontractor defend Contractor from such claim and continues until the claim is fully resolved. Subcontractor's defense obligations include without limitation paying the legal fees, expert consultant fees, filing fees, arbitrator and/or mediator fees, and all other costs and expenses associated with providing Contractor with a rigorous and zealous defense. Subcontractor shall perform its defense obligations with due diligence and in good faith through counsel and consultants acceptable to Contractor at Subcontractor's expense. If Contractor reasonably concludes that said counsel and/or consultant could have a conflict of interest concerning claims or defenses he/she might pursue on behalf of Contractor and Subcontractor, or that said counsel and/or consultant is failing to fulfill Subcontractor's defense obligations to Contractor, Contractor may hire separate counsel and/or consultants to fulfill Subcontractor's defense obligations, and Subcontractor shall promptly reimburse Contractor for all associated fees, disbursements and other costs within fifteen days of the date when they are incurred by Contractor. Nothing herein shall be construed to preclude Contractor, at any time, from hiring additional counsel and/or consultants at its own expense.

8.5 Subcontractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage and endorsements described in Paragraph 7.1 as will insure the obligations under Paragraphs 8.1, 8.2, and 8.4 to

the fullest extent as permitted by law, including, without limitation Contractual Liability with Completed Operations coverage. Subcontractor acknowledges and agrees that such Contractual Liability insurance coverage is provided for the benefit of others, including the indemnitees, as an additional source of funds available to Subcontractor to pay its costs in fulfilling its obligations to the Indemnitees under Paragraphs 8.1, 8.2 and 8.4, but that by procuring such Contractual Liability insurance coverage Subcontractor is not thereby providing insurance to the Indemnitees because the Indemnitees are not insureds under such coverage.

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

10.1. The Subcontractor and its subcontractors shall take all safety precautions with respect to its work, shall comply with all safety measures required by the General Contract and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property.

10.2. The standards and requirements of Subcontractor's safety program shall be at least as stringent as the standards and requirements of Contractor's safety program and any applicable local, state and federal safety laws and regulations. Contractor's **Hazard Communication & Safety Policy** is attached marked as Exhibit B.

10.3. Subcontractor shall follow the requirements of Iowa's Private Sector Drug-Free Workplaces Act. Subcontractor must maintain a drug and alcohol testing policy and program as described in section 730.5, including provisions for testing of its employees for reasonable suspicion and post-accident, as defined by Iowa Code Section 730.5(1)(h), which includes but is not limited to an employee under the influence of drugs or alcohol sustaining a personal injury or causing a work related accident. See Iowa Code 730.5(8)(f). Subcontractor agrees to be responsible for developing and providing notice of its policy to its employees. Subcontractor agrees to be responsible for implementing its policy, including but not limited to, following statutory requirements in the event of a positive test result. Subcontractor will be responsible for any and all costs or proportional costs associated with its drug and alcohol testing program. Any employee who refuses to provide a testing sample or who tests positive on a confirmatory test will be subject to permissible discipline under the statute, up to and including termination of future work on any Knutson Construction Services Midwest, Inc. sites. Any employee of Subcontractor who undergoes drug or alcohol testing under the Subcontractor's policy must agree to release the results, and also will authorize the testing facility to release the results directly to Knutson Construction Services Midwest, Inc. Knutson Construction Services Midwest, Inc. agrees to keep all results confidential. Subcontractor must submit a copy of their written drug and alcohol testing policy to Knutson Construction Services Midwest, Inc. before starting work.

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

12.1. To be bound to the Contractor by the terms of the General Contract, to conform to and to comply with the provisions of the General Contract, and to assume toward the Contractor all the obligations and responsibilities that the Contractor assumes in and by the General Contract toward the Owner, insofar as they are applicable to this Subcontract. Where any provision of the General Contract between the Owner and the Contractor is inconsistent with any provision of this Subcontract, this Subcontract shall govern.

12.2. Subcontractor shall, by written agreement with any of its sub-subcontractors, require that its sub-subcontractors be bound to Subcontractor to the same extent that Subcontractor is bound to Contractor as stated in Paragraph 12.1 and elsewhere in the Subcontract and exhibits thereto.

13. To employ no person whose employment on or in connection with this Subcontract may be objectionable to the Contractor and to remove any such person when objected to by the Contractor, all upon reasonable grounds.

