Subcontract Agreement between
Broaddus Construction, LLC - Austin
and
Company Name
for
Job Name
Job Address
Broaddus Construction, LLC Job No. 00000

Subcontract No. 00000-000

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AGC DOCUMENT NO. 604

STANDARD SHORT FORM AGREEMENT

BETWEEN CONTRACTOR AND SUBCONTRACTOR

(Where Contractor and Subcontractor Share Risk of Owner Payment)

Job No. **00000**

Account Code: **Description of Work**

This Agreement is made this **Date**, by and between

CONTRACTOR,

Broaddus Construction, LLC – Austin
1301 S. Capital of Texas Hwy.
Suite A-302
Austin, TX 78746

and

SUBCONTRACTOR,

Company Name
Company Address

PROJECT:

Job Name
Job Address

OWNER:

Owner Company Name
Owner Address

ARCHITECT/ENGINEER:

Architect/Engineer Company Name

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1 SUBCONTRACT WORK To the extent terms of the agreement between Owner and Contractor (prime agreement) apply to the work of Subcontractor, Contractor assumes toward Subcontractor all obligations, rights, duties, and redress that Owner assumes toward Contractor. In an identical way, Subcontractor assumes toward Contractor all obligations, rights, duties, and redress that Contractor assumes toward Owner and others under the prime agreement. In the event of conflicts or inconsistencies between provisions of this Agreement and the prime agreement, this Agreement shall govern. Subcontractor shall perform Subcontract Work under the general direction of Contractor and shall cooperate with Contractor so Contractor may fulfill obligations to Owner. Subcontractor shall provide Subcontract Work for the Project in accordance with the Progress Schedule to be prepared by Contractor after consultation with Subcontractor, and as it may change from time to time. Subcontractor shall give timely notices to authorities pertaining to Subcontract Work and shall be responsible for all permits, fees, licenses, assessments, inspections, testing and taxes necessary to complete Subcontract Work. Subcontractor to provide **Description of Work**.
(Brief Description of Subcontract Work), as more fully described in Exhibit A.

2 SUBCONTRACT AMOUNT Contractor agrees to pay Subcontractor for satisfactory and timely performance and completion of Subcontract Work: **Contract Amount ($000,000.00**).
Retainage shall be **0%**, which is equal to the percentage retained from Contractor's payment by Owner for Subcontract Work.

3 INSURANCE Subcontractor shall purchase and maintain insurance that will protect Subcontractor from claims arising out of Subcontractor operations under this Agreement, whether the operations are by Subcontractor, or any of Subcontractor's consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Commercial General Liability insurance shall be written on ISO form CG 00 01 04 13 or equivalent with limits for bodily injury and property damage liability of not less than $1,000,000 each occurrence, $2,000,000 general aggregate and products/completed operations coverage which shall include premises/operations liability, independent contractors liability, and broad form contractual liability specifically in support of, but not limited to, the indemnity provisions set forth in this Agreement to the fullest extent allowed by law. The policy shall include a waiver of subrogation in favor of Contractor; endorsed to include the Contractor as an Additional Insured using endorsements equal to or broader than CG 2010 0413 and CG 2037 0413; contain cross-liability and severability of interest coverage: shall state that such insurance is primary to and non-contributory with any other insurance carried by Contractor and include a per project aggregate endorsement. The additional insurance provisions shall extend coverage for both ongoing and completed operations to the fullest extent allowed by law and not prohibited under Chapter 151, Texas Insurance Code. Subcontractor's insurance coverages obtained pursuant to this agreement may not contain any exclusions for injuries or claims sustained by or claimed by any lower tier subcontractor employee injury or other damage claim. Proof of coverage shall be provided via a certificate of insurance indicating the endorsement form name and number and as necessary the contractor will provide a copy of the policy or endorsement for review and approval.
Workers compensation insurance in the state(s) or jurisdiction in which subcontractor's employees perform services for Contractor, and employer's liability insurance with limits of not less than $1,000,000: (i) for each accident; and (ii) for each employee for occupational disease; or (iii) policy limit for disease. Subcontractor hereby waives all claims and causes of action against Contractor, its officers, directors and employees for any and all injuries suffered by Subcontractor's employees. Subcontractor shall notify the Contractor of any use of temporary or leased employees and Subcontractor shall require the addition of an alternate employer endorsement on the leasing Contractor's workers compensation policy naming the Subcontractor and Contractor. A waiver of subrogation in favor of Contractor shall also be obtained by Subcontractor and contained within any such insurance policy procured by Subcontractor. Subcontractor shall maintain minimum coverage and limits of liability as set forth in Exhibit E.

4 BONDS Subcontractor shall not furnish to Contractor, as Obligee, surety bonds in a form as set forth in Exhibit F to this Agreement, and through a surety mutually agreeable to Contractor and Subcontractor, to secure faithful performance of Subcontract Work and to satisfy Subcontractor payment obligations related to Subcontract Work.

5 EXHIBITS The following Exhibits are incorporated by reference and made part of this Agreement:

EXHIBIT A: Subcontract Work
EXHIBIT B: Prime Agreement, Drawings, Specifications, General, Special, Supplementary, and other conditions, and addenda
EXHIBIT C: Progress Schedule
EXHIBIT D: Alternates and Unit Prices, include dates when alternates and unit prices no longer apply.
EXHIBIT E: Insurance Provisions
EXHIBIT F: Bonds
EXHIBIT G: Other, See Table Below.

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Section #	Description	Section #	Description
040	Extra Work and Change Order Procedures		
050	Sub's Application for Payment	051