<u><<Validation Message>><<Void Message>></u>
SUBCONTRACT #<<Cont Code>>

TO:	<<Vendor Name>>	**JOB NUMBER:**	<<Project Code>>
	<<Vendor Contact Addr1>> <<Vendor Contact Addr2>>	**JOB NAME:**	<<Project Name>>
	<<Vendor Contact Addr3>>, <<Vendor Contact Region Code>> <<Vendor Contact Postal Code>>	**ADDRESS:**	<<Project Addr1>> <<Project Addr2>> <<Project Addr3>> <<Project Region Code>> <<Project Postal Code>>
		PROJECT FLOORS:	<<Project Floors>>

ATTN: <<Ven Contact Name>>
<u>Vendor#:</u> <<Ven Code>>

You are hereby authorized to proceed with all labor and materials to complete the <<Name>> work at the above noted project, including but not necessarily limited to:

<<Subcontract Template>>

Scope of work:
<<Desc>>
<<field2>>
<<Description>>

<<Special Notes>>

Purchasing Agent: <<UDF Desc>>
Preparer: <<UDF Desc>>

Insurance: Subcontractor shall purchase, maintain and provide evidence of insurance with the coverages, types and limits as specified below under the above Project Number, or such coverages and limits as otherwise specified in the documents set forth herein or in CertFocus with respect to this project. Subcontractor represents that, prior to execution of this Subcontract, it has reviewed these insurance requirements, and understands and will purchase and maintain all required coverages. Subcontractor shall cause each of its sub-subcontractors and/or vendors of every tier engaged in any portion of the Work to purchase and maintain insurance of the same types with the same limits as required of Subcontractor and shall provide proof of coverage.

1. General Requirements: All insurance shall be issued by a company(ies) lawfully authorized to do business in the jurisdiction of the Project with an AM Best rating of "A-" or above. Subcontractor shall cause each entity identified under the Contract Documents, or as identified on the Certificate of Insurance required hereunder, or as otherwise requested in writing by <<Comp Legal Name>> or the Owner of the project, to be named as an additional insured on all coverages (except workers' compensation and Professional Liability Insurance) and all policy limits shall apply on a per project/location basis. The scope and limits of coverage for the additional insureds shall be the same or broader/higher as those for Subcontractor (including excess/umbrella limits). All policies shall be primary and non-contributory to any other insurance maintained by the additional insureds and shall provide waivers of subrogation in favor of each additional insured. No policy deductible or self-insured retention may exceed $25,000 per occurrence or $50,000 in the aggregate, and Subcontractor shall be solely responsible for the payment of same, regardless of cause.

2. Duration: All coverage shall be maintained, without interruption, for the duration of the Project. Subcontractor shall also maintain completed operations coverage for itself and each additional insured, in the same form and amount as ongoing operations coverage, for a period of not less than two (2) years after final completion of the entire Project or expiration of the period for warranty/correction of the Work as specified in the Contract Documents, whichever is the later.

3. Specific Requirements: The following coverages are required:

3.1 Worker's Compensation and Employers Liability
3.1.1 Statutory Worker's Compensation Insurance (including occupational disease).
3.1.2 Employers Liability Insurance with limits of at least $1,000,000.

3.2 Primary Commercial General Liability ("CGL") Insurance
3.2.1 Minimum limits as follows:

3.2.1 Minimum limits as follows:	Each Occurrence	$2,000,000
	Personal & Advertising Injury	$2,000,000

Annual General Aggregate	$4,000,000
Products & Completed Operations Aggregate	$4,000,000

The annual general aggregate and products and completed operations aggregate coverage limits shall be dedicated to this job/project. Defense costs in addition to the limits of coverage.

3.2.2 Written on a current Insurance Services Office (ISO) occurrence form, CG 00 01 Edition date 12/07.

3.3 Excess/Umbrella Insurance
To be issued on a follow-form basis, including products and completed operations coverage, and to contain the following minimum limits of liability:

Each Occurrence	$5,000,000
Aggregate	$5,000,000

3.4 Business Automobile Liability
Insurance with a combined single limit for bodily injury (including death) and property damage of at least $1,000,000.

3.5 Professional Liability Insurance
3.5.1 If the Work involves providing professional services, Subcontractor shall obtain Professional Liability insurance, in an amount no less than $2,000,000 per claim and $2,000,000 aggregate limits.

3.6 Contractor's Tools and Equipment Insurance
Property insurance coverage for tools and equipment owned, leased, or used by Subcontractor in the performance of the Work.