14.1. The provisions of this Subcontract may not be waived, altered, changed or amended except by written instrument signed by both Parties hereto. No waiver of any provision of this Subcontract shall be construed or deemed to be a waiver of any other provision or condition of this Subcontract, nor a waiver of subsequent breach of the same provision or condition. Neither the approval of any request for payment, the making of any partial or final payment, the giving of any approval or consent, the use or occupancy of the Work or any part thereof, the failure to enforce any rights or remedies or conditions under this Subcontract, or any other action or inaction on the part of Contractor or Owner shall constitute an acceptance of any Work which is not in accordance with the Contract Documents or acceptance of any other breach of this Subcontract by Subcontractor, constitute Contractor's waiver of any claims, rights (including without limitation backcharge and setoff), remedies or conditions, prejudice Contractor's right to subsequently protest or question the propriety of such payment or the amount requested by Subcontractor, or constitute Contractor's acceptance of a change to the rates, prices, fees or other amounts set forth in this Subcontract. Moreover, no waiver of any provision or condition of this Subcontract shall be construed or deemed to be a waiver of any other provision or condition of this Subcontract, nor a waiver of subsequent breach of the same provision or condition. Subcontractor shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties or representations of Contractor or Owner, or by inspections, tests, or approvals required or performed by Owner or Contractor or anyone else.

14.2. That the Contractor or its authorized representative shall have the right to order in writing changes to this Subcontract as made to the General Contract by the Architect and/or Owner; that fair adjustments shall be made in the Subcontract price for such change; and that no change shall be allowed, or made by the Subcontractor, or paid for by the Contractor unless and until authorized by the Contractor or its authorized representative in writing before the change has begun.

14.3. To give written notice to the Contractor of all claims for extras, for extensions of time and for damage for delays or otherwise in accordance with the General Contract, allowing the Contractor to give timely notice to the Owner. Timely notice shall mean three (3) working days prior to the expiration of the relevant notice period in the General Contract.

14.4. Subcontractor shall review all proposed changes, modifications, or requests for proposals issued by Contractor, Owner, or the Architect, and shall advise Contractor in writing within ten (10) working days of receipt of such proposals as to the impact, if any, on Subcontractor's work, including any adjustment in the Subcontract price or time.

14.5. In addition to any rights or remedies granted to Contractor by this Subcontract or applicable law, Contractor may order changes or terminate this Subcontract for the same reasons and circumstances, and in accordance with the same procedures, as Owner may change or terminate the General Contract. Moreover, the rights and remedies identified in this Subcontract are in addition to any other remedies provided by law or equity.

14.6. Work performed beyond the scope of this Subcontract Agreement must be authorized by Contractor's signed field authorization or change order prior to the installation of the work.

14.7. Additional costs as a result of unauthorized changes, substitutions, or deviations from the General Contract initiated by this Subcontractor which increase the Cost of the Work for Contractor or other subcontractors shall be borne by this Subcontractor.

15. To obtain and furnish to the Contractor and maintain in effect during the life of this Subcontract, if requested so to do in the space provided below, a surety bond in form and with sureties acceptable to the Contractor, in an amount equal to the Subcontract price, conditioned upon and covering the faithful performance of and compliance with all the terms, provisions and conditions of this Subcontract, the premium therefore to be paid by Subcontractor. **Bonds ARE NOT** required. (Check only if Bond is required). Unless the General Contract requires it, nothing herein shall give the Contractor the right to designate that the Bond be executed by a specific surety or procured from a specific agent.

16. The Subcontractor warrants to the Owner, Architect, and Contractor that the materials and equipment furnished under this Subcontract will be of good quality and new unless the documents described in the Scope of Work provision in Exhibit A require or permit otherwise. The Subcontractor further warrants that the work will conform to the requirements of this Subcontract and the General Contract between Contractor and Owner, and will be free from defects. If

required by the Owner, Architect or Contractor, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. To the extent that the warranty obligations the Contractor owes to the Owner under the General Contract relating to the Work, materials or equipment furnished by the Subcontractor are broader than the warranty obligations owed by the Subcontractor to the Owner, Architect, and Contractor under this paragraph, then those broader obligations shall apply to the Subcontractor.

