



INSTRUCTIONS: How to Submit Your Trade Partner Package

Note: Your company name must match the name on the MSA, W-9 form and all other attachments

- The Master Subcontractor Agreement will be emailed from MSA@campfs.com via DocuSign. This document must be signed electronically.
- Trade Partner must enroll and be compliant in Building Buddy (Compliance Portal) in order to be an approved Trade Partner. Below are the required documents that will need to be uploaded into Building Buddy. (Excluding New York Trade Partners)
 - **W-9 Form**
 - Must provide Social Security Card and Driver's license (or other Government issued photo ID) if you are using a Social Security number as your taxpayer ID.
 - **Secretary of State Business Registration**
 - **Doing Business as ("DBA") Certificate** is required if you are using a dba or fictitious name.
 - **State Workers Compensation Exemption Form** (If Applicable)
 - **Trade Licensing** (If Applicable)

Certificate of Insurance

- If your required insurance General Liability coverage lapses, Camp will deduct 5% from your future payment(s) until a new policy is received. Deductions will be refunded if you provide proof of continuous coverage. If you have a lapse in coverage, the deducted amount will not be reimbursed. ____ (Initial here)

CAMP CONSTRUCTION SERVICES

MASTER SUBCONTRACT AGREEMENT

THIS MASTER SUBCONTRACT AGREEMENT CONTAINS INDEMNITY REQUIREMENTS AND AN ARBITRATION AGREEMENT

This Master Subcontract Agreement ("Subcontract") is entered into this _____ day of _____ 20____, between CAMP ROOFING, LTD. d/b/a CAMP CONSTRUCTION SERVICES d/b/a CAMP FACILITY SERVICES ("CAMP"), located at 15139 South Post Oak Road, Houston, Harris County, Texas 77053, and _____, having its principal office at _____, ("SUBCONTRACTOR") relative to all work performed by the SUBCONTRACTOR on behalf of CAMP for any and all Projects named in any subsequent Subcontract Purchase Orders.

1.0 General

1.1 Subcontract. CAMP is a general contractor and/or construction manager which, from time-to-time, contracts with an Owner (the "Prime Contract") to provide construction services at a certain location ("Project"). The SUBCONTRACTOR desires to perform portions of work under one or more of the Prime Contracts as a SUBCONTRACTOR of CAMP. CAMP and SUBCONTRACTOR enter into this Subcontract and hereby confirm their agreement with respect to standard subcontract terms for SUBCONTRACTOR's performance of any work on any Project which CAMP may subcontract to SUBCONTRACTOR. Contractual obligations between CAMP and the SUBCONTRACTOR as to any future work shall arise only upon the acceptance of any Purchase Order as provided herein. Nothing contained herein shall be deemed a commitment on CAMP's behalf to issue any Purchase Order, and CAMP shall have no obligation to contract with SUBCONTRACTOR, whether pursuant to a Purchase Order or otherwise, or to permit SUBCONTRACTOR to bid for any work hereunder.

1.2 Duration of Subcontract. This Subcontract shall be effective on the date this Subcontract is entered into as set forth above, and shall remain in effect until the earlier of two (2) years from the effective date, or upon written notice of Termination as provided herein. However, at the conclusion of two (2) years, and absent written notice of by either party, this Subcontract shall automatically renew each year for an additional one (1) year duration until one of the parties provides written notice of Termination to the other *via* email and U.S. Mail to the designated represented authorized to act on the other party's behalf as defined in this Subcontract. To the extent that this Subcontract terminates or is terminated while Work is still being performed pursuant to a Purchase Order, the Work shall be completed in accordance with the terms of this Subcontract, unless the Purchase Order is also explicitly terminated in accordance with the terms of this Subcontract.

1.3 Definitions. Capitalized terms used herein are defined throughout the Subcontract.

1.4 Independent Contractor. SUBCONTRACTOR expressly agrees it is an independent contractor with respect to any and all work SUBCONTRACTOR performs or obligations undertaken (the "Work") in connection with this Subcontract. SUBCONTRACTOR is solely responsible for the means and methods it employs to perform the Work, which shall be performed in strict compliance with the Contract Documents and Applicable Law, as defined in this Subcontract. CAMP shall not have the right to control or direct the details of the Work performed by SUBCONTRACTOR. SUBCONTRACTOR assumes full responsibility for loss or damage to its materials, any equipment and all other property in SUBCONTRACTOR's care, custody or control while performing Work. The SUBCONTRACTOR, its employees, sub-subcontractors and/or vendors have no right or authority to act for or on behalf of CAMP, or to bind CAMP, without, in each case, the prior written approval of CAMP. Neither SUBCONTRACTOR nor any of its employees, agents, or servants shall be considered or deemed in any way to be employees, agents or servants of CAMP. The parties do not intend to act as joint employers, joint ventures, or in any other legal capacity other than separate and distinct businesses acting pursuant to the terms of this

Subcontract. Furthermore, none of the benefits provided by CAMP to its employees is available from CAMP to SUBCONTRACTOR or to SUBCONTRACTOR's employees, agents, or servants, except as required by law. SUBCONTRACTOR is solely and entirely responsible for its acts and for the acts of its employees, agents, and servants during the performance of this Subcontract, and shall be responsible to CAMP for the acts and omissions of SUBCONTRACTOR's employees, subcontractors, and their agents and employees, and other persons or entities performing portions of the Work.

1.5 Issuance and Acceptance of Purchase Order. When CAMP desires to engage SUBCONTRACTOR to perform Work, CAMP shall issue to SUBCONTRACTOR a Purchase Order for that portion of the work. Each Purchase Order shall further define the rights and obligations of SUBCONTRACTOR as to the Work to be performed by the SUBCONTRACTOR, including the furnishing of materials, tools, equipment, labor, permits, supervision, and other items. Each Purchase Order shall incorporate by reference this Subcontract, any applicable Prime Contract, and the Contract Documents as defined in this Subcontract. Any of the following shall constitute SUBCONTRACTOR's acceptance of the Purchase Order: (1) SUBCONTRACTOR signs and returns to CAMP a copy of the Purchase Order; or (2) SUBCONTRACTOR gives CAMP other written acceptance of the Purchase Order; or (3) SUBCONTRACTOR commences performance of the Work at the Project under the Purchase Order, whether or not signed by SUBCONTRACTOR. Provided, however, that the issuance of estimates, submittals, or other activities occurring before SUBCONTRACTOR commences Work on the site do not constitute acceptance and are not compensable under the Subcontract. Each Purchase Order shall constitute a separate and individual undertaking and agreement with respect to the Work therein described. A Purchase Order, and any Change Order hereto, shall be executed only by such persons appointed as authorized officers or agents of the parties for such purposes.

1.6 Contents of the Purchase Order.

(a) The Purchase Order shall be issued to SUBCONTRACTOR and shall contain the following information: (i) the name of the Owner and/or Owner Representative; (ii) the name of the Project; (iii) if applicable, the name of the Architect or engineer employed by the Owner, or the architect or engineer employed by Camp as a design-builder or another person authorized by the Prime Contract to act on Owner's behalf or to direct or pass upon any matter or thing connected with the performance of the Prime Contract or this Subcontract; (iv) identification of the Prime Contract and identification of the Plans and Specifications; (v) the agreed to price for the SUBCONTRACTOR to perform the Work (the "Subcontract Price"), or, for Projects to be conducted on a Time and Materials basis, agreed to rates for the Work to be performed by Subcontractor in accordance with Section 7.8 of this Subcontract; (vi) the bonds, if any, that the SUBCONTRACTOR is required to provide; (vii) the Scope of Work to be performed by the SUBCONTRACTOR; (viii) the Construction Schedule; (ix) any specific insurance requirements; (x) the pay application form to be used by the SUBCONTRACTOR; (xi) the final pay application to be provided by the SUBCONTRACTOR at final completion of the Project; (xii) the final release form to be provided by the SUBCONTRACTOR at final completion of the Project; (xiii) partial release form to be provided by the SUBCONTRACTOR with each pay application; (xiv) if applicable, any prevailing wage and/or small business, minority-owned business, woman-owned business, or veteran-owned business requirements for the Project; and (xv) such other information as may be required for the Project or as specified in this Subcontract.

(b) CAMP and SUBCONTRACTOR shall, in each Purchase Order, designate a representative authorized to act on each party's behalf. SUBCONTRACTOR warrants that its designated representative has been duly authorized to act and to receive notice on SUBCONTRACTOR's behalf. SUBCONTRACTOR agrees that it shall promptly notify CAMP, in writing, of any change in address or in the authorized person to accept notice on behalf of SUBCONTRACTOR.

1.7 Contract Documents. The Contract Documents include this Subcontract, the Purchase Order, all attachments and exhibits to the Purchase Order, the Prime Contract, all change directives and change orders, additions and modifications, addenda, revisions, plans, drawings, specifications, details, exhibits, attachments, and all general, technical, supplementary and special terms and conditions, if any, to the extent applicable to the Subcontract Work, and all other documents listed in or referred to by the

Prime Contract. All such documents are hereinafter referred to as the "Contract Documents" and the same are hereby EXPRESSLY INCORPORATED BY REFERENCE and are made a part hereof. By signing this Subcontract, SUBCONTRACTOR confirms it has had the opportunity to examine all such documents and agrees that they shall be considered a part of this Subcontract. **SUBCONTRACTOR understands and agrees that its proposal, quote, estimate, or bid documents are not Contract Documents unless expressly stated in the Purchase Order.** Nothing in the Subcontract or the Prime Contract shall be construed to create a contractual relationship between persons or entities other than CAMP and the SUBCONTRACTOR. In the event of a conflict between the terms and conditions of this Subcontract and a Purchase Order, the terms of this Subcontract shall take precedence for the Work provided pursuant to the Purchase Order. Any Modifications or Change Orders to this Subcontract or a Purchase Order will govern over all other documents.

1.8 SUBCONTRACTOR Representations. SUBCONTRACTOR's acceptance of a Purchase Order is a representation that it has qualified and sufficient manpower and adequate equipment to perform the Work properly and expeditiously; suitable financial ability to competently perform the Work; and appropriate technical knowledge and experience to perform the Work. To the extent that the provisions of the Prime Contract apply to the Work of the SUBCONTRACTOR, CAMP shall assume toward the SUBCONTRACTOR all obligations and responsibilities that the Owner, under such documents, assumes toward CAMP, and SUBCONTRACTOR shall assume toward CAMP all obligations and responsibilities which CAMP, under such documents, assumes toward the Owner. In the event of a conflict in the obligations and responsibilities set forth in the Prime Contract and in this Subcontract, the document imposing the greater obligation or responsibility on SUBCONTRACTOR shall govern. SUBCONTRACTOR agrees it shall comply with Applicable Law, which for the purposes of this Subcontract, shall mean "any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive or other requirement having the force of law or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by any governmental authority, including any environmental requirements, whether taking effect before or after the Effective Date, in each case, as amended, revised, supplemented or otherwise modified from time to time.

1.9 Scope of Work. SUBCONTRACTOR is responsible for reviewing all Contract Documents, including, but not limited to, the plans and specifications and all documents necessary to determine its scope of Work. SUBCONTRACTOR is not relieved of responsibility for its scope of Work by the design professional's failure to follow a conventional specification format or failure to expressly indicate each and every related section. SUBCONTRACTOR agrees any items not expressly included shall be included in SUBCONTRACTOR's scope of Work if it is necessary, reasonably inferable, or incidental to the Work.

1.10 Extra Work and Omitted Work.

(a) CAMP may direct SUBCONTRACTOR in writing to make changes to SUBCONTRACTOR's Work. SUBCONTRACTOR shall submit to CAMP a lump sum proposal for such work before beginning the work. This proposal shall include a detailed cost breakdown for each component of the work, indicating both quantities and unit prices, and such proposal shall be submitted to CAMP not later than ten (10) calendar days after such proposal is requested by CAMP or such other time as is required by the Prime Contract. Written authorization from Camp's Director of Construction or Project Manager is a condition precedent to any obligation of CAMP to pay SUBCONTRACTOR for any changes. SUBCONTRACTOR's failure to obtain written authorization from CAMP prior to performing the work operates as a waiver for payment. Adjustment, if any, in the price or time resulting from changes shall be set forth in an amendment to the Purchase Orders.

(i) If SUBCONTRACTOR and CAMP cannot agree on the pricing of a change, then SUBCONTRACTOR agrees to perform the work and determine the value later, but SUBCONTRACTOR still must only perform such work if and only if it is authorized in writing by CAMP. CAMP shall make payment of all undisputed amounts. SUBCONTRACTOR shall provide any cost information reasonably requested by CAMP. SUBCONTRACTOR's provision of requested information is a condition precedent to payment. If no agreement on price is reached,

SUBCONTRACTOR may initiate dispute resolution procedures. SUBCONTRACTOR is not entitled to compensation or damages for any losses, including loss of profit or overhead, relating to any reduced or omitted Work.

(b) In the event that CAMP authorizes SUBCONTRACTOR to perform any such authorized extra work on an actual cost plus basis, SUBCONTRACTOR shall furnish each day to the representative of CAMP duplicate payroll sheets, time sheets, material tickets, statements, or slips for all other charges, retaining a copy of each, and securing on each the signature of CAMP's authorized representative. The signature of CAMP's authorized representative shall be for the purpose of acknowledging receipt only, and shall not constitute approval of the work or the amount of any such work. Such signed copies of payroll sheets, timesheets, material tickets, statements, and slips shall accompany all bills and vouchers presented with application for payment.

(c) If SUBCONTRACTOR believes that any order or direction by CAMP (or by Owner or the Architect) is a change to the Subcontract or Purchase Order affecting the cost or time of SUBCONTRACTOR's performance, SUBCONTRACTOR shall immediately advise CAMP's Superintendent (verbally and immediately) and shall also advise CAMP's Project Manager (in writing and within 48 hours). This notice shall be provided *via* email and U.S. Mail to the designated represented authorized to act on CAMP's behalf and shall include the date, time, and place of the order or direction, and the name of the person who issued it. The notice shall also identify any writings which relate to the change and advise why the SUBCONTRACTOR contends this is a change. SUBCONTRACTOR shall not perform any work pursuant to such order or directive until CAMP has had a chance to present SUBCONTRACTOR's claim of a change to the Owner, or CAMP directs SUBCONTRACTOR to proceed in writing. Any adjustment to the Subcontract cost or time shall be made in accordance with the provisions of this Subcontract. Notwithstanding any other provision in this Subcontract, SUBCONTRACTOR's failure to provide notice as required by this provision shall operate as a waiver of SUBCONTRACTOR's right to additional compensation or time as a result of any order or direction by Camp, Owner, or Architect.

(d) Should CAMP, during the execution of this Subcontract, remove any Work from this Subcontract, SUBCONTRACTOR will not perform the removed Work, and the Subcontract Price will be accordingly reduced. In computing the amount of the Contract Price reduction, the associated overhead and profit, as well as the cost of the removed Work, will be included. If the parties cannot agree on a reduction for the removed Work, the reduction will equal the reduction in the Prime Contract, if any, received by CAMP as an interim reduction for that removed Work..

(e) SUBCONTRACTOR will make any request for additional compensation in writing to CAMP not later than seven (7) calendar days after the occurrence on which such request is based, unless the Prime Agreement gives CAMP 7 calendar days or less to make claims to Owner, in which case SUBCONTRACTOR's time for making claims to CAMP will be 2 calendar days shorter than CAMP's time to make a claim to the Owner as provided in the Prime Contract. Such request shall be sent *via* email and U.S. Mail to the designated represented authorized to act on CAMP's behalf, and shall set forth in detail the circumstances on which it is based, including the reasons SUBCONTRACTOR claims it is entitled to such additional compensation, the calculations of such compensation, daily payroll records and material tickets evidencing the amounts claimed and daily logs evidencing any delay, the circumstances causing such delay, and the specific consequences to SUBCONTRACTOR of such delay. No claim for extension of time or delay shall be valid unless made in accordance with this Section and notice has been given in accordance with Paragraph 1.10(e).

(f) If SUBCONTRACTOR shall make any claim against CAMP for extra work or additional compensation, CAMP shall have the right to present any such claim or claims to Architect and/or Owner for determination and decision. In so doing, its action shall not be construed as an acknowledgment of the validity thereof, nor a waiver of any right of CAMP, and such action shall be without prejudice to any and every one of its rights. The decision of Architect and/or Owner shall be final and binding upon SUBCONTRACTOR to the same extent and purpose that it is final and binding on CAMP.

(g) No additional cost or time will be allowed for difficulties or inconveniences arising from mud, dust, water, ice, snow, wind, heat, cold, or similar natural or physical conditions, unless (i) the condition was unforeseeable; (ii) the condition could not have been reasonably anticipated by SUBCONTRACTOR; and (iii) CAMP receives extra cost or time (attributable to SUBCONTRACTOR) from Owner. Materials, tools, supplies, equipment, etc., belonging to or leased to SUBCONTRACTOR are its responsibility and no claim for missing or stolen property will be allowed. CAMP shall not be required to provide hoisting facilities or temporary power, water, or heat unless otherwise stated herein.

(h) In the event CAMP directs SUBCONTRACTOR to work overtime or premium time for which CAMP is obligated hereunder to reimburse SUBCONTRACTOR, SUBCONTRACTOR will perform such work and shall be reimbursed only for the difference between regular time and overtime for direct payroll cost and the related payroll taxes, insurance, and benefits, and shall not be entitled to any additional compensation for overhead or profit or for inefficiencies or declines in productivity. Nothing herein shall be construed to obligate CAMP to pay for any overtime work it has not approved in writing, or for any overtime work caused by failure of SUBCONTRACTOR to provide sufficient manpower or otherwise maintain the progress of SUBCONTRACTOR's work.

(i) If SUBCONTRACTOR is entitled to payment for extra work, its percentage fees (for overhead and profit combined) shall be: 10% for work performed by SUBCONTRACTOR's own forces and 5% for work performed by its sub-subcontractors and suppliers. Sub-subcontractors shall likewise be entitled to 10% for work performed by their own forces and 5% for work performed by their contractors and suppliers. No fee will be allowed on overtime premiums. Such percentages include all supervision above the foreman level, as well as all field office and other overhead. If the provisions of the Contract Documents limit overhead, profit, or other similar markups on subcontractors' extra work, or if they provide other percentage limitations, then such limitations shall apply and supersede the percentages identified above in this Paragraph.

(j) In the event that CAMP performs any of SUBCONTRACTOR's Work or pays for any of SUBCONTRACTOR's supplies or equipment or labor, CAMP shall be entitled to recover these costs from SUBCONTRACTOR, whether by deduction from payments due SUBCONTRACTOR or otherwise. In any such case, CAMP will be entitled to its costs incurred plus a mark-up of 15% for CAMP's administrative overhead. Nothing contained here shall limit CAMP's entitlement to other damages (including delay damages) which the SUBCONTRACTOR's action or inaction may have caused.

(k) SUBCONTRACTOR acknowledges that CAMP's field superintendents do not have the authority to authorize extra work or to relieve SUBCONTRACTOR of the requirements of the Subcontract or the Contract Documents. Extra work, or claims involving extra work, or claims which have not been issued as a written change order by CAMP, will not be authorized for payment nor shall they become a part of the Subcontract. **DO NOT PERFORM ANY EXTRA WORK WITHOUT A PROPERLY EXECUTED CONSTRUCTIVE CHANGE DIRECTIVE AND/OR A CHANGE ORDER FROM CAMP, signed by the Project Manager or a Director of Construction of CAMP.**

2.0 SUBCONTRACTOR's Responsibilities

2.1 SUBCONTRACTOR shall fully mobilize onto the Project as directed by CAMP's Superintendent.

2.2 **Time is of the Essence for all Work on Each Project.** SUBCONTRACTOR hereby agrees to perform and to coordinate its Work so as not to delay or interfere with CAMP's Project schedule as it may be modified from time to time. SUBCONTRACTOR recognizes that minor changes may be made in the schedule of Work and agrees to comply with such changes without additional compensation. If CAMP is assessed liquidated damages due in whole or in part to SUBCONTRACTOR, or is assessed damages resulting indirectly or directly from SUBCONTRACTOR's performance or failure to perform, then SUBCONTRACTOR shall bear the portion of damages, liquidated or otherwise, as reasonably allocated by CAMP. **Time is of the essence as to Subcontractor's completion of its Work in accordance with the Project schedule and other milestones included in the Purchase Order.**

2.3 Diligent Performance.

(a) SUBCONTRACTOR will commence, pursue diligently, and complete the Work and all requirements of this Subcontract in such sequence and order and according to such schedules as CAMP shall establish from time to time during the course of the Work, and shall perform the Work so as not to delay any other trades or contractors, as time is of the essence of this Subcontract. Any written dates for performance furnished by SUBCONTRACTOR and approved by CAMP or Owner for delivery of materials, samples, shop drawings, etc., shall become a part of this Subcontract. SUBCONTRACTOR shall immediately notify CAMP in writing of any interruption on the job or late delivery which causes or may cause a delay in SUBCONTRACTOR's performance. No extension of the completion date shall be permitted unless approved in writing by CAMP and Owner, and SUBCONTRACTOR shall be responsible for any losses or damages incurred as a result of delays in completing its work. SUBCONTRACTOR shall at all times maintain adequate manpower at the Project to progress the Work in accordance with the Project schedule. SUBCONTRACTOR shall work overtime or increase its manpower if deemed necessary, in the judgment of CAMP, to maintain the progress of the Work at no additional cost to CAMP, unless additional costs are approved in writing and in advance. Any such overtime or shift work required to maintain progress or to complete the work on a timely basis shall be at SUBCONTRACTOR's expense and shall not be charged to CAMP unless specifically authorized in writing by CAMP prior to the commencement of such overtime or shift work. SUBCONTRACTOR shall be bound to CAMP by the same liquidated damages provisions which binds CAMP to the Owner.

(b) "Substantial Completion" means the time when the Project (or a separate part of it) is ready for occupancy or use for its intended purpose or as otherwise defined in the Prime Contract. SUBCONTRACTOR agrees that the terms of the Contract Documents (and the Owner or Architect's determinations or interpretations) concerning Substantial Completion will be binding on the SUBCONTRACTOR.

(c) "Final Acceptance" means the time when the Project (or a separate part of it) is completed and accepted by the Owner. SUBCONTRACTOR agrees that the terms of the Contract Documents (and the Owner or Architect's determinations or interpretations) concerning Final Acceptance will be binding on the SUBCONTRACTOR.

2.4 No Damage for Delay. To the fullest extent allowed by Applicable Law, no payment or compensation of any kind shall be made by CAMP to the SUBCONTRACTOR for damages because of hindrance, delay, or disruption in the progress of the Work. An extension of time for completion shall be the sole remedy of the SUBCONTRACTOR; provided, however, that if, and only if, CAMP obtains additional compensation on account of such delays from Owner, the SUBCONTRACTOR shall be entitled to such portion of the additional compensation so received as CAMP deems due the SUBCONTRACTOR as is equitable under all of the circumstances. If CAMP prosecutes a claim against the Owner for additional compensation for any delay, the SUBCONTRACTOR shall cooperate fully with CAMP in the prosecution thereof and shall pay costs and expenses incurred in connection therewith, including actual attorneys' fees, to the extent the claim is made by CAMP at the request of the SUBCONTRACTOR.

2.5 Weekend Work. If SUBCONTRACTOR's forces are not able to complete a 40-hour work week by the close of regular business on Friday (for any reason, including weather), SUBCONTRACTOR shall continue to perform during the weekend if required and approved by CAMP so that its forces will work 40 hours during that week, to the maximum extent possible and without any additional charge under this Subcontract.

2.6 Standard of Care. Unless a more stringent standard is specified elsewhere in the Contract Documents, SUBCONTRACTOR shall perform all Work in a good and workmanlike manner and in strict accordance with the Contract Documents, including the plans and specifications, and in accordance with applicable industry standards. If professional services are required, SUBCONTRACTOR shall meet or exceed the standard of care applicable to professionals performing similar work in similar circumstances at the time and location of performance. Persons providing professional services shall be properly licensed in the applicable jurisdiction.

2.7 SUBCONTRACTOR's Inspection. Before commencing the Work, SUBCONTRACTOR shall visually inspect conditions which could affect the SUBCONTRACTOR's Work at the Project, and based on that inspection, shall provide notice to CAMP of any condition that could affect SUBCONTRACTOR's ability to satisfactorily complete the Work at the Project. The lack of such notice shall be an affirmative acknowledgement by SUBCONTRACTOR as to its ability to satisfactorily perform the Work without additional expense to CAMP. SUBCONTRACTOR is responsible to check and verify all necessary field dimensions, and, unless noted otherwise, all layouts for its Work. SUBCONTRACTOR shall promptly report to CAMP any nonconformity with applicable codes, rules, or regulations discovered or made known to SUBCONTRACTOR.

2.8 Acceptance of Previous Work. SUBCONTRACTOR's commencement of the Work is an acceptance that all previous work to which the SUBCONTRACTOR's Work is to be applied or attached is acceptable to the SUBCONTRACTOR and is in satisfactory condition to receive its work, resulting in quality workmanship which will be acceptable to the Owner, CAMP, and Architect. SUBCONTRACTOR's commencement of the Work, without written notification to CAMP of defects constitutes a waiver of all claims related to any defects.

2.9 Compliance with Laws. SUBCONTRACTOR shall comply with all federal, state and local laws, rules, regulations, standards and codes of any governmental body having jurisdiction.

2.10 Safety.

(a) SUBCONTRACTOR agrees it is fully responsible for the safety of, and that it shall strictly enforce performance of, safety procedures by its invitees, employees, and those for whom it may be legally liable. CAMP reserves the right, but does not have the obligation, to require SUBCONTRACTOR to comply with even more rigorous procedures and standards. SUBCONTRACTOR shall comply with all requirements of the Federal Occupational Safety and Health Act ("OSHA") in its most recent edition and shall require, in writing, the same compliance by any sub-contractor and/or supplier employed by it (at any tier) to perform work under this Subcontract. SUBCONTRACTOR shall take all reasonable safety precautions with respect to its work and shall comply with all safety measures initiated by CAMP or Owner, including (i) compliance with CAMP's site-specific safety policies and requirements, and (ii) undergoing CAMP's safety orientation program, if any. SUBCONTRACTOR will obey all Applicable Laws, rules, codes, ordinances, regulations, other requirements and orders of any public authority or Contractor for the safety of persons or property.

(b) The SUBCONTRACTOR shall report any injury or incident to any of SUBCONTRACTOR's employees at the Project to CAMP as soon as practicable, but in no event longer than within twenty-four (24) hours after such injury or incident occurs, or sooner if required by law.

(c) CAMP shall not be responsible for any additional SUBCONTRACTOR costs in complying with the provisions of this Section 2.10 beyond amounts included in the Subcontract Price. Should SUBCONTRACTOR fail to take adequate safety precautions as required by this Section 2.10, CAMP shall be entitled to implement required safety precautions it deems necessary, in the judgment of CAMP, and shall be entitled to recover all such costs from SUBCONTRACTOR.

(d) **SUBCONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD CAMP HARMLESS FROM ANY AND ALL CLAIMS AND DAMAGES INCLUDING, WITHOUT LIMITATION, OSHA FINES, PENALTIES, AND ATTORNEYS' FEES, AND/OR LIABILITY ARISING FROM SUBCONTRACTOR'S ACTIONS OR OMISSIONS.**

2.11 Hazardous Materials. SUBCONTRACTOR shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance, including, but not limited to, any element, constituent, chemical, substance, compound, or mixture, which are defined in or included under or regulated by any local state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up, or disclosure, except in accordance with applicable Environmental Laws. Further, in performing the Subcontract Work, SUBCONTRACTOR shall not cause any release of

hazardous substance into, or contamination of, the environment, including the soil, the atmosphere, and any ground water, except in accordance with applicable Environmental Laws. In the event SUBCONTRACTOR encounters any Hazardous Substance, or what SUBCONTRACTOR reasonably believes to be a Hazardous Substance, SUBCONTRACTOR shall immediately stop work in the area affected and report the condition to CAMP in writing. The Subcontract Work in the affected area shall not thereafter be resumed except by written authorization of CAMP if in fact a Hazardous Substance has been encountered and has not been rendered harmless. An extension of time shall be SUBCONTRACTOR's sole remedy for any delay arising out of the encountering of any Hazardous Substance at the Project site. **IN THE EVENT SUBCONTRACTOR ENGAGES IN ANY OF THE ACTIVITIES PROHIBITED IN THIS PARAGRAPH, SUBCONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CAMP, THE OWNER AND ARCHITECT, AND ALL OF THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION, COURT COSTS, PUNITIVE DAMAGES AND ATTORNEYS' FEES, ARISING OUT OF, INCIDENTAL TO OR RESULTING FROM THE ACTIVITIES PROHIBITED IN THIS PARAGRAPH.**

2.12 Payment of Taxes. SUBCONTRACTOR, as an independent contractor, agrees to assume full liability for and to pay any and all local, state, and federal taxes which may be due resulting from SUBCONTRACTOR's Work. **SUBCONTRACTOR indemnifies and holds harmless CAMP against all claims and taxes (including interest, penalties, and any other costs) which are claimed or assessed against CAMP in connection with or as a result of payments made to SUBCONTRACTOR under this Subcontract.**

2.13 Punchlists. SUBCONTRACTOR shall commence completion of punchlist Work within one business day of receipt of the punchlist. If SUBCONTRACTOR fails to start Work within one business day or fails to continuously and diligently prosecute the Work, without further notice CAMP or a third party may complete the Work and the costs shall be paid by the SUBCONTRACTOR or deducted from money due or to become due on any Purchase Order.

2.14 Clean Up. SUBCONTRACTOR shall clean up and remove dirt, trash, waste materials, packaging, and other debris accumulated in connection with the Work by collecting and removing this from the Project on a daily basis, or as directed by CAMP. Upon completion of the Work in each area, SUBCONTRACTOR shall sweep and otherwise make the area and immediate vicinity "broom clean." SUBCONTRACTOR shall also remove all of its tools, equipment, scaffolds, temporary structures, and surplus materials as directed by CAMP. At Substantial Completion and Final Completion, SUBCONTRACTOR shall clean and prepare the work for inspection and acceptance. In the event SUBCONTRACTOR fails to perform these obligations, CAMP may, at its sole discretion and without notice, perform this work or arrange for its performance at SUBCONTRACTOR's expense.

2.15 Discipline. SUBCONTRACTOR shall enforce discipline and good order among its employees, suppliers, and subcontractors engaged in the Work. CAMP may require SUBCONTRACTOR to remove from the Project any such employees, suppliers, subcontractors, supervisors, or others employed on the Work who CAMP may deem incompetent, improper, unsatisfactory, or a hindrance to progress of any work on the Project, whereupon any such employee, supplier, or subcontractor shall be so removed and shall not again be employed on any part of the Work without written consent of CAMP. SUBCONTRACTOR shall furnish, at SUBCONTRACTOR's expense and as permitted by Applicable Law, such materials including shirts, vests, and/or other apparel for the purposes of identification of SUBCONTRACTOR's personnel at the Project.

2.16 Discrimination. SUBCONTRACTOR will not engage in discriminatory employment practices in violation of any federal, state, or local law including any order or regulation of any agency authorized to enforce any such law. To the extent applicable, SUBCONTRACTOR will comply with Title VII of the Civil Rights Act of 1964, Executive Order 11246, and all additional orders, regulations, amendments, etc., pertaining thereto, including certification of non-segregated facilities. SUBCONTRACTOR will furnish such additional information, certifications, and policies as may be required by the Contract Documents, by Owner, or Applicable Law.

2.17 Employment Laws. SUBCONTRACTOR will comply with all applicable rules, regulations, and relevant orders of the Secretary of Labor, including those issued pursuant to the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, and the Americans With Disabilities Act of 1990.

2.18 Prevailing Wage Rates. SUBCONTRACTOR represents that it is aware of any prevailing wage requirements which may apply to the Project and that it will comply with any such requirements and will abide by the determination by Owner or other authority with respect to application and effect of such laws. SUBCONTRACTOR agrees to timely file any and all such reports as required by Applicable Law. **IN THE EVENT SUBCONTRACTOR FAILS TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH, SUBCONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CAMP, THE OWNER AND ARCHITECT, AND ALL OF THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND, INCLUDING, BUT NOT LIMITED TO, EXPENSES OF LITIGATION, COURT COSTS, PUNITIVE DAMAGES AND ATTORNEYS' FEES, ARISING OUT OF, INCIDENTAL TO OR RESULTING FROM SUBCONTRACTOR'S FAILURE TO COMPLY.**

2.19 Warranty. SUBCONTRACTOR agrees to execute and provide the Warranty and Assignment of Warranty document attached to the Purchase Order as Exhibit D. Such Warranty shall survive termination of the Subcontract or any Purchase Order for any reason with respect to Work performed through the effective date of such termination.

2.20 SUBCONTRACTOR Licensing. SUBCONTRACTOR is required to ensure it is in compliance with all applicable licensing requirements and to ensure it is regulated by all applicable state licensing boards as may be required by the laws where the Project is located or other Applicable Law. SUBCONTRACTOR represents that it now possesses and agrees that it shall at all times possess for the entire life of this Subcontract, all licenses required to lawfully perform the Work.

2.21 Sub-subcontractors and Suppliers.

(a) Unless otherwise stated in the Contract Documents or a particular Purchase Order, SUBCONTRACTOR, as soon as practicable after execution of a Purchase Order, shall furnish in writing to CAMP the names of the sub-subcontractors or suppliers for each of the principal portions of the Work. SUBCONTRACTOR shall not contract with any sub-subcontractor or supplier to whom CAMP has made reasonable written objection within five days after receipt of the SUBCONTRACTOR'S list of sub-subcontractors and suppliers. SUBCONTRACTOR shall not be required to contract with anyone to whom SUBCONTRACTOR has made reasonable objection.

(b) Contracts between SUBCONTRACTOR and any sub-subcontractors shall (1) require each sub-subcontractor, to the extent of the Work to be performed by the sub-subcontractor, to be bound to the SUBCONTRACTOR by the terms of the Contract Documents, and to assume toward the SUBCONTRACTOR all of the obligations and responsibilities which the SUBCONTRACTOR, by the Contract Documents, assumes toward CAMP and the Owner, and (2) allow the sub-subcontractor the benefit of all rights, remedies and redress against the SUBCONTRACTOR that the SUBCONTRACTOR, by the Contract Documents, has against CAMP.

3.0 Project Procedure

3.1 Communications. Unless otherwise provided in the Contract Documents or in the event of an emergency, SUBCONTRACTOR shall direct all communications related to the Project to be communicated through CAMP. The SUBCONTRACTOR will not deal directly with representatives of Owner, but shall handle all matters connected with this Contract, the Work, or the furnishing of the materials or payment therefore, exclusively through CAMP, unless otherwise directed in writing by CAMP. SUBCONTRACTOR agrees not to perform any Work on the Project directly for the Owner, Architect, or any other person or entity without first obtaining written approval from CAMP.

3.2 Samples. All materials supplied by the SUBCONTRACTOR shall conform strictly with the samples approved by CAMP. CAMP's decision regarding whether the materials supplied by SUBCONTRACTOR conform to the approved sample shall be final and binding.

3.3 Submittals. SUBCONTRACTOR shall timely submit to CAMP the materials, samples, manufacturers' specifications and information, shop drawings, and any other informational materials which are necessary to complete the Work. Submittals shall be submitted in the format and number requested by CAMP.

3.4 Submission of Material Data Sheets. SUBCONTRACTOR shall submit to CAMP all Material Safety Data Sheets required by law for materials or substances necessary for the performance of the SUBCONTRACTOR's Work. Material Safety Data Sheets shall be submitted prior to SUBCONTRACTOR's delivery of the material or substances to the Project.

3.5 Camp's Decisions. Should the plans, specifications, addenda, general conditions and supplementary general conditions conflict, or should a question arise as to whether any material or labor is included within the scope of Work, then SUBCONTRACTOR agrees that CAMP's decision, which shall be reasonable under the circumstances, shall be binding and final.

3.6 Assignment. SUBCONTRACTOR shall not assign or transfer the Subcontract, or any part thereof or any interest therein, or monies due to or become due, or modify any part of the Subcontract, without seeking the prior written consent of CAMP, which shall not be unreasonably withheld. If CAMP consents to any assignment or transfer of the Subcontract, any assignee of all or part of SUBCONTRACTOR's Work shall be bound to the same terms and conditions applicable to SUBCONTRACTOR. If CAMP is, for any reason, unable to complete a Project, SUBCONTRACTOR hereby offers to assign its rights and obligations under this Subcontract to Owner, at Owner's election.

3.7 Change in Name or Organizational Structure. SUBCONTRACTOR agrees that it shall promptly disclose to CAMP any (i) change in SUBCONTRACTOR's name; or (ii) material change in SUBCONTRACTOR's organizational structure or control. Such disclosure shall be made no later than 2 business days after the applicable change. Such notice shall be provided via email and U.S. Mail to the designated represented authorized to act on CAMP's behalf. Upon receipt of such notice, CAMP shall be entitled to (i) require SUBCONTRACTOR to execute a new Subcontract reflecting the updated information, with no additional compensation or time due and owing to SUBCONTRACTOR of any kind; or (ii) exercise any other rights under this SUBCONTRACT, including those set forth in Article 6. SUBCONTRACTOR agrees that any failure to provide the notice required by this provision shall be a material breach of this Subcontract.

4.0 Indemnification

4.1 TO THE FULL EXTENT PERMITTED BY LAW, SUBCONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND SAVE HARMLESS CAMP, OWNER, AND ARCHITECT, AND THEIR RESPECTIVE SURETIES, SUBCONTRACTOR PERFORMANCE INSURANCE CARRIERS, AND UNDERWRITERS, AGENTS, SERVANTS, AND EMPLOYEES, FROM AND AGAINST ANY CLAIM, COST, EXPENSE, OR LIABILITY (INCLUDING ATTORNEYS' FEES AND EXPENSES), ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO DAMAGE TO OR DESTRUCTION OF PROPERTY (INCLUDING LOSS OF USE THEREOF), CAUSED BY, ARISING OUT OF, RESULTING FROM, OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE WORK BY SUBCONTRACTOR, ITS PRIVES, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE OR THEIR RESPECTIVE AGENTS, SERVANTS, OR EMPLOYEES; PROVIDED, HOWEVER, THAT SUBCONTRACTOR'S DUTY HEREUNDER SHALL NOT ARISE IF SUCH INJURY, SICKNESS, DISEASE, DEATH, DAMAGE OR DESTRUCTION IS CAUSED BY THE ACTIVE NEGLIGENCE OF A PARTY INDEMNIFIED HEREUNDER.

4.2 SHOULD OWNER OR ANY OTHER PERSON ASSERT A CLAIM OR INSTITUTE A SUIT, ACTION, DISPUTE, OR PROCEEDING AGAINST CAMP INVOLVING THE MANNER OR SUFFICIENCY OF SUBCONTRACTOR'S PERFORMANCE OF THE WORK, SUBCONTRACTOR AND ITS SURETIES SHALL, UPON REQUEST OF CONTRACTOR, PROMPTLY ASSUME THE DEFENSE OF SUCH CLAIM, SUIT, ACTION, DISPUTE, OR PROCEEDING AT SUBCONTRACTOR'S AND ITS SURETIES EXPENSE, AND SUBCONTRACTOR AND ITS SURETIES SHALL INDEMNIFY AND SAVE HARMLESS CONTRACTOR AND ITS AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY LIABILITY, LOSS, DAMAGE, OR EXPENSE ARISING OUT OF OR RELATED TO SUCH CLAIM, SUIT, ACTION, DISPUTE, OR PROCEEDING.

4.3 SUBCONTRACTOR'S DUTY TO DEFEND, HOLD HARMLESS, AND INDEMNIFY SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUBCONTRACTOR OR ITS PRIVIES UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS. THE REQUIREMENTS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS SUBCONTRACT.

4.4 THE PARTIES HERETO ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT THAT ANY PORTION OF THIS INDEMNIFICATION PROVISION IS DEEMED VOID OR UNENFORCEABLE IN ANY ACTION OR PROCEEDING, THEN SUCH PORTION IS CONSIDERED SEVERABLE AND WILL NOT AFFECT THE REMAINING PORTIONS OF THIS PROVISION, WHICH WILL BE INTERPRETED SUCH THAT SUBCONTRACTOR WILL PROVIDE INDEMNIFICATION TO THE FULLEST EXTENT ALLOWED BY LAW.

4.5 SUBCONTRACTOR'S OBLIGATIONS UNDER THIS SECTION 4 SHALL SURVIVE THE COMPLETION OF THE WORK TO BE PERFORMED UNDER THIS AGREEMENT AND THE CANCELLATION OR EARLIER TERMINATION OF THE SUBCONTRACT.

5.0 SUBCONTRACTOR's Insurance Requirements

I. SUBCONTRACTOR's Insurance.

(a) Before commencing the SUBCONTRACTOR's Work, and as a condition precedent to payment for the Work, the SUBCONTRACTOR shall purchase and maintain insurance and provide a certificate of insurance evidencing the coverage set forth in Exhibit A to this Subcontract. The SUBCONTRACTOR is responsible to obtain insurance that will protect from the claims arising out of its operations under this Subcontract, whether the operations are by the SUBCONTRACTOR, or any of its consultants or sub-subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The SUBCONTRACTOR shall provide a complete copy of all applicable insurance policies, including all endorsements and exclusions, immediately upon receiving a request from CAMP.

(b) SUBCONTRACTOR shall not violate or knowingly permit any violation of any conditions or terms of the policies of insurance described in this Article 5. In the event SUBCONTRACTOR neglects, refuses, or fails to provide or maintain any of the insurance required under this Subcontract, if such insurance is canceled for any reason, or if SUBCONTRACTOR fails to provide an acceptable certificate of insurance evidencing the coverage set forth in Exhibit C, CAMP shall have the right, but not the obligation, to procure or maintain the same. In the event CAMP does procure or maintain such insurance, CAMP shall have, in addition to any and all other available remedies, the right to recover from SUBCONTRACTOR (including the right of set-off against sums otherwise due SUBCONTRACTOR) all of the costs associated with procuring or maintaining such insurance.

- (c) **II. Minimum Limits of Liability.** Unless different insurance requirements are specifically set forth by a Purchase Order, which shall control over the provisions of this Exhibit C, SUBCONTRACTOR shall maintain at least the insurance limits of liability from an insurance company satisfactory to CAMP, the Owner, and their parent companies, subsidiaries and affiliated companies, as set forth below. The designation of the risk category applicable to SUBCONTRACTOR shall be made by Camp in each Purchase Order.

(A) Normal Risk Trades: General Labor, Carpenters, Flooring, Cleaning, Painting Windows, or any trades not included in risk levels B or C below:	
General Liability	\$1,000,000 Occurrence \$1,000,000 Personal & Adv Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Ops
Auto Liability	\$100,000 Bodily Injury (Per person) \$300,000 Bodily Injury (Per accident) \$50,000 Property Damage (per person)
Workers Compensation	\$500,000 Each Accident, \$500,000 Disease – Each Employee \$500,000 Disease – Policy Limit OR valid exemption certificate
(B) High Risk Trades: M.E.P., Fire Suppression, Welding, Roofing, Framing, Scaffolding Erection and/or use of Cranes & Lifts:	
General Liability	\$1,000,000 Occurrence \$1,000,000 Personal & Adv Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Ops
Auto Liability	\$100,000 Bodily Injury (Per person) \$300,000 Bodily Injury (Per accident) \$50,000 Property Damage (per person)
Workers Compensation	\$500,000 Each Accident \$500,000 Disease – Each Employee \$500,000 Disease – Policy Limit
(C) Specialty/Professional Trades: Building Demolition, Security Services, Environmental Remediation Contractors:	
General Liability	\$1,000,000 Occurrence \$1,000,000 Personal & Adv Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Ops
Umbrella Limit (Building Demo)	\$5,000,000 Occurrence \$5,000,000 General Aggregate
Umbrella Limit (Security)	\$1,000,000 Occurrence \$1,000,000 General Aggregate
Auto Liability	\$100,000 Bodily Injury (Per person) \$300,000 Bodily Injury (Per accident) \$50,000 Property Damage (per person)

Workers Compensation	\$500,000 Each Accident, \$500,000 Disease – Each Employee \$500,000 Disease – Policy Limit
Pollution (Building Demo)	\$1,000,000 Occurrence \$2,000,000 General Aggregate

III. Additional Insured. The insurance policies set forth above shall be endorsed to add CAMP, the Owner, and their parent companies, subsidiaries and affiliated companies as additional insureds on a primary and non-contributory basis and shall be endorsed to provide notice to CAMP, in writing, by registered mail, at least thirty (30) days prior to the termination and before any changes are made in any policy which change restricts or reduces the insurance provided. The insurance carried by SUBCONTRACTOR naming CAMP and the Owner as additional insureds shall be primary over any insurance policies carried by CAMP and the Owner. The Additional Insured endorsement on the SUBCONTRACTOR'S General Liability and Umbrella Liability policies shall include coverage for "products and completed operations" for the Additional Insureds (CAMP, the Owner and their parent companies, subsidiaries and affiliated companies). The Additional Insured endorsements required by this Paragraph shall be on unmodified ISO form CG 20 10 11 85 or a combination of unmodified ISO forms CG 20 10 10 01 and CG 20 37 10 01. It is the intent of this Subcontract that Additional Insured status shall include coverage for completed operations, ongoing operations and for the concurrent or sole negligence of CAMP, the Owner and their respective parent companies, subsidiaries, and affiliated companies.

IV. Waiver of Subrogation. SUBCONTRACTOR waives and shall require all of its sub-subcontractors and suppliers to waive all rights against CAMP and the Owner, their officers, directors, shareholders, employees, agents, CAMP's surety, and all parties whom CAMP is required to insure pursuant to the terms of the Contract Documents, for recovery of damages to the extent such damages are covered by the Workers' Compensation, Employer's Liability, Commercial General Liability, Automobile Liability, or Umbrella or Excess Liability insurance obtained by SUBCONTRACTOR in accordance with this Subcontract, the Contract Documents, and any Purchase Order.

V. Worker's Compensation Coverage. By signing this Subcontract, SUBCONTRACTOR represents to CAMP and to the Owner that all employees, sub-subcontractors, suppliers, and vendors of SUBCONTRACTOR who will provide services on the Project will be covered by worker's compensation coverage for the duration of the Project where required by law, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the Insurance Commissioner's Division of Self-Insurance Regulation (or other appropriate division).

VI. Builder's Risk Insurance. Builder's Risk Insurance may be carried by CAMP. If applicable, CAMP's Builder's Risk Insurance shall meet with the requirements of the Contract Documents and shall extend to the Work performed under this Subcontract, but in no case does it apply to or cover any tools or equipment not to become a permanent part of the Work. Any loss of tools or equipment owned or used by the SUBCONTRACTOR shall be the exclusive and sole responsibility of the SUBCONTRACTOR. SUBCONTRACTOR shall be responsible for any deductible or portion thereof of the above-mentioned Builder's Risk Insurance proportionate to SUBCONTRACTOR's percentage of fault for any loss.

VII. Number of Policies. Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

VIII. CGL Excess Insurance. The CGL and Excess Insurance policies of SUBCONTRACTOR shall provide coverage for electronic data liability through form CG 04 37 or the equivalent subject to the full limits of liability provided by the general liability and excess policies. Neither the CGL nor excess policy is permitted to include any of the endorsements set forth below:

- Contractual Liability Limitation CG 21 39
- Amendment of Insured Contract Definition CG 24 26
- Limitation of Coverage to Designated Premises or Project CG 21 44
- Exclusion—Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43
- Exclusion—Damage to Work Performed by Subcontractors on Your Behalf, CG 22 94 or CG 22 95
- Any Classification Limitation
- Any Construction Defect Completed Operations Exclusion
- Any Endorsement Modifying the Employer's Liability Exclusion or Deleting the Exception to it
- Any Endorsement Modifying or Deleting Explosion, Collapse or Underground Coverage
- Any Habitational or Residential Exclusion
- Any Punitive Damages Exclusion

IX. Deductible Contribution. SUBCONTRACTOR agrees it shall be responsible for any deductible paid by CAMP for any insurance claim by CAMP to the proportionate extent that SUBCONTRACTOR's negligence is determined to be the sole or contributory cause of the loss that is the subject of the claim.

6.0 Termination of This Subcontract and/or Purchase Orders

6.1 Default. In the event SUBCONTRACTOR shall in the judgment of CAMP, (i) fail to pay, when due, for materials, supplies, labor, or other items purchased or used in connection with the work, (ii) fail to pursue with promptness and diligence the work in accordance with this Subcontract and/or the schedules established by CAMP, (iii) fail to supply a sufficiency of properly skilled and qualified supervisors, workmen, or a sufficient quantity of materials, tools, equipment, or supplies of the proper quality (including failure occasioned by a strike, picketing, boycott, or other cessation of work by SUBCONTRACTOR's employees), (iv) interfere with or disrupt, or threaten to interfere with or disrupt the operations of CAMP, Owner, or any other laborer, materialman, supplier, subcontractor, or other person working on the job, whether by reason of any labor dispute, picketing, boycotting, or by any other reason, (v) fail to perform the obligations described in Article 2; (vi) abandon or fail in any respect to prosecute with promptness and diligence the work covered by this Subcontract, any Purchase Orders, or any other contract, agreement or otherwise between CAMP and SUBCONTRACTOR, or (vii) commit any material breach of this Subcontract, then any such event shall immediately with no further action or notice required on the part of CAMP (or if notice is required by law, then 48 hours after written notice to SUBCONTRACTOR), constitute a default by SUBCONTRACTOR under this Subcontract, and any such event shall be a breach of this Subcontract. CAMP may give SUBCONTRACTOR written notice of default. Upon receipt of such notice, SUBCONTRACTOR shall have twenty-four (24) hours in which to cure any such default. Provided, however, that if, in the reasonable judgment of CAMP, such default cannot be cured within a twenty-four (24) hour period after such notice, CAMP may notify SUBCONTRACTOR of default but SUBCONTRACTOR may not have any right to cure such default, in the discretion of CAMP. It is understood that if SUBCONTRACTOR is in default regardless of whether CAMP has exercised its rights under this Paragraph, then no further payments shall be due SUBCONTRACTOR unless and until the default is

remedied and all CAMP's costs (plus a markup of 15% for administrative burden) and the expenses referenced in Paragraph 6.3 are paid.

6.2 Termination for Cause. In the event of (i) a default for which there is no right to cure as provided hereinabove, or (ii) the expiration of the twenty-four (24) hour period set forth hereinabove without all such defaults having been fully cured, CAMP may, at its sole option, terminate this Subcontract, take possession of all or any materials, supplies, equipment and tools pertaining to this job whether on the job site, in SUBCONTRACTOR's shop or in transit, and may make independent arrangements for completion of the Work. The completion cost, as well as any other costs, damages, or expenses, including CAMP's legal fees, attorneys' fees, and expenses, if any, incurred as a result of such default shall be charged against any unpaid balance due to SUBCONTRACTOR under this Subcontract, any Purchase Order, or under any other agreement between CAMP and SUBCONTRACTOR; and, if said total costs, damages or expenses shall exceed the balance due, SUBCONTRACTOR will pay the amount of said excess upon demand of CAMP. SUBCONTRACTOR's materials, supplies, equipment, and tools on site or in transit may be used by CAMP in completing the job and may be incorporated into the improvements being constructed. With respect to any of such items incorporated into the Project, or consumed in the Work, the net reasonable value of the same as of the date of taking shall be taken into account in the calculation of the completion costs. With respect to any such items which are not so incorporated or consumed, or which have a salvage value, CAMP may, at its option, (i) assume title to the same or any part of the same, as of the date of default and take into account the net reasonable value thereof as of the date of taking in the calculation of the total completion cost, damages, and expenses or (ii) return the same to SUBCONTRACTOR and take into account the net reasonable value of the same thereof by CAMP in the calculation of the said total completion cost, damages, and expenses. As used in the preceding sentences, the phrase "net reasonable value" of any items shall mean the reasonable value after deducting all amounts which have been paid to SUBCONTRACTOR on account thereof.

6.3 Right to Supplement. In addition to the other remedies specified in this Subcontract, CAMP may immediately, in the event of default or failure of SUBCONTRACTOR to perform its obligations, provide or arrange for the provision of such labor, equipment and/or materials necessary to continue and complete (any or all of) the work contracted for at SUBCONTRACTOR's cost and expense, and apply any and all funds due or to become due to SUBCONTRACTOR therefor, all without terminating, rescinding or voiding this Subcontract or releasing SUBCONTRACTOR from any liability hereunder or from any damages caused by SUBCONTRACTOR's failure to perform.

6.4 No Waiver of Right to Terminate. CAMP's failure to terminate this Subcontract in the event of SUBCONTRACTOR's delay shall not preclude CAMP from exercising the right of termination at a later time, and shall not be construed as a waiver of SUBCONTRACTOR's obligation to reimburse CAMP for any costs, damages, or expenses incurred as a result of such delay.

6.5 Termination of Prime Contract. In the event that Owner terminates the Prime Contract, SUBCONTRACTOR shall immediately stop work. In such event, CAMP may terminate this Subcontract under Paragraph 6.6 and SUBCONTRACTOR will be entitled to compensation for its work properly performed up to the date of notice of termination, subject to CAMP's offsets, under the terms of Paragraph 6.6, plus such additional costs necessitated by the termination, together with a reasonable overhead and profit on such work. In the event that Owner terminates the Prime Contract, the Owner's payment of the funds described herein to CAMP is a condition precedent to any obligation of CAMP to pay SUBCONTRACTOR. SUBCONTRACTOR will be bound by any and all provisions in the Prime Contract respecting assignment of this Subcontract, renegotiation, cancellation, or termination.

6.6 Termination for Convenience. CAMP may terminate SUBCONTRACTOR for CAMP's convenience for any reason or for no reason, including, but not limited to, payment difficulties with Owner, difficulties in obtaining SUBCONTRACTOR's cooperation in the performance of any of SUBCONTRACTOR's obligations, or any other circumstances which would justify Termination for Convenience under the Federal Acquisition Regulations of the United States Government, and in all cases without the requirement to prove a default under this Subcontract. CAMP shall have the right to terminate for convenience SUBCONTRACTOR's performance of all or a part of the Subcontract Work by providing

SUBCONTRACTOR with a written notice of termination for convenience, to be effective upon receipt by SUBCONTRACTOR. In the event of a Termination for Convenience, SUBCONTRACTOR shall immediately stop work and shall be entitled to payment for all Work performed satisfactorily under (and in accordance with) this Subcontract, together with any direct job-site costs related to the termination. In such an event, CAMP shall be entitled to take over any materials or supplies which SUBCONTRACTOR has had delivered to the Project (or has contracted for) provided that CAMP shall pay SUBCONTRACTOR the cost of such materials or supplies.

6.7 Recoverable Costs for Termination for Convenience. In the event of termination under Paragraphs 6.5 or 6.6, SUBCONTRACTOR shall have the right to payment only of costs incurred for Work actually performed upon and in accordance with the Subcontract through the date of notice of termination, less (i) amounts paid to date, (ii) any costs of (or credited for) correction, and (iii) CAMP's offsets. Such payment shall not exceed the amount earned to date on the Subcontract Work less previous payments. For purposes of this Subcontract, the term "costs" shall include only personnel and overhead based at the Project site.

6.8 Conversion of Termination for Cause to Termination for Convenience. In the event that it is determined by a court or tribunal having jurisdiction over disputes between CAMP and SUBCONTRACTOR that CAMP wrongfully exercised any of its rights under Article 6 of this Subcontract, then SUBCONTRACTOR's sole and exclusive remedy shall be compensation as described in Paragraph 6.7. SUBCONTRACTOR waives all other damages, actual or consequential.

6.9 Adequate Assurance. Camp may at any time request SUBCONTRACTOR to provide adequate assurance of SUBCONTRACTOR's ability to complete the Project, SUBCONTRACTOR's financial capability, and/or SUBCONTRACTOR's ability to secure appropriate labor, supplies, equipment or materials. CAMP shall at all times be entitled to demand SUBCONTRACTOR provide adequate assurance of SUBCONTRACTOR's payment to its subcontractors, suppliers, materialmen, or any other person or entity who has performed Work under this subcontract and may have a direct right of action against CAMP or the Project, including SUBCONTRACTOR's employees' wage statements and payroll records as permitted or required by Applicable Law. CAMP may request this assurance be provided to it in any form reasonably deemed necessary by CAMP and SUBCONTRACTOR's failure to provide such assurance with a form and content satisfactory to CAMP shall constitute a material breach of this Subcontract and be independent cause for CAMP's termination of this Subcontract, under Paragraph 6.2 or supplementing SUBCONTRACTOR's forces under Paragraph 6.3.

6.10 Notice to Camp of Default. If SUBCONTRACTOR contends for any reason that Camp is in default under this Subcontract, SUBCONTRACTOR shall immediately, but in no event later than twenty-four (24) hours following the circumstances forming the basis for such contention, (i) give Camp written notice thereof, sent *via* email and U.S. Mail to the designated representative authorized to act on CAMP's behalf, setting forth in writing all details, and attaching copies of all related documentation in the SUBCONTRACTOR's possession concerning such circumstances, and (ii) provide Camp reasonable opportunity to cure any such contended default before the SUBCONTRACTOR exercises any right it may have to declare Camp in default, or to suspend or terminate SUBCONTRACTOR's performance hereunder. In no event shall Camp's failure to pay SUBCONTRACTOR be considered a material default under this Subcontract unless Camp fails to cure within five (5) business days following Camp's receipt of SUBCONTRACTOR's written notice that Camp's payment is past due according to the terms of this Subcontract. SUBCONTRACTOR's failure to provide any notice required under this clause shall constitute a waiver of the SUBCONTRACTOR's right to terminate this Subcontract as a result thereof.

6.11 Identification of Subcontractors and Suppliers. In the event this Subcontract or any Purchase Order between SUBCONTRACTOR and CAMP is terminated for any reason whatsoever, or upon reasonable request from CAMP, SUBCONTRACTOR shall provide to CAMP, within 2 business days of CAMP's request, a list of all sub-subcontractors of any tier, suppliers, and other vendors retained by SUBCONTRACTOR for the Work or any part of it, whether by written or verbal contract or agreement or otherwise, along with the amount of compensation paid and any amounts owed to each sub-subcontractor,

supplier, or vendor. This obligation shall survive the termination of this Subcontract and/or any Purchase Order.

7.0 Payment

7.1 Progress Payments. Unless different payment terms are specifically set forth by a Purchase Order, which shall control over the provisions of this Paragraph 7.1 of the Subcontract, and subject to the conditions and CAMP's rights of offset set forth below, progress payments shall be made by CAMP to SUBCONTRACTOR within ten (10) days after CAMP receives a complete application for payment from SUBCONTRACTOR in compliance with the requirements of this Article 7. Payment schedule is subject to revision in accordance with major holidays. Final payment, including retainage, shall only become due and payable to SUBCONTRACTOR in accordance with the terms of Paragraph 7.3 below.

7.2 Conditions Precedent to Payment. SUBCONTRACTOR shall submit to CAMP on or before 12:00 p.m., noon each Tuesday, or as otherwise directed by CAMP, or as set forth in the Purchase Order, an invoice for work performed in a form satisfactory to CAMP. SUBCONTRACTOR's invoice must include a conditional release of all liens through and including SUBCONTRACTOR's invoice in the form provided by CAMP attached to the applicable Purchase Order, a listing of the identities and contact information for all of SUBCONTRACTOR's sub-subcontractors of any tier, suppliers, and vendors, and any other documents required by the Prime Contract. Failure to submit a compliant invoice by the designated date and time shall result in SUBCONTRACTOR's work not being included in the then current CAMP invoice to the Owner.

7.3 Final Payment. Unless different payment terms are specifically set forth by a Purchase Order, which shall control over the provisions of this Paragraph 7.3 of the Subcontract, the following conditions must be satisfied for final payment, including retainage, and less any offsets made by CAMP: (1) SUBCONTRACTOR has fully performed its obligations hereunder, (2) acceptance of the Work by Owner, (3) Subcontractor has furnished all lien waivers and releases and other documents that may be required by the Subcontract, the Purchase Order, and the Prime Contract, and (4) CAMP's receipt of Final Payment under the Prime Contract. Final payment shall be payable from CAMP to SUBCONTRACTOR seven (7) days after CAMP receives payment from the Owner for the Work performed by SUBCONTRACTOR for which payment has been made, subject to any offsets made by CAMP in accordance with the Subcontract.

7.4 Offsets. Before paying any amount due to SUBCONTRACTOR, CAMP is authorized to deduct (or offset) an amount equal to 110% of (i) any and all sums or obligations which SUBCONTRACTOR owes to CAMP, (ii) costs necessary to complete and/or correct the Work to be performed under this Subcontract, (iii) any amounts CAMP deems necessary (in its sole judgment) to reserve in order to protect CAMP or others against claims made regarding SUBCONTRACTOR's work or payments claimed due by sub-subcontractors, suppliers, vendors, materialmen to SUBCONTRACTOR, or any other person or entity who has performed Work under this Subcontract and may have a direct right of action against CAMP or the Project, (iv) any and all sums or obligations necessary as a result of CAMP anticipating that SUBCONTRACTOR is, or may be in default of its obligations under this Subcontract, any Purchase Orders, or any other agreement between the SUBCONTRACTOR and CAMP (or an affiliate of CAMP), or (v) any and all liabilities or claims (liquidated or unliquidated), which CAMP has or may have against SUBCONTRACTOR, arising (a) under or relating to this Subcontract and any Purchase Orders, or (b) under any other contract or agreement between SUBCONTRACTOR and CAMP (or an affiliate of CAMP) relating to the Project or any other project, or, (c) from any other liability or obligation of SUBCONTRACTOR to CAMP (or an affiliate of CAMP) arising from the Project or any other project.

7.5 Payments Made in Trust. SUBCONTRACTOR shall accept payments made to SUBCONTRACTOR as being made in trust, for the benefit of SUBCONTRACTOR's sub-subcontractors and suppliers who have performed the work which made such payments possible. SUBCONTRACTOR shall promptly use payments made by CAMP to pay its subcontractors and suppliers. SUBCONTRACTOR shall promptly make certain that all of its subcontractors and suppliers (at any tier) are paid for all work

performed, all materials and all equipment supplied, to the same extent (and in the same percentage) as SUBCONTRACTOR has been paid. SUBCONTRACTOR shall sign and provide CAMP with releases in the form attached to the Purchase Order as applicable. All payments made by CAMP under this Subcontract shall be considered made in Harris County, Texas.

7.6 Payment Does Not Relieve SUBCONTRACTOR's Obligations. No payment by CAMP to SUBCONTRACTOR or for its account shall relieve SUBCONTRACTOR of its obligation to perform all of its obligations under this Subcontract in accordance with this Subcontract, any Purchase Orders, and the Contract Documents. Monthly or other interim payments to SUBCONTRACTOR do not prove (or otherwise reflect) that the Work paid for has been performed properly or timely or in accordance with the Contract Documents. No payment to SUBCONTRACTOR shall prevent CAMP from enforcing its right to have SUBCONTRACTOR perform the Work in proper quality, timing, or sequence, and no payment shall prevent CAMP from enforcing its right to have SUBCONTRACTOR remove and/or replace any defective work, or prevent CAMP from enforcing its right to supplement SUBCONTRACTOR's work or to enforce such other remedies as are provided for under this Subcontract. The issuance of a payment will not be a representation that CAMP has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) reviewed copies of requisitions received from sub-subcontractors and material suppliers and other data requested by CAMP to substantiate SUBCONTRACTOR's right to payment. CAMP's acceptance shall not act as an acceptance of defective Work or as a waiver of SUBCONTRACTOR's obligations under this Subcontract.

7.7 Additional Payment Terms. Additional Terms of CAMP's payment shall be specified in the Purchase Order. Unless otherwise expressly stated, the Price stated in the Purchase Order shall apply to all Work for that Project. SUBCONTRACTOR hereby agrees to submit all pay applications, or time and material tickets reasonably requested by CAMP and/or required by the Prime Contract, in a form acceptable to CAMP. Final payment shall be made upon Final Acceptance of the Project, and acceptance of final payment by SUBCONTRACTOR shall operate as a waiver of any and all claims against CAMP and the Owner.

7.8 Time and Materials Basis. If CAMP directs SUBCONTRACTOR to perform any Work on a Time and Materials (T&M) basis, the following provisions shall apply:

(a) SUBCONTRACTOR shall obtain written authorization before performing any work on a T&M basis. SUBCONTRACTOR must obtain the signature of CAMP's authorized representative for each T&M daily ticket. CAMP's authorized representative shall be the Project Manager or Director of Construction, the General Superintendent, or Assistant Superintendent assigned as the primary point of contact directing the work of the SUBCONTRACTOR. Once CAMP's authorization is given, SUBCONTRACTOR shall submit daily tickets for all T&M work. SUBCONTRACTOR shall not be entitled to payment for any T&M tickets which have not been signed by CAMP's authorized representative. The signature of CAMP's authorized representative shall not be deemed to constitute agreement that the Work on the T&M ticket has been performed in accordance with the requirements of the Contract Documents or that the Work on the T&M ticket was reasonably required to complete the overall Work.

(b) If SUBCONTRACTOR is authorized in writing prior to performing work on a T&M basis, the SUBCONTRACTOR's daily T&M tickets shall include, at a minimum, the following information:

- (i) the date on which the Work was performed;
- (ii) a detailed description of the Work performed;
- (iii) the location of the Work performed;
- (iv) the name of CAMP's representative authorizing such Work to be performed;
- (v) names, man-hours, and labor rates for all labor performed, with separate identification of straight and overtime hours;
- (vi) descriptions and costs for each item of materials used to perform the Work;

- (vii) descriptions and costs for each item of equipment used to perform the Work; and
- (viii) the signature of CAMP's authorized representative.

(c) SUBCONTRACTOR shall not include more than one (1) day's work on any one (1) T&M ticket.

(d) To the maximum extent allowed by Applicable Law, the reasonableness of SUBCONTRACTOR's T&M charges shall be determined by a review of the overall Work performed, and not whether the unit rates that were utilized were agreed or appropriately utilized.

7.9 Payment to Sub-Subcontractors and Suppliers. SUBCONTRACTOR shall make prompt payment to all sub-subcontractors, vendors, and materialmen, and shall be solely responsible for payment of any penalties arising from its failure to make timely payment. CAMP reserves the right, but has no obligation, to make payment by joint check or directly to SUBCONTRACTOR and its sub-subcontractors, vendors, or materialmen. SUBCONTRACTOR agrees that CAMP, in its sole discretion, may pay the SUBCONTRACTOR's sub-subcontractors, material suppliers, materialmen, or any other person or entity who has performed Work under the Subcontract and may have a direct right of action against CAMP or the Project by joint check or directly at CAMP's sole discretion. Nothing contained in the preceding sentence or elsewhere in this Subcontract shall obligate CAMP to make payments by joint check or directly, nor shall said provisions give third parties any claim or right of action against CAMP.

7.10 Subcontracts Not Subject to Master Subcontract Agreement. SUBCONTRACTOR and CAMP acknowledge that the need may arise to form a subcontract which is not subject to the payment terms set forth in section 6.11 of this Subcontract. SUBCONTRACTOR and CAMP expressly acknowledge that, in such circumstances, and where expressly provided by the subcontract, the payment terms of such agreement shall replace and control over the payment terms of this Subcontract.

7.11 Prompt Payment Act. To the extent allowed by Applicable Law, the terms and conditions in this Subcontract supersede or modify the provisions of any Prompt Payment Act or other Applicable Law concerning the timing of payments from general contractors to subcontractors.

8.0 Lien and Bond Claims

8.1 Waiver of Liens. SUBCONTRACTOR will execute such specific releases and/or waivers of liens and lien rights (and bond claim rights) as may be requested by CAMP. CAMP shall provide with each Purchase Order the form of the releases and/or waivers of liens that SUBCONTRACTOR shall use. SUBCONTRACTOR shall promptly apply all payments made hereunder to SUBCONTRACTOR's cost for labor and materials for the Project and shall further take any and all necessary actions to keep the Project free and clear of all claims for liens. In the event that any person furnishing labor or materials to SUBCONTRACTOR files a lien claim (or a notice of intent to place a lien, or a claim on CAMP's payment bond), SUBCONTRACTOR shall promptly take all necessary steps to have such notice withdrawn. Such steps shall include, if requested by CAMP, the posting of a bond around the lien or other security satisfactory to CAMP. CAMP may also elect to pay claimant directly, or, to issue a joint check to SUBCONTRACTOR and claimant. In the event that Subcontractor does not fulfill its obligations under this Article 8, CAMP may take all actions which it deems reasonable or necessary to protect the Project from liens or bond claims and the costs of any such actions (including attorneys' fees), shall be paid by SUBCONTRACTOR or deducted from amounts payable by CAMP to SUBCONTRACTOR under this Subcontract, any Purchase Order, or any other agreement or circumstance.

8.2 Lien and Bond Claims. SUBCONTRACTOR agrees to cooperate with CAMP in assessing the validity of any sub-subcontractor or supplier claims that are asserted against CAMP and/or the Project. CAMP shall have sole discretion in determining whether to pass through such claims to the Owner and the amount of any resolution by settlement with the Owner. To the extent such claims relate to amounts paid by CAMP to SUBCONTRACTOR but not paid by SUBCONTRACTOR to the sub-subcontractor or supplier and CAMP must pay such claims to resolve them, such amounts paid by CAMP

shall be deducted from amounts payable by CAMP to SUBCONTRACTOR under this Subcontract, any Purchase Order, or any other agreement or circumstance.

8.3 Indemnification for Lien and Bond Claims. Notwithstanding the other remedies which CAMP has under this Subcontract, **SUBCONTRACTOR WILL INDEMNIFY, DEFEND, AND HOLD CAMP HARMLESS FROM ANY AND ALL DAMAGES OR CLAIMS ARISING OUT OF OR RELATING TO SUBCONTRACTOR'S PAYMENT (OR NONPAYMENT) TO ITS SUBCONTRACTORS OR SUPPLIERS AT ANY TIER, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND THE COSTS AND EXPENSES OF LITIGATION OR ARBITRATION.**

9.0 Progress Meetings

9.1 Progress Meetings. SUBCONTRACTOR's attendance at weekly progress meetings is mandatory to ensure proper coordination of SUBCONTRACTOR's work with other trades. SUBCONTRACTOR may be required to begin attendance one (1) week prior to the time it is required to begin performing Work on the site, or such earlier or other time as CAMP may direct. CAMP shall have the right to require a SUBCONTRACTOR's representative at any and all other meetings, whether called by Owner, CAMP, or others. SUBCONTRACTOR's representatives at each meeting will include at least one person who is authorized to act on behalf of SUBCONTRACTOR in that meeting.

10.0 Dispute Resolution

10.1 Disputes Involving the Owner. In the event of a dispute between SUBCONTRACTOR and CAMP relating to this Subcontract (or breach thereof) which involves corresponding rights or duties of Owner, then the dispute shall be decided in accordance with the Contract Documents. In such case, SUBCONTRACTOR and its sureties (if any) shall be bound to CAMP to the same extent and in the same form that CAMP is bound to the Owner by the terms of the Contract Documents, including any requirement to arbitrate, and by any decisions or determinations made thereunder; by an authorized person, arbitrator, board, court, or other tribunal, whether or not SUBCONTRACTOR is a party to such proceeding. If such dispute is prosecuted or defended by CAMP against Owner under the terms of the Prime Contract or in any court action, arbitration, or other proceeding, SUBCONTRACTOR shall be afforded a reasonable opportunity to present evidence involving its rights and shall have the duty to cooperate with CAMP. SUBCONTRACTOR agrees to: furnish to CAMP at no cost to CAMP all documents, statements, witnesses, and other information required by CAMP for such purpose; to fully cooperate with and assist CAMP with respect thereto; and to pay or reimburse CAMP for all expenses and costs (including, without limitation, attorneys' fees), if any, incurred by CAMP in connection therewith. If the board, arbitrator, court, or tribunal will not allow SUBCONTRACTOR to present evidence directly, then SUBCONTRACTOR shall provide evidence to CAMP. SUBCONTRACTOR will exhaust all remedies available under the Contract Documents through CAMP and in accordance with this Paragraph prior to commencing any litigation, arbitration, or any other action against CAMP.

10.2 Mediation with SUBCONTRACTOR. In the event any controversy or dispute arises between SUBCONTRACTOR and CAMP relating to this Subcontract (or a breach thereof), which dispute or controversy does not involve the correlative rights and duties of the Owner, SUBCONTRACTOR shall request mediation of the dispute with CAMP and the parties shall attempt in good faith to mediate the dispute. Mediation of the dispute shall be a condition precedent to any further rights that the SUBCONTRACTOR has to the resolution of the dispute. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Subcontract. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to this Subcontract. The mediation process shall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above. Venue of any mediation, whether pursuant to this provision or otherwise, shall be in a mutually convenient location agreed upon by the parties, or in the

absence of agreement, any mediation shall take place at or near a major city in the United States nearest where the work was performed.

10.3 Arbitration with SUBCONTRACTOR. In the event any controversy or dispute arises between SUBCONTRACTOR and CAMP relating to this Subcontract (or a breach thereof), which dispute or controversy does not involve the correlative rights and duties of the Owner, and is not resolved by mediation as set forth in Paragraph 10.2 above, then SUBCONTRACTOR and CAMP agree that the dispute shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules. Parties to the arbitration shall include CAMP, the SUBCONTRACTOR, the SUBCONTRACTOR's surety (if any), and any other party which by other contract has become bound to arbitrate, and which are involved, directly or indirectly in the claim or controversy as a party seeking relief or a party against which relief is sought. The parties agree that this Subcontract evidences a transaction involving interstate commerce and that this Subcontract is enforceable under 9 U.S.C. §§ 1, et seq. The laws of the state where the project is located shall control any arbitration or dispute arising out of this Subcontract. Venue of any arbitration shall be in a mutually convenient location as agreed upon by the parties, or in the absence of agreement, any arbitration shall take place at or near a major city in the United States nearest where the work was performed. Attorneys' fees, expert witness fees, arbitration fees, arbitrators' compensation and expenses, court costs, and all other reasonable and necessary costs of any arbitration or suit shall be recovered by the prevailing party, in addition to other relief granted. Any arbitration award issued shall be final and binding, and enforceable in any court of competent jurisdiction.

10.4 Disputes with Other Subcontractors. SUBCONTRACTOR agrees that it owes a duty to other subcontractors to perform their work properly and that other subcontractors owe SUBCONTRACTOR a duty to perform their work properly. SUBCONTRACTOR and CAMP agree that neither will make a claim against the other arising out of the improper performance of work by other subcontractors. SUBCONTRACTOR agrees, if its work is impacted or affected by the actions (or omissions) of the work of another subcontractor(s) or supplier(s), that SUBCONTRACTOR's sole remedy shall be directly through negotiation or, if necessary, through litigation or arbitration with such other subcontractor in accordance with the procedures described herein. In such an event, SUBCONTRACTOR shall consider this agreement to be an assignment by CAMP to SUBCONTRACTOR of CAMP's rights against the other subcontractor(s) or supplier(s) such that SUBCONTRACTOR can proceed directly against the parties who have caused the harm alleged by SUBCONTRACTOR, and SUBCONTRACTOR accepts such assignment and agrees to accept and be bound by the result of such disputes proceedings and shall not seek any further damages against CAMP as a result.

10.5 Consequential Damages. Notwithstanding anything to the contrary in this Subcontract, CAMP and SUBCONTRACTOR mutually agree to waive claims against each other for indirect, special, incidental, punitive, consequential or exemplary damages including, but not limited to, loss of sales, loss of contract, loss of profits or revenue (except for anticipated profit arising directly from the Work), loss of use, cost of capital, down time costs, loss of opportunity, loss of goodwill, costs for principal office expenses including the compensation of personnel stationed there that may perform work for the Project and any other home office overhead (calculated by use of the Eichleay formula or otherwise) in connection with this Subcontract or the Work, whether arising in contract, tort (including negligence) or other legal theory. This waiver is applicable, without limitation, to all consequential damages due to a termination in accordance with the Contract Documents. The parties agree that the following shall not be construed or deemed to be indirect, special, incidental, punitive, consequential or exemplary damages for purposes of this Subcontract: (i) damages resulting from (a) personal injuries (including death) and illnesses, (b) property damage, or (c) gross negligence, reckless or intentional misconduct; (ii) costs necessary to properly correct the Work and any resulting property damage; (iii) damages for which there is coverage under the builder's risk insurance coverage for the Project; (iv) third party damages that either party is obligated to indemnify for pursuant to this Subcontract; or (v) damages that are liquidated in this Subcontract.

10.6 Continuing Performance of the Work. In the event of any dispute under this Subcontract (including the quality, scope, or amount of payment) for the work to be performed, SUBCONTRACTOR shall nevertheless perform all work related to this Subcontract diligently and as directed by CAMP without interruption, deficiency or delay so as to expedite the completion of the Project in spite of any such disputes.

11.0 Miscellaneous

11.1 Notice. Notice to the other party for routine matters that may be required by this Subcontract may be provided *via* email to the designated representative authorized to act on behalf of the other party as defined in this Subcontract and in the applicable Purchase Order. Notwithstanding the foregoing, for (i) all provisions in this Subcontract where it is explicitly required, and (ii) any notices provided or required by this Subcontract pursuant to Articles 4, 6, and 10, notice must be provided *via* email and U.S. Mail to the designated represented authorized to act on the other party's behalf.

11.2 Waiver. Any waiver of any kind by SUBCONTRACTOR or CAMP of a breach of this Subcontract must be in writing, shall be effective only to the extent set forth in such writing and shall not operate or be construed as a waiver of any subsequent breach. Any delay or omission in exercising any right, power or remedy pursuant to a breach or default by the SUBCONTRACTOR shall not impair any right, power or remedy that either party may have with respect to a future breach or default.

11.3 Severability. If any provision in the Subcontract is determined to be illegal, unenforceable, or non-applicable it shall be deemed severed and shall not affect the remaining provisions of this Subcontract. The invalidity or unenforceability of any term or condition of this Subcontract shall not invalidate, render unenforceable, or adversely affect the remaining terms and conditions of this Subcontract.

11.4 Titles. The titles given to the Articles and Paragraphs of this Subcontract are for ease of reference only and shall not be relied upon or cited for any other purpose.

11.5 Governing Law. Unless specified otherwise, the validity, performance, interpretation, construction, or enforcement of this Subcontract and any and all disputes arising therefrom, shall be governed by the laws of the state where the project is located, exclusive of choice of law rules.

11.6 Entire Agreement. This Subcontract, all Purchase Orders issued by CAMP, and the Contract Documents collectively constitute the entire agreement between CAMP and SUBCONTRACTOR and supersede all prior or contemporaneous agreements or understandings. SUBCONTRACTOR represents that it is not relying on any opinions, statements or representations of CAMP in entering into this Subcontract. This Subcontract and any Purchase Orders issued hereunder shall not be waived, amended or modified except by written instrument signed by both parties.

11.7 Fair Interpretation. Although drawn by CAMP, this Subcontract shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for nor against either party.

11.8 Cumulative Rights. The warranties, assurances, covenants and remedies provided for in this Subcontract are not the exclusive rights and remedies of the parties, but are in addition to any other rights and remedies available to them, which may be exercised singularly or concurrently.

11.9 No Third Party Beneficiary or Contract Status. Other than as expressly set forth herein, the parties do not intend that this Subcontract confer a benefit on any third party.

11.10 Survival. Indemnification, insurance, arbitration agreement, warranty obligations and any other provisions, which by their nature or effect are intended to be performed or observed after Termination of this Subcontract, will survive.

STATE OF NEW YORK
SPECIFIC AMENDMENT
TO THE MASTER SUBCONTRACTOR AGREEMENT

This State Specific Supplement to the Master Subcontract Agreement provides amendments to the Master Subcontract Agreement if the Project that is the subject of a Purchase Order issued under the Master Consulting Agreement is located in one of the following states. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Master Subcontract Agreement. Unless specifically modified by this Supplement, all other sections of the Master Subcontract Agreement remain unchanged.

A. If the Project is located within the State of New York, the following provision of the Master Subcontract Agreement are amended as follows:

1. Section 4.1 is deleted in its entirety and replaced with the following:

4.1 Indemnity. Subcontractor shall indemnify and hold harmless Camp, Owner, and Architect, and their respective sureties, subcontractor performance insurance carriers, and underwriters, agents, servants, and employees (the "Indemnified Parties") from and against claims, damages, losses, suits, costs, penalties, fines, punitive damages and expenses (collectively "Loss"), including but not limited to fees for attorneys' and experts' fees and other expenses of litigation, arising out of or resulting from performance of the Work, including but not limited Loss attributable to: (a) bodily injury, sickness, disease or death; (b) injury to or destruction of property (other than to the Work itself prior to transfer of title therefor to the Owner); (c) violation or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority, but in no event shall such indemnification obligation extend to violations or failure of Camp to comply with any law, statute, ordinance, rule, regulation, or code or requirement of a public authority that arise independently from, and are not caused by, the acts or omissions (including negligence) of Subcontractor and/or any of its sub-subcontractors; or (d) the failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Contract Documents, but in no event shall such indemnification obligation extend to permits for which Camp is responsible. Further, the above indemnification obligation extends only to the extent the Loss is caused by or results from, in whole or in part, the acts or omissions (including negligence) of Subcontractor and/or any of its sub-subcontractors or suppliers of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, diminish, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section.

2. Section 7.3 is deleted in its entirety and replaced with the following:

7.3 Final Payment. Unless different payment terms are specifically set forth by a Purchase Order, which shall control over the provisions of this Paragraph 7.3 of the Subcontract, the following conditions must be satisfied for final payment, including retainage, and less any offsets made by CAMP: (1) SUBCONTRACTOR has fully performed all of its obligations hereunder, (2) acceptance of the Work by Owner, and (3) Subcontractor has furnished all lien waivers and releases and other documents that may be required by the Subcontract, the Purchase Order, and the Prime Contract. Final payment shall be payable from CAMP to SUBCONTRACTOR upon the earlier of (a) seven (7) days after CAMP receives payment from the Owner for the Work performed by SUBCONTRACTOR for which payment has been made, subject to any offsets made by CAMP in accordance with the Subcontract or (b) six (6) months after SUBCONTRACTOR has satisfied the conditions set for in (1) through (3) above.

3. Section 5.0 is modified to the extent the requirements below conflict with any provision of that Section 5.0, except in situations where the limits of insurance are higher than the limits required by this amendment or where broader coverage is required by that Section 5.0 in which case the higher limits or broader insurance requirements of Section 5.0 will control.

The following defined terms shall have the following meanings in this Rider only:

- a. **Contract:** The Agreement between the CAMP and the SUBCONTRACTOR to which this amendment applies.
- b. **Contract Work:** The labor, materials, equipment, services, supplies, and supervision, as specified in the Agreement, to be performed by SUBCONTRACTOR, including work or operations performed by SUBCONTRACTOR's subcontractors, of any tier, and any other work performed under SUBCONTRACTOR's supervision or direction.
- c. **Additional Insureds:** CAMP and any parties required to be named as set forth in contracts specific to the Project(s) on which SUBCONTRACTOR performs Contract Work, including but not limited to the Owner of the Project(s), the Project Lenders of record, the Indemnified Parties and each of their respective assigns, and the respective parent, subsidiary and affiliated companies and partners, directors, officers, employees, agents and representatives thereof.
- d. **SUBCONTRACTOR** means any party performing work, services, labor or other operations at a Project pursuant to a contract with a CONTRACTOR, including a contractor, subcontractor, material supplier/installer, or equipment operator.
- e. **SUBCONTRACTOR A** means a SUBCONTRACTOR who will be operating a tower crane, including any contractor whose scope of work includes the operation of such a crane regardless if subcontractor to a lower-tier subcontractor.
- f. **SUBCONTRACTOR B** means a SUBCONTRACTOR who will be operating any type of crane other than a tower crane, including any contractor whose scope of work includes the operation of such a crane regardless if subcontractor to a lower-tier subcontractor.
- g. **SUBCONTRACTOR C** means a SUBCONTRACTOR who will be performing any of the following scopes of work: concrete, masonry, steel, carpentry, HVAC, plumbing, electrical, excavation, demolition, foundation, scaffolding, elevators, and roofing.
- h. **SUBCONTRACTOR D** means any SUBCONTRACTOR not defined as a SUBCONTRACTOR A, B or C.
- i. **Owner** means the person or entity who owns the Project, including any developer.
- j. **General Contractor** means the licensed general contractor hired by the Owner of the Project in charge of the day-to-day oversight of the Project site and management of the contractors.
- k. **Construction Manager** means the person or entity hired by the Owner of the Project in charge of overall planning, coordination, and control of the Project.

INSURANCE REQUIRED OF SUBCONTRACTOR

In addition to the insurance requirements specified in the Agreement, SUBCONTRACTOR shall purchase and maintain, at its own expense, the following minimum levels of insurance coverage.

- a. **Commercial General Liability ("CGL") insurance.** Coverage shall be on a current ISO "occurrence" form policy and shall provide coverage for bodily injury, property damage, personal and advertising injury, and products-completed operations for the SUBCONTRACTOR's work on the Project(s). This coverage shall be underwritten by an insurance company with at least an "A-VIII" Best rating as defined by A.M. Best.

- b. **Excess/Umbrella Liability insurance.** A policy or policies of excess/umbrella liability insurance, which provides coverage excess over the primary CGL policy. This coverage shall be underwritten by an insurance company with at least an “A-VIII” A.M. Best rating as defined by A.M. Best.
- c. **Required Commercial General Liability and Excess/Umbrella insurance limits** are set forth below:

		<u>PRIMARY LIMIT</u>	<u>EXCESS LIMIT</u>
SUBCONTRACTOR A	Per Occurrence	\$1,000,000	\$24,000,000
	Personal & Adv. Injury	\$1,000,000	\$24,000,000
	General Aggregate	\$2,000,000	
	Products Completed Operations	\$2,000,000	
	Auto Liability	\$1,000,000 CSL	
	Workers Comp. & Employers Liability	\$1,000,000 Each Accident \$1,000,000 Disease / Empl. \$1,000,000 Disease / Policy Limit	
	SUBCONTRACTOR B	Per Occurrence	\$1,000,000
Personal & Adv. Injury		\$1,000,000	\$10,000,000
General Aggregate		\$2,000,000	
Products Completed Operations		\$2,000,000	
Auto Liability		\$1,000,000 CSL	
Workers Comp. & Employers Liability		\$1,000,000 Each Accident \$1,000,000 Disease / Empl. \$1,000,000 Disease / Policy Limit	
SUBCONTRACTOR C		Per Occurrence	\$1,000,000
	Personal & Adv. Injury	\$1,000,000	\$5,000,000
	General Aggregate	\$2,000,000	
	Products Completed Operations	\$2,000,000	
	Auto Liability	\$1,000,000 CSL	
	Workers Comp. & Employers Liability	\$1,000,000 Each Accident \$1,000,000 Disease / Empl. \$1,000,000 Disease / Policy Limit	
	SUBCONTRACTOR D	Per Occurrence	\$1,000,000
Personal & Adv. Injury		\$1,000,000	\$5,000,000
General Aggregate		\$2,000,000	
Auto Liability		\$1,000,000 CSL	

Workers Comp. & Employers Liability	\$1,000,000 Each Accident \$1,000,000 Disease / Empl. \$1,000,000 Disease / Policy Limit
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GENERAL INSURANCE REQUIREMENTS

- a) All SUBCONTRACTOR's policies (including primary and excess/umbrella) shall:
- i) Add CAMP, the Additional Insureds, and Indemnified Parties, and any other parties required by the contracts for the Project(s), as Additional Insureds.
 - ii) State that the insurance provided to the Additional Insureds is primary and non-contributory to any other insurance maintained by or available to the Additional Insureds.
 - iii) To the fullest extent permitted by law, contain a waiver of subrogation in favor of the Additional Insureds.
 - iv) Include full severability of interest for insureds, such that no cross-liability or insured versus insured exclusion applies to suits brought by the Additional Insureds.
 - v) Include insured contract coverage for the insured's indemnity obligations.
- b) The SUBCONTRACTOR's primary CGL and Excess/Umbrella Liability policies shall further:
- i) Be maintained from the commencement of the Work until not less than six (6) years after substantial completion and acceptance of the Project(s), or to the expiration of any applicable Statute of Repose in the jurisdiction where a Project is located, whichever is shorter.
 - ii) Contain no limitation or exclusion for resulting or consequential property damage.
 - iii) Contain no limitation or exclusion for the Additional Insured's vicarious liability, strict liability, or statutory liability, including, without limitation, liability pursuant to New York's labor law.
 - iv) Contain no limitation or exclusion based on the existence or applicability of the Additional Insured's project-specific insurance.
 - v) Contain no choice of law or venue clause restricting the application of the United States/New York law in case of a dispute, or requiring the venue for such dispute be outside of the United States.
 - vi) Contain no self-insured retention in excess of \$50,000.
 - vii) Contain no New York State, Five Boroughs, or territory exclusion when the Prime Subcontractor or any of its subcontractors may work on behalf of the Additional Insureds.
 - viii) Contain no provisions that exclude coverage for failure to adhere to certain insurance and/or contractual provisions by the SUBCONTRACTOR or any subcontractor of the SUBCONTRACTOR.

Certificates of Insurance and Copies of Insurance Policies

- 1) **Certificates.** A Certificate of Insurance indicating coverages applicable to the Project(s) and providing for thirty (30) days written notice prior to cancellation, non-renewal or material modification in any policy must be submitted, approved, and available to CAMP prior to the commencement of the Contract Work. In addition, all insurance policies shall state that the insurer will provide CAMP thirty (30) days prior written notice of a change or cancellation in coverage.
- 2) **Policies.**
 - i) No later than 5 days prior to commencing the Contract Work, SUBCONTRACTOR must provide the following insurance documentation to CAMP by transmitting to Paladin Risk Management ("Paladin") at Marenia@PaladinRiskManagement.com:

- (1) A full and complete copy of SUBCONTRACTOR's CGL insurance policy; and
 - (2) Full and complete copies of SUBCONTRACTOR's CGL excess policies, up to the limits required by this modification.
- ii) No later than 5 days prior to renewal of any of SUBCONTRACTOR's insurance policies required under this modification, SUBCONTRACTOR shall provide to CAMP a renewal certificate of insurance and all other policy documents requested by or on behalf of Contractor. Copies of all renewal policies shall be provided to Paladin immediately upon receipt from SUBCONTRACTOR's insurance carriers.
 - iii) CAMP's obtaining of SUBCONTRACTOR's insurance, including copies of any policies, pursuant to this amendment, is not a waiver of any provision of this agreement, or a statement that such insurance complies with the terms of this agreement.

SAMPLE

SCHEDULE OF REQUIRED LIMITS OF LIABILITY	
Subcontractor A - (Tower Crane and Tower Crane Operations)	
General Liability	\$1,000,000 Occurrence \$1,000,000 Personal & Adv Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Ops
Excess Limit	\$24,000,000 Occurrence \$24,000,000 General Aggregate
Auto Liability	\$1,000,000 Combined Single Limit
Workers Compensation	\$1,000,000 Each Accident, \$1,000,000 Disease – Each Employee \$1,000,000 Disease – Policy Limit
Subcontractor B - (Any type of Crane other than a Tower Crane)	
General Liability	\$1,000,000 Occurrence \$1,000,000 Personal & Adv Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Ops
Excess Limit	\$24,000,000 Occurrence \$24,000,000 General Aggregate
Auto Liability	\$1,000,000 Combined Single Limit
Workers Compensation	\$1,000,000 Each Accident, \$1,000,000 Disease – Each Employee \$1,000,000 Disease – Policy Limit
Subcontractor C - (Concrete, Masonry, Steel, Carpentry, Millwright, Plumbing Electrical, Excavations, Demolition, Foundation, Scaffolding, ... Elevator, and Roofing)	
General Liability	\$1,000,000 Occurrence \$1,000,000 Personal & Adv Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Ops
Excess Limit	\$5,000,000 Occurrence \$5,000,000 General Aggregate
Auto Liability	\$1,000,000 Combined Single Limit
Workers Compensation	\$1,000,000 Each Accident, \$1,000,000 Disease – Each Employee \$1,000,000 Disease – Policy Limit
Subcontractor D (any Subcontractor not defined in A, B or C)	
General Liability	\$1,000,000 Occurrence \$1,000,000 Personal & Adv Injury \$2,000,000 General Aggregate \$2,000,000 Products/Completed Ops
Excess Limit	\$5,000,000 Occurrence \$5,000,000 General Aggregate
Auto Liability	\$1,000,000 Combined Single Limit
Workers Compensation	\$1,000,000 Each Accident, \$1,000,000 Disease – Each Employee \$1,000,000 Disease – Policy Limit

CAMP ROOFING, LTD. d/b/a

SUBCONTRACTOR

CAMP CONSTRUCTION SERVICES

Signature

Rob Spencer

Name Printed

CIO/CAO

Title

Date

(713) 413-2267

Phone Number

Signature

Name Printed

Title

Date

Phone Number

Email Address (Required)

If you have difficulty understanding this document, please seek competent counsel. By signing this contract, you are signifying that you have read and understand the terms and conditions contained herein.

Si tiene dificultades para entender este documento, por favor busque un abogado competente. Al firmar este contrato, usted está indicando que ha leído y entendido los términos y condiciones aquí contenidos.

SAMPLE