3.7 Contractor's Pollution Liability Insurance
If Subcontractor and/or its subcontractors or suppliers, regardless of tier, perform remediation of hazardous material, or if their operations create an exposure to hazardous material Subcontractor must obtain a policy with limits of at least $5,000,000 per occurrence and $5,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage.

3.8 OCIP or CCIP Requirements
In the event that an OCIP or CCIP is utilized for the project, Subcontractor is required to comply with all contractual requirements of such OCIP or CCIP insurance program, as specified thereunder, prior to the commencement of the Work and during the entire performance of the Work and thereafter.

TERMS AND CONDITIONS APPLICABLE TO INSURANCE: The following terms and conditions are applicable to all insurance policies:

4.1 Primary and Excess/Umbrella Insurance Policies: The limits required herein for each type of liability insurance may be satisfied with a combination of primary, excess and/or umbrella policies.

4.2 Additional Insureds: All insurance required by this Agreement (excluding only Worker's Compensation Insurance & Professional Liability Insurance) must name <<Comp Legal Name>>, the Owner of the project, the owner of the property where project is located, all other parties required to be indemnified by Contract Documents, and any other parties reasonably requested in writing by <<Comp Legal Name>> or the Owner of the project, as additional insureds ("Additional Insureds"). Such Additional Insureds may be identified in the contract documents, or on the Certificate of Insurance required hereunder, or as otherwise identified in writing by <<Comp Legal Name>> or the Owner of the project.

4.3 Certificate and Insurance and Proof of Insurance: Prior to commencing the Work, and anytime thereafter as required by Contractor, Subcontractor shall provide <<Comp Legal Name>> and any additional insured with a current certificate of insurance.

4.4 Deductibles/Denial of Claims: Subcontractor shall be responsible, at no additional cost to <<Comp Legal Name>>, for the payment of any deductibles or self-insured retention ("SIR") in connection with the insurance policies required by the Contract Documents, both for itself and all Additional Insureds.

4.5 Waiver of Claim & Waiver of Subrogation: To the fullest extent permitted by law, Subcontractor waives its right to recover from <<Comp Legal Name>> and any Additional Insured for all claims required to be covered by insurance required to be provided by Subcontractor or its subcontractors of any tier under this Agreement.

4.6 No Limitation: The insurance coverages maintained by Subcontractor shall not limit any of Subcontractor's indemnity obligations or other liabilities under the Contract Documents.

4.7 Severability of Interests (Cross Liability): No cross liability exclusions are permitted.

4.8 Claims Made Policies: Except for Professional Liability and Contractor's Pollution Liability, claims made policies are not acceptable.

4.9 Breach of Insurance Requirements: Subcontractor's failure to obtain and maintain insurance policies required by the Contract Documents shall constitute a material breach of the Agreement.

4.10 No Waiver of Insurance Requirements: It is expressly agreed between <<Comp Legal Name>> and the Subcontractor that the failure of <<Comp Legal Name>> to require or verify complete and timely performance of the Subcontractor's obligations under the contract documents shall not be a waiver by <<Comp Legal Name>> of any right of <<Comp Legal Name>> to require the Subcontractor to comply with these insurance

requirements and/or to seek damages because of Subcontractor's failure to comply with the insurance requirements laid out in the contract documents.

Terms and Conditions

1. Subcontractor shall perform all Work ("Work") in accordance with the drawings, specifications, any other documents set forth on the reverse side hereof and these Terms and Conditions including, among others, <<Comp Legal Name>> Corporate Safety Health and Environmental Policies and Structure Tone Organization United States Supplier Code of Conduct and Ethics, which are incorporated by reference and made a part hereof as if fully set forth herein at length (collectively referred to as "Contract Documents"). In the event no Contract Documents are set forth, the Work is to be performed in accordance with these Terms and Conditions and in a first class manner consistent with the construction practices prevailing in the area.

2. Subcontractor is bound to <<Comp Legal Name>> for the performance of the Work in the same manner as <<Comp Legal Name>> is bound to Owner under <<Comp Legal Name>>'s contract with Owner. The pertinent parts of such contract will be made available upon Subcontractor's request. In event of any conflict between these Terms and conditions and a contract between <<Comp Legal Name>> and Owner, the more strict provision in favor of <<Comp Legal Name>> shall govern.

3. Subcontractor will furnish all labor, materials, supervision and items required for the proper and complete performance of the Work and in compliance in every respect with; (i) all applicable local, federal and state laws, codes and ordinances; and (ii) the regulations of the building in which the Work is located.

4. Subcontractor shall perform the Work in a prompt and diligent manner and in accordance with schedules given from time-to-time to Subcontractor. In the event Subcontractor fails to maintain the schedule, Subcontractor shall without additional compensation, work such overtime as <<Comp Legal Name>> may direct until Subcontractor is in compliance with such schedule.

5. In the event Subcontractor is delayed in the performance of the Work by any act, neglect or default of Contractor, Owner, Architect, other Contractor or by any cause beyond the control of Subcontractor, the Subcontractor shall be entitled only to extension of time. Subcontractor waives any claim, for damages or additional compensation for a delay in the performance of the Work, regardless of the cause of such delay.

6. The purchase order amount includes all material, labor, applicable sales tax, supervision, insurance, delivery, overhead and profit.

7. Payments of the Purchase order amount, including final payment shall be subject to the following (i) <<Comp Legal Name>>'s payment requisition procedures; (ii) approval of Work by <<Comp Legal Name>>; (iii) receipt by <<Comp Legal Name>> of satisfactory evidence that all labor, including customary fringe payments and payments due under collective bargaining agreements, and all sub-contractors and suppliers have been paid to date and have submitted waivers of lien to the extent paid; (iv) receipt of payment from the Owner; and (v) compliance by Subcontractor with all Contract Documents.

7.2 Receipt of payment for Subcontractor's Work from Owner by <<Comp Legal Name>> shall be a condition precedent to the right of Subcontractor to receive payment from <<Comp Legal Name>>. Subcontractor hereby acknowledges that it relies on the credit of Owner, not <<Comp Legal Name>> for payment of its Work.

8. <<Comp Legal Name>> may withhold payment because of (i) defective work not remedied; (ii) claims filed, or reasonable evidence of probable filing of claims, by third parties; (iii) failure of Subcontractor to make payment properly to sub-Subcontractors and/or suppliers; (iv) reasonable evidence the Work cannot be completed for the unpaid balance of the Purchase Order Amount; (v) failure to maintain the schedule; (vi) persistent failure by Subcontractor to carry out the Work in accordance with the Contract Documents; (vii) offsets or backcharges arising out of any other Purchase Order issued by <<Comp Legal Name>> to Subcontractor.

9. Subcontractor shall be liable for any damages incurred by <<Comp Legal Name>> as a consequence of the failure by Subcontractor to comply with this Purchase Order.

10. Subcontractor shall furnish all shop drawings necessary for the performance of the Work.

11. The terms and conditions set forth in the separate Master Subcontract Agreement, to the extent signed by Subcontractor, are incorporated herein by reference. That Master Subcontract Agreement is amended herein by the parties, such that any reference therein to Structure Tone, Inc. is changed to <<Comp Legal Name>> Otherwise, the Master Subcontract Agreement will continue in full force and effect in accordance with its terms. In the absence of said Agreement, the following indemnification and insurance provisions shall apply.

11.2 To the fullest extent by Law, Subcontractor will indemnify and hold harmless <<Comp Legal Name>>, the owner of the project, the owner of the property where the job/project is located, and all parties required to be indemnified by the prime contract entered into by <<Comp Legal Name>> in connection with the job/project work, and any of their trustees, officers, members, directors, agents, affiliates, parents, subsidiaries, and servants and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from the acts, omissions, breach or default of Subcontractor, sub-subcontractors, its officers, directors, agents, employees and Subcontractors in connection with the performance of any work by subcontractor, its employees and sub-subcontractors pursuant to this Subcontract/Purchase Order or a related Proceed Order. Subcontractor will defend and bear all costs of defending any action or proceedings brought against <<Comp Legal Name>> and or Owner, their officers, directors, agents and employees, arising in whole or in part out of any such acts, omission, breach or defaults.

12. Should Subcontractor at any time fail: (i) to supply a sufficient number of properly skilled workers or sufficient materials and equipment of the

proper quality; or (ii) to prosecute the Work with promptness and diligence'; or (iii) to promptly correct defective Work ; <<Comp Legal Name>> at its option , may (a) provide such labor, materials and equipment and deduct the cost thereof, together with all loss or damage occasioned thereby , from any money then due or thereafter to become due to Subcontractor and take possession of an finish the Work by whatever method <<Comp Legal Name>> may deem expedient. In such event, Subcontractor shall not be entitled to receive any further payments until the Work is completed. If the cost of finishing the Work exceeds the unpaid balance of the Purchase Order Amount, Subcontractor shall pay such difference to <<Comp Legal Name>>.

13. <<Comp Legal Name>> may order additions, deletions or other revision to the Work and pending any determination of the value thereof, Sub contractor agrees to proceed with such Work when so directed by <<Comp Legal Name>>. Any Proceed Orders or other authorization issued to Subcontractor for additional or deleted Work shall be governed by these Terms and Conditions.

14. Subcontractor agrees to promptly correct without additional cost to <<Comp Legal Name>> any and all defects in the Work which may appear within the guarantee or warranty period as established in the Contract Documents, and if no such period is stipulated in the Contract Documents, then such guarantee shall be for a period of one (1) year from date of completion and acceptance of the Work by <<Comp Legal Name>>. Subcontractor further agrees to execute any special guarantee as provided by the terms of the Contract Documents.

15. It is agreed and understood between the parties that that any strike, picketing, work stoppage, slowdown, handbilling, bannering, jurisdictional dispute, demonstration, refusal to handle goods, or refusal to perform work or other disruptive activity for any reason - including but not limited to disputes relating to the negotiation or renegotiation of any local collective bargaining agreement (referred to collectively as "Disruptive Activity") which interferes with Work, will result in irreparable damage to <<Comp Legal Name>>, whether in the form of additional cost or reputation. In addition to and without limiting or restricting other rights and remedies available to <<Comp Legal Name>> under any relevant agreement or applicable law:

a. Subcontractor shall, at its sole cost and expense, take any and all steps and actions (including commencement and diligent pursuit of legal or related proceedings in court or other appropriate forum), including but not limited to that specifically recommended by <<Comp Legal Name>>, for the purpose of proceeding with the Work of Subcontractor and addressing any disruptive activity. Subcontractor shall remain at all times responsible for performing the Work, without interruption or delay during such time. Should Subcontractor fail to take all such steps and actions, upon 24 hours written notice <<Comp Legal Name>> may do so at the cost and expense of Subcontractor.

b. Subcontractor agrees that if any jurisdictional claims or disputes arise out of or related to the Work, whether applicable to the Work being performed by Subcontractor or other subcontractors or suppliers in connection with the Project, that it shall be Subcontractor's responsibility to resolve any such claim or dispute at its sole cost and expense and in a manner that avoids delay or disruption to the Work, the work of other subcontractors or suppliers and the Project. Where any such jurisdictional claim or dispute can be expeditiously adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect in the locality in which the Work is being done, Subcontractor shall abide by such plan and be bound and abide by any determinations or settlements reached pursuant to such plan.

c. If Subcontractor fails to take any and all such steps or actions, Subcontractor shall be in breach of the Subcontract. Subcontractor shall be liable to <<Comp Legal Name>> for any additional costs and expenses which <<Comp Legal Name>> incurs in securing completion of the Work. Subcontractor agrees that the terms of this paragraph 15 shall be included in Subcontractor's subcontracts and supply agreements of every tier.

16. By execution of this contract, Subcontractor agrees that they have reviewed and will comply with all terms and conditions of <<Comp Legal Name>>'s Safety Manual / Subcontractor Requirements, as well as the Structure Tone Organization U.S. Supplier Code of Conduct and Ethics. The Safety Manual / Subcontractor Requirements can be found at http://structuretone.com/safety/. The U.S. Supply Code of Conduct and Ethics can be found at http://structuretone.com/compliance/supplier-code/. Both of these documents are hereby incorporated by reference and made a part hereof as if fully set forth herein at length.

** Please refer to the attached billing schedule. All invoices must match the detail as shown and be emailed to <<AP Email>>

<div align="center">

Contract Total: $<<Cont Amt>>

</div>

<<Ven Bp Name>>   <<Comp Legal Name>>

\S2\   \S1\
_____   _____
Accepted By

\N2\   \N1\
_____

Subcontractor   \T1\

\DS2\   \DS1\

_____   _____
 Date   Date

M/W/D/B/E Contract Rider

Under the provisions of the prime contract, where <<Comp Legal Name>> is required to meet specified socially or economically disadvantaged business enterprises participation goals. Subcontractor acknowledges that these goals have been communicated to Subcontractor, and that a portion, or all, of the dollar amount of the Subcontract is being used by <<Comp Legal Name>> to meet the specified goals.

A Subcontractor with an M/W/DBE certification agrees to perform a "commercially useful function" in connection with the work covered by this Subcontract. In doing so, Subcontractor agrees that it will be responsible for and will perform, manage, and supervise the work covered by this Subcontract and agrees that it will not sub-subcontract a significantly greater portion of the work than would be expected on the basis of normal industry practices and will inform <<Comp Legal Name>> in writing of any work that is sub-contracted. In the event it is determined that a Subcontractor with an M/W/DBE certification fails to perform a "commercially useful function," <<Comp Legal Name>> will have the right to terminate the Subcontract, without penalty or liability, and <<Comp Legal Name>> may recover from Subcontractor any damages it may suffer as a result of Subcontractor's failure to perform a "commercially useful function."

A Subcontractor without an M/WDBE certification who sub-contracts a portion of the work to a Subcontractor with an M/W/DBE certification ("M/W/DBE Subcontractor") represents and warrants that the M/W/DBE Subcontractor has performed the work enumerated in the sub-contract. If the M/W/DBE Subcontractor is unable to perform the work enumerated in the sub-contract, the Subcontractor agrees to immediately notify <<Comp Legal Name>> in writing and that failure to do so may result in <<Comp Legal Name>> terminating the Subcontract with the right to recover from the Subcontractor any damages including any increased costs attributable to obtaining a replacement subcontractor acceptable to Owner to complete the work.

<<Validation Message>>

Approved Billing Schedule of Value Breakdown for Subcontract No: <<Cont Code>>

Name and Address:	<<Comp Legal Name>> <<Comp Add1>> <<Comp Add2>> <<Comp Add3>>, <<Comp Region Code>> <<Comp Postal Code>>	**Subcontractor Name:**	<<Ven Bp Name>>
		Job No:	<<Job Code>>
Project Acc't Contact:	<<Project Contact Name from Key Players>>	**Project Acc't Tel:**	<<Work Phone Number>>
Project Acc't Email:	<<Email>>	**Project Acc't Fax:**	<<Pager/Fax Number>>
Account Executive:	<<Account Executive Name>>		
Project Manager:	<<Project Manager Name>>	**Estimating Contact:**	<<Estimator Name>>

Billing Instructions

To all Subcontractors,

Listed below is your approved Scheduled of Values to date, please read this document carefully and follow the billing instructions to avoid any delay in processing your Invoices for payment.
• All Invoices submitted by your company must be prepared using the Industry standard AIA format (G702 and G703).
• Each Invoice must include an executed "Exhibit H" for Partial RFP or an "Exhibit I" for Final Request for Payment.

<<Special Instructions>>

The Schedule of Values listed on the G703 AIA document must include only "Approved" scope of work as noted in the breakdown listed below. Each Sub Change Order code must be listed on your G703 continuation sheet in the correct sequence. Please read the instructions below for billing on "Unapproved Scope".

Important instructions for executing this contract:
1. Please review and sign electronically within three (3) business days to assure processing payment. This contract is not valid unless it is signed via DocuSign. Contracts that are sent via mail or email will not be accepted. If you find there to be an error or omission in this contract, contact the Purchasing Agent indicated in the contract immediately at <<Phone Area Code>>-<<Phone Num>>.
2. Although this contract is posted in our Accounts Payable system, it is NOT payable until the contract is properly executed via DocuSign AND the required insurance documentation has been received via CertFocus. For more information about required insurance, you can contact the Risk Management Department at <<Phone Area Code>>-<<Phone Num>>.
3. The recipient of this contract is determined by contact information that has been provided as the destination to receive contracts associated with this project. If there is a different destination that should be receiving contracts for this project, please reply to <<Pur Contact Email>> and provide the correct contact and we will make the appropriate updates.

Unapproved Scope

If you have work in place that is not listed in the "Approved Schedule of Values", do not include this scope of work in your monthly request for payment to avoid delay in expediting your invoice for payment in our system, instead, submit a separate email and note "Claim" in the subject along with the Job Number/Name. Please attach all supporting documentation along with the authorization to proceed.

Please follow up with the Project Manager and/or Estimator on any "Pending" Subcontract Change Orders.

Invoice Submission

Please submit your monthly Request for Payment(s) electronically ONLY to the following email address noted below, along with the required reference information.
• Email address: <<AP Email>>
• Include the following in the Subject field: Job No, Job Name, Your Company Name, Month and Period to

Approved Billing Schedule of Value				
Column A	**Column B**		**Column C**	
SCCO Code	**Description of Work**	**CC**	**Base SoV**	**Change Orders SoV**
<<Change Code>>	<<Task Name>> - <<PCI Number>> <<Void Message>>	<<Cost Center>>	<<Base Subcontract Amount Currency>>	<<Subcontract Change Order Amount Currency>>

Total Approved Subcontract	$<<Cont Amt>>

AIA Instructions (G703)

The following information listed above must be inserted in the G703 AIA document as follows:

Column A – Insert the SCCO Code in the correct sequence
Column B – Insert the description of work as noted above, along with the CC Code
Column C – Insert the Appropriate Schedule of Values based on the SCCO Code

<<SCVENADDEN>>