17. The Subcontractor shall promptly correct Work rejected by the Architect or Work that does not conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Subcontractor's expense. The Subcontractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Subcontractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents. The Subcontractor's obligation to correct Work is not limited in time by this Subcontract and continues into the future subject only to Iowa's Statutes of Limitation and Iowa's Statute of Repose.

18.1. That in case the Subcontractor shall fail when and if required by the Contractor, to correct, replace and/or re-execute faulty or defective work done and/or materials furnished under this Subcontract, or repeatedly and persistently fails to complete or proceed with this Subcontract within the schedule agreed to by the parties or the time herein provided for, or make payment when due to subcontractors or suppliers for labor or materials in accordance with the respective agreements between the Subcontractor and its subcontractors and suppliers or to comply with any substantial term of this Subcontract, then the Contractor may give the Subcontractor a written notice to cure the Subcontractor's default. If the Subcontractor fails within three (3) working days after receipt of such written notice to commence and continue satisfactory correction of such default with diligence and promptness, then the Subcontractor shall be in default of this Subcontract.

18.2. The "schedule agreed to by the parties" referred to in Paragraph 18.1 is the Project schedule issued and revised by Contractor. Subcontractor shall not be excused from any default even though such default is caused by strikes, lockouts, or Acts of God, unless Subcontractor gives written notice of such cause to contractor within two (2) working days, or lesser time as may be required by the General Contract, following the start of the alleged occurrence.

18.3. Irrespective of any term or inference to the contrary in this Subcontract, Contractor and Subcontractor expressly agree that after contractor gives Subcontractor an initial notice to cure its default under paragraph 18.1 of the Subcontract, and without giving any further notice to Subcontractor,

- a. Contractor, without waiting any period of time, may immediately complete or correct so much of Subcontractor's work as Contractor determines is appropriate, either through its own employees or through a contractor or subcontractor of its choice, with the cost thereof charged to Subcontractor together with any liquidated or actual damages caused by a delay in the performance of the Subcontract, and
- b. Contractor, without waiting any additional period of time, may terminate this Subcontract, all without prejudice to any of Contractor's other rights or remedies under the Subcontract. Contractor's right to take these actions does not create any obligation for Contractor to take any of these actions.

19. That in case of default on the part of the Subcontractor under the terms of this Subcontract, the material, supplies, tools and construction equipment of the Subcontractor shall be left on the job for the use of the Contractor in completing the work covered by this Subcontract.

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

subcontractor and the Owner harmless from any and all losses or damage occasioned by the failure of the Subcontractor to comply with the terms of this paragraph.

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

22. If any part of the Subcontractor's work depends for proper execution or results upon the work of the Contractor, any other subcontractor or any other separate contractor on the Project, the Subcontractor shall inspect and promptly report to the Contractor any apparent discrepancies or defects in such work that renders it unsuitable for such proper execution and results. Subcontractor shall inspect such work as far in advance before Subcontractor's work is scheduled to begin as is necessary to provide the report to Contractor early enough to give Contractor adequate time to cause such discrepancies or defects to be corrected to avoid any delays to the Subcontractor's work. Failure of the Subcontractor to so inspect and report shall constitute any acceptance of the work of the Contractor, other subcontractors or other separate contractors as fit and proper to receive its work.

23. The clean up and removal of all debris left on jobsite due to the completion of this Subcontract is the responsibility of the Subcontractor, and will be completed within one (1) working day of written notification by the Contractor, after which the clean up will be done by the Contractor, with the cost of the cleanup charged to the Subcontractor. Subcontractor shall be responsible for collecting and depositing in contractor's dumpster all debris generated from the execution of this Subcontract. Subcontractor shall maintain daily clean-up of debris to ensure that its accumulation does not endanger or delay the work of other trades or does not pose a safety hazard or coordination problem as seen by Contractor in its sole discretion.

24. Subcontractor represents that it is a properly-formed business entity and is in good standing under all applicable laws. Subcontractor shall promptly provide Contractor with a certificate of good standing from the Iowa Secretary of State if and when requested by Contractor, including as frequently as may be requested by Contractor. Moreover, Subcontractor shall promptly notify Contractor in writing of any change in Subcontractor's status as a business entity in good standing. Subcontractor represents that it is an independent contractor, not an employee of Contractor. Subcontractor agrees to defend, indemnify and hold harmless Contractor from any fines, penalties, costs or damages, including without limitation legal fees and expenses, arising out of Subcontractor's breach of any representations or obligations in this paragraph

**THE CONTRACTOR AGREES AS FOLLOWS:**

A. To employ, and does hereby employ the Subcontractor to do the work described in Paragraph 1 hereof, subject to the provisions of this Subcontract.

B. To pay the Subcontractor for the full and prompt performance of this Subcontract, subject to the terms and conditions hereof, the sum of \$0 Dollars \$(0),

C.1. To include in the Contractor's monthly estimate to the Owner, the value of all work, labor and materials of the Subcontractor properly incorporated into the Project, in accordance with the provisions of this Subcontract for which estimates have been furnished by the Subcontractor and approved by the Contractor. Upon learning that the amount certified due for the Subcontractor is different from the amount requested by the Subcontractor, the Contractor shall immediately so advise the Subcontractor is not in default hereunder, to pay the Subcontractor within seven (7) calendar days upon receipt thereof from the Owner, the amount received by the Contractor on account of the Subcontractor's work to the extent of the Subcontractor's interest therein.

C.2. That if allowed by the General Contract, payment shall be made on account of inventory, materials, or equipment not incorporated in the Project but delivered and suitably stored at the site or at some other location agreed upon in writing; such payments to be made in accordance with the terms and conditions of the General Contract.

C.3. Estimates to be paid **within seven calendar days of receipt of the Owner payment** for payment request received by **the 25<sup>th</sup> of the previous month.**

C.4. Any and all funds paid by Contractor and Subcontractor pursuant to this Subcontract shall be received by Subcontractor in trust for the benefit of all persons furnishing materials, skills, labor and equipment to or through Subcontractor in connection with the performance of the work under this Subcontract, and Subcontractor shall use such funds to pay all such persons.

C.5. Contractor shall withhold from Subcontractor retention on Subcontractor's monthly progress payments in whatever amount Owner withholds retention from Contractor pursuant to the General Contract, but in no event less than (5 "Percent").

C.6. At the sole discretion of Contractor, Contractor reserves the right to make payments (directly or by joint check) to Subcontractor's suppliers and sub-subcontractors of all tiers from funds due and owing to Subcontractor.

C.7. Contractor's payments to Subcontractor may be at periods longer than one month if Owner's payments to Contractor are at periods longer than one month.

C.8. Contractor's receipt of each of the following from Subcontractor shall be an absolute condition precedent to Contractor's obligation to make any payments to Subcontractor:

1. An unmodified KCS Standard Subcontract Agreement which has been signed by Subcontractor;
2. A current blanket certificate of insurance that names Contractor and Owner as an additional insured; and
3. A completed "Initial Certificate of Creditor's (attached as Form A.)
4. Subcontractor's most recent annual and interim financial statements (including balance sheets and income statements) and such other information reasonably required by Contractor that demonstrates to Contractor's satisfaction that Subcontractor is capable of performing its financial obligation relating to this Subcontract as they come due. The annual financial statement shall be prepared in accordance with generally accepted accounting principles and shall be provided in the form of the highest level of review performed for said financial statements (audited, reviewed, or compiled, in that order).

C.9. For each progress payment, Subcontractor shall submit:

1. Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format.
2. A Mechanic's Lien Waiver for Lower-Tier Party for each creditor listed on the Schedule of Creditors and signed by the applicable creditor. Payment for subsequently submitted applications for payment will not be made until all Lower-Tier Party Lien Waivers are received.

C.10. Each of the above requirements shall be on absolute condition precedent to Contractor's obligation to make payment to Subcontractor on a given application for payment, and failure to comply with any of the above requirements will, at Contractor's option, because to withhold payment until Subcontractor has complied with each of these requirements.

C.11. Irrespective of any term or inference to the contrary, Contractor and Subcontractor expressly agree that Owner's payment to Contractor on Subcontractor's account is an absolute condition precedent to Contractor's obligation to pay Subcontractor any progress or final payment pursuant to the Subcontract, except to the extent Subcontractor establishes

that Owner's failure to make payment to Contractor was caused by the fault of Contractor.

C12. Subcontractor expressly agrees that it retains risk of Owner's insolvency or inability to pay for Subcontractor's Work, and such risk is not transferred to Contractor under the Subcontract.

C.13. Contractor and Subcontractor expressly agree that it shall also be absolute condition precedent to Contractor's obligation to make any payment to Subcontractor that Subcontractor not be in default in any of its obligations to Contractor on any other project such that the unpaid balance to Subcontractor on such other project is determined by Contractor to be insufficient to pay for the completion of Subcontractor's obligations on such other project (including without limitation correcting deficiencies and paying for damages). In addition, Subcontractor agrees that if such shortfall exists on any other project, Contractor shall be permitted to set off any amounts necessary to cover such shortfall on such other project against any funds otherwise due or to become due Subcontractor on this Project.

D.1. Final payment of the balance due of the Subcontract Price shall be made to the Subcontractor within seven (7) calendar days after receipt by the Contractor of final payment from the Owner for such Subcontract work.

D.2. Acceptance of final payment by Subcontractor shall constitute a waiver of all claims by Subcontractor against Contractor, Owner, or the Architect.

D.3. It shall be a condition precedent to Subcontractor's right to receive final payment that Subcontractor shall furnish a general release of all claims and final lien waivers of Subcontractor, its subcontractors and suppliers, and all other claiming directly or indirectly through Subcontractor. Such release and line waivers shall be in a form acceptable to Contractor and Owner.

D.4. For final payment, Subcontractor shall submit:

1. A completed "Application for Payment, Schedule of Creditors & Lien Waiver". This document may be submitted electronically, in which case it shall be effective and binding without Subcontractor's signature, or in printed form, in which case it shall be signed by Subcontractor.
2. A Full and Final Mechanic's Lien Waiver for Lower-Tier Party (attached as Form C) for each creditor listed on the Schedule of Creditors and signed by the applicable creditor.

D.5. Each of the above requirements shall be an absolute condition precedent to Contractor's obligation to make final payment to Subcontractor, and failure to comply with any of the above requirements will, at Contractor's option, because to withhold payment until Subcontractor has complied with each of these requirements.

E.1. If alternative dispute resolution, including, without limitation, arbitration or mediation, is provided for in the General Contract, any dispute arising between the Contractor and the Subcontractor under this Subcontract, including the breach thereof, shall be settled by such alternative dispute resolution procedures in the manner provided for in the General contract.

E.2. Should any arbitration, litigation, or alternative dispute resolution procedure with a third party involve allegations regarding the work of Subcontractor, then Subcontractor consents to be joined in and participate as a party to such proceedings. An arbitration pursuant to this Agreement may include, by consolidation, joined or in any other manner, any other entities or persons which whom Contractor has a dispute involving common issues of law or fact. If rules are not specifically identified in the General Contract, any required arbitration proceeding will be conducted in accordance with the rules of the American Arbitration Association; and, if location is not specifically identified in the General Contract, any required arbitration will be conducted at a mutually agreed to location in either Johnson or Linn Counties in Iowa. The award rendered in such arbitration shall be final and judgment upon the award may be entered by any court having jurisdiction thereof. The provisions of this paragraph shall be specifically enforceable.

E.3. In any arbitration or litigation relating in any way to this Subcontract, the arbitrator or the court shall award

the prevailing party all of its costs of arbitration and litigation that would be taxable as costs in litigation in either the state of federal courts in Iowa. In addition, the arbitrator or the court shall award the prevailing party its reasonable attorney's fees incurred in the arbitration proceeding or litigation.

E.4. In the absence of joinder in any dispute resolution procedure with respect to any claim by Subcontractor for additional compensation, extension of time, or damages, caused in whole or in part by any party other than Contractor, Subcontractor acknowledges and agrees as follows:

1. Subcontractor shall give Contractor written notice of the basis and amount of such claim at least three (3) working days before Contractor is required to give notice of such claim to any other party, and Contractor's only obligation with regard to such claim shall be to forward it to the other party, if necessary, within three (3) working days of its receipt from Subcontractor and to make Contractor's records and employees reasonably available to Subcontractor to the extent reasonably necessary for Subcontractor's prosecution of such claim; however, Contractor reserves the right to exercise primary decision-making authority with respect to such claim, including controlling the prosecution of such claim and strategic decisions related thereto, if such claim is related to other claims of either Contractor or other Subcontractors.
2. Subcontractor shall, at its own cost and expense, prepare, assemble, present, and prosecute such claim (in Contractor's name, if necessary) and shall be solely responsible for any costs and expenses it incurs in that regard, including expenses for legal representation.
3. Subcontractor's sole and exclusive remedy for such claim shall be limited to the amount of additional compensation, extension of time, and/or damages actually provided by the other party (whether voluntarily or due to an arbitration award, court order, or otherwise) and Subcontractor shall have no independent rights or separate claims against Contractor for further compensation, time extension, or damages for such claim.
4. Any additional compensation or damages provided on account of such claim shall first be offset by Contractor's standard markup, if any, as well as any costs incurred by Contractor in connection with such claim.
5. Subcontractor shall hold harmless and indemnify Contractor for all costs and expenses incurred by Contractor in connection with such claim, including without limitation, claims by other parties for contribution or indemnity and fines or penalties pertaining to claim certification.

E.5. No dispute whatsoever shall interfere with the progress of construction and, despite disputes it may have with Contractor, Owner or other parties, Subcontractor shall proceed with its work without suspension or slowdown.

F.1. If notification of any claims have been made against the Subcontractor or the Contractor arising out of labor or materials furnished the project, or otherwise on account of any actions or failures to act by the Subcontractor in the performance of any of its obligations under this Subcontract or that otherwise relate in any way to the Project, the Contractor may, at its discretion, withhold from such amounts otherwise due or to become due hereunder a sum adequate to cover said claims and any costs or expenses arising or to arise in connection therewith, but not to exceed one hundred fifty (150) percent of the sum of the claims, costs or expenses, pending legal settlement thereof. This right of the Contractor shall not be exclusive of any other rights of the Contractor herein or by law provided.

F.2. If any sub-subcontractor, laborer or supplier of Subcontractor, or any other person directly or indirectly acting for subcontractor files a mechanic's lien or claim against: (1) the Project; (2) the Property upon which the Project is situated; (3) any part of the Project or improvements thereon; (4) any money due or to become due from Owner to Contractor; or (5) any payment bond of Owner or Contractor, for or on account of any work, labor, services, materials, equipment or other items furnished in connection with the work contemplated by this Subcontract or any change order issued hereunder, Subcontractor shall satisfy, remove or discharge such lien or claim at its own expense within ten (10) working days after the date of filing thereof. If Subcontractor fails to do so, Contractor shall have the right, in addition to

all other rights and remedies provided hereunder or by applicable law, to satisfy, remove, or discharge such lien or claim by whatever means Contractor chooses at Subcontractor's sole expense.

## MISCELLANEOUS PROVISIONS

### THE CONTRACTOR AND SUBCONTRACTOR AGREE AS FOLLOWS:

- I. Back charges between Contractor and Subcontractor, if any, shall be paid at cost; no markup for overhead or profit will be allowed.
- II. Subcontractor shall give Contractor forty-eight (48) hours notice prior to making deliveries to the Project.
- III. Commencing performance of the Work constitutes Subcontractor's acceptance of the unaltered terms of this Subcontract (including the modifications thereto in this Exhibit A), and shall constitute "execution" of this Subcontract, regardless of whether this Subcontract has been signed by either party and regardless of whether Subcontractor has objected to any terms of this Subcontract.
- IV. All notices and other communications pursuant to this Subcontract shall be in writing and shall be deemed to have been duly given to the other party (a) on the day it is personally delivered or transmitted by facsimile or e-mail; (b) on the day after being sent by Federal Express (or comparable overnight delivery service), all fees prepaid; or (c) on the second day after being mailed by United States certified or registered mail, postage prepaid. Notices shall be sent to the other Party at the address, fax number or e-mail address set forth in this Subcontract, or at such other address, fax number or e-mail address for receiving notices and other communications as shall be provided by the receiving party to the other party.
- V. Subcontractor shall furnish all hoisting, including the furnishing of a crane, required for execution of this Subcontract unless otherwise noted.
- VI. Contractor shall furnish a bench mark and selected major grid lines at each floor level for use by Subcontractor. All other layout required for the execution of the work of this Subcontract shall be provided by Subcontractor.
- VII. In addition to the requirements of the General Contract, Subcontractor's Shop Drawings, samples and other submittals shall comply with the following:
  - A. Shop drawings shall contain correct dimensions, quantities, field dimensions, coordination and layout of work.
  - B. Subcontractor shall obtain all shop drawings and information necessary where work of other contracts abuts or is performed in conjunction with Subcontractor's installation.
  - C. Subcontractor shall submit shop drawings and product data electronically through Submittal Exchange as required by the General Contract.
  - D. Subcontractor shall provide to Contractor all necessary distribution copies of approved shop drawings at Subcontractor's cost.
  - E. All submittals shall be stamped by the Subcontractor confirming Subcontractor's approval and acknowledgement of conformance to the contract documents.
  - F. Failure to submit shop drawings, material lists, or samples in order to allow adequate time for review, or failure to submit shop drawings or samples in detail conforming to Project specifications shall be cause for assessment of damages including but not limited to additional costs incurred by the Contractor.
  - G. All submittals must be stamped by this Subcontractor confirming compliance with the Subcontract requirements. All submittals must be identified by division, section and subsection of the project specifications.
- VIII. Contractor and Subcontractor agree that Iowa law shall govern this Subcontract Agreement.
- IX. Failure of Contractor to enforce any of its rights or remedies or any conditions under the Subcontract Agreement

shall not constitute a waiver of such rights, remedies or conditions.

X. If any provision, or portion thereof, of this Subcontract is determined to be invalid, void, illegal or otherwise unenforceable for any reason, or to cause this Subcontract as a whole to become invalid, void, illegal or otherwise unenforceable for any reason, such determination shall not render invalid, void, illegal or otherwise unenforceable any other provision in this Subcontract or this Subcontract as a whole (all of which shall remain in full force and effect), and that particular provision or portion thereof shall be deemed modified [but only to the extent necessary (including deletion, if necessary) so that it is no longer invalid, void, illegal or otherwise unenforceable] so that, to the greatest extent possible, the intent of said provision is carried out.

XI. All disputes, claims and other matters in question arising out of or relating to this Subcontract are barred if not properly preserved and perfected according to the terms of this Subcontract and are further subject to any statutes of limitations, statutes of repose and other laws, none of which are extended by this Subcontract.

XII. This Subcontract Agreement including any Change Order thereto, may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Subcontract Agreement binding on the Contractor and Subcontractor, notwithstanding that each have not signed the same counterpart. A facsimile, xerographic, electronically transmitted or similar copy of a handwritten signature to this Subcontract agreement or an "e-signature" to this Subcontract Agreement, including any Change Order thereto, shall be deemed an original signature for purposes of enforcing this Subcontract Agreement.

**IN WITNESS WHEREOF**, the Contractor and the Subcontractor have executed this Subcontract the day and year first written above.

**Knutson Construction Services Midwest, Inc.**

By \_\_\_\_\_ By \_\_\_\_\_

Title Project Manager Title \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Federal Tax # 42-1191351 Federal Tax # \_\_\_\_\_

## EXHIBIT A

**THIS EXHIBIT A** modifies and is incorporated into the Standard Subcontract Agreement between (“Subcontractor”) and **Knutson Construction Services Midwest, Inc.** (“Contractor”) dated the (“Contract Date”)

### I. SCOPE OF WORK

A. In addition to the documents listed in the Standard Subcontract Agreement, this subcontract is also based on and includes the following documents:

1. Drawings and Specifications dated as issued by Aspect Architecture .
2. Drawings included but are not limited to:

A .

3. Addenda: N/A
4. Alternates: N/A
5. Exhibit B – Hazardous Communication Program

B. In addition to the scope of Subcontractor’s work listed in the Standard Subcontract Agreement, Subcontractor’s scope of work also includes, but is not limited to, the following:

Division 0 and 1 as it relates to scope of work below

Item Number	Description
-------------	-------------

C. Subcontractor’s scope of work specifically excludes the following:

Item Number	Description
1	N/A

### II. ITEMIZATION OF SUBCONTRACT AMOUNT

The following is a non-exclusive itemization of the Subcontract amount:

DESCRIPTION	COST
	\$
<b>Total Subcontract Amount</b>	<b>\$</b>

### III. UNIT PRICE PROVISIONS

Unit prices, if any, provided herein and in the Contract Documents shall apply to all construction and changes through final completion date of the Project. Thereafter, the unit prices shall be increased in direct accordance with proven subcontractor cost increases. Unit prices shall include all costs of the work, including, without limitation, material, labor, equipment, compensation, delivery, general conditions, benefits, overhead, profit, shop drawings, small tools, and sales and use taxes.

DESCRIPTION	QTY	COST	TOTAL
<b>See table above if unit prices are applicable</b>			

**IV. FIELD LABOR PROVISIONS**

- A. Subcontractor shall schedule its work in general accordance with the forthcoming project schedule and as directed by Contractor’s jobsite Superintendent and/or Project Manager. Contractor reserves the right to reasonably adjust the indicated commencement, durations and sequence of work to meet Project completion objectives as the job progresses all without claim for delay or cost extra by Subcontractor.
- B. Subcontractor must have a competent superintendent on the jobsite at all times when performing its work. Subcontractor’s superintendent shall have the authority to represent Subcontractor and make decisions affecting changes in the scope of work. Contractor reserves the right to approve Subcontractor’s superintendent and project manager, and to require that either be replaced if either appears, in Contractor’s sole judgment, unqualified or otherwise unable to effectively perform his duties. Subcontractor’s superintendent or project manager shall be required to attend all regularly and specially scheduled meetings for coordination, safety, and scheduling purposes.
- C. Subcontractor shall have its Project Manager and Foreman/Superintendent attend each jobsite progress meeting up to two weeks prior to the start of said work through the completion of said work.

**V. EEO PROVISIONS**

- A. Subcontractor shall comply with Contractor’s Equal Employment and Affirmative Action Policy. A copy of Contractor’s Equal Employment and Affirmative Action Policy is available for review at Contractor’s office located at 2351 Scott Blvd. SE, Iowa City, Iowa 52240.
- B. Subcontractor will not discriminate against any employee or applicant for employment based on race, creed, color or natural origin.
- C. Subcontractor shall submit, on a timely basis, all EEO/AA statistical reports requested by Contractor.



**KNUTSON CONSTRUCTION SERVICES MIDWEST, INC.  
FOR SUBCONTRACTORS**

**HAZARD COMMUNICATION RIGHT TO KNOW**

**RIGHT-TO-KNOW ACT OF 1983**

It is the policy of Knutson Construction Services Midwest, Inc. to implement the proposed standards of the Employee Right-To-Know Act which is regulated by the Federal Occupational Safety and Health Administration under Title 29 of the code of Federal Regulations, Part 1910, Subpart Z. All data reporting forms must be executed and updated as required.

Effective January 1984, the Iowa Employee Right-To-Know Act went into effect. This standard is to inform employees about the chemical hazards encountered at the workplace. We have certain obligations under the law and we will need your help and cooperation in fulfilling these obligations. Attached is our company's Right-To-Know program. You will notice many specific requirements when you read our program.

Mike Nielsen, Safety Director, has the authority and responsibility to be sure that our company and our employees are in compliance with Right-To-Know and other regulations effecting your health and well being. Please give Mike your full cooperation.

Please take these matters seriously, as they are intended to protect you, your employees and our employees from physical and health hazards.

Thank you for your cooperation. If you have any questions, please contact our office or Mike Nielsen at 763-525-3026.

**I HAVE RECEIVED THE KNUTSON CONSTRUCTION SERVICES MIDWEST, INC. 'S  
RIGHT-TO-KNOW PROGRAM AND UNDERSTAND THAT KNUTSON CONSTRUCTION  
SERVICES MIDWEST, INC. WILL COMPLY WITH THE IOWA EMPLOYEE RIGHT-TO-  
KNOW ACT.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
FIRM NAME

**KNUTSON CONSTRUCTION SERVICES MIDWEST, INC.**

# **SAFETY CONFIRMATION FORM**

The attached Company Safety Policy outlines some of the rules and regulations that you will be required to adhere to while you are a Subcontractor of Knutson Construction Services Midwest, Inc.. These rules should be read thoroughly **before** you start work at the project site. If you don't understand something, please ask Knutson Construction's Project Superintendent.

Please indicate below if your company field crew intends to participate in Knutson's weekly safety meeting or hold your own weekly safety meeting.

Plan to attend Knutson's Weekly Safety Meetings

Plan to hold own company Weekly Safety Meetings

Please sign and date below.

\_\_\_\_\_ NAME

\_\_\_\_\_ DATE

\_\_\_\_\_ FIRM NAME