



To: Atlantic Contracting

The X out paragraphs need to stay in the Subcontract Agreement due to our insurance co requirements.

Ronald J Lombardo President

from: **Joe Lombardo Plumbing & Heating of Rockland, Inc**
321 Spook Rock
Baltimore, Maryland 21231

5-24-23

Re: Master Subcontract Agreement

05/23/2023

Our acceptance of your terms and conditions is subject to the understanding that the clarifications below will be made part of the contract documents.

Liquidated Damages (4.24)- Atlantic Contracting & Specialties, LLC's obligation for liquidated damages shall be limited to liquidated damages for delays which are the direct and proximate result of the fault of Atlantic Contracting & Specialties, LLC in performing its work and shall apply only to the extent that Joe Lombardo Plumbing & Heating of Rockland, Inc actually pays liquidated damages to its customer. Atlantic Contracting & Specialties, LLC shall not be responsible for liquidated damages where its work has been delayed by force majeure, or by the actions of the facility owner, other contractors, or other parties on the jobsite, including, but not limited to, the late release of work to Atlantic Contracting & Specialties, LLC. Notwithstanding any other provision of this Agreement, in no event will the amount of liquidated damages payable by Atlantic Contracting & Specialties, LLC exceed ten percent (10%) of the amount actually paid to Atlantic Contracting & Specialties, LLC for the performance of its work pursuant to this Agreement.

No Damage for Delay (3.12; 5.3)- Notwithstanding any language to the contrary, Atlantic Contracting & Specialties, LLC shall be entitled to damages for delay if Atlantic Contracting & Specialties, LLC is not the cause of such delay.

Warranty (21.2) - Notwithstanding the terms and conditions of the contract documents, Atlantic Contracting & Specialties, LLC guarantee is limited to the repair or replacement of defects in material and workmanship for a period of one year from the date of completion of work by Atlantic Contracting & Specialties, LLC and its liability regarding material is limited to the repair or replacement thereof.

Tied to Prime Contract (1.3)- Notwithstanding any language to the contrary, Atlantic Contracting & Specialties, LLC shall have no obligation based on any provision of Joe Lombardo Plumbing & Heating's contract with its customer, the General Contractor, or the Owner which are inconsistent with or exceed the obligations imposed by the express terms of this agreement.

Schedule (3.11)- In consultation with Atlantic Contracting & Specialties, LLC, Joe Lombardo Plumbing & Heating of Rockland, Inc shall prepare the schedule for performance of this contract and shall revise and update such schedule, as necessary, as the work progresses. Both Joe Lombardo Plumbing & Heating of Rockland, Inc and Atlantic Contracting & Specialties, LLC shall be bound by the schedule of work. The schedule of work and all subsequent changes and additional details thereto shall be submitted to Atlantic Contracting & Specialties, LLC promptly and reasonably in advance of the required performance. Changes in the schedule must be mutually agreed upon.

~~**Consequential & Incidental Damages (Schedule C1.-** Notwithstanding any language to the contrary, Atlantic Contracting & Specialties, LLC shall not be responsible for and does not indemnify any party for any consequential or incidental damages.~~



No Lien (18) - Atlantic Contracting & Specialties LLC will maintain its lien rights; however, Atlantic Contracting & Specialties LLC will keep the premises and work free and clear of all mechanics' liens, claims, and encumbrances by its suppliers, laborers, and/or Atlantic Contracting & Specialties LLC.

Pay if Paid/Pay when Paid (4.5; 4.14)- Atlantic Contracting & Specialties, LLC agrees to receiving payment as Joe Lombardo Plumbing & Heating of Rockland, Inc receives payment from its customer, the general contractor, or the owner, with the exception that if funds are withheld due to no fault of Atlantic Contracting & Specialties, LLC, then Atlantic Contracting & Specialties, LLC is entitled to receive payment within sixty (60) days after its billing date. Nothing in this article shall be interpreted as limiting Atlantic Contracting & Specialties, LLC's rights to enforce its statutory Mechanics' Lien or Surety Bond rights against the project.

~~**Additional Insured (Schedule C-3)** - The coverage afforded to the additional insured does not apply to bodily injury or property damage arising out of the sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured. Policy no longer provides for 30-day cancellation notice.~~

~~**Waiver of Subrogation (Schedule C-3)** Notwithstanding any other provision of this agreement, Atlantic Contracting & Specialties, LLC does not agree to waive its right to subrogation.~~

~~**Cancellation Notice (Schedule C-3)** Atlantic Contracting & Specialties, LLC's insurance policies do not provide for a cancellation notice.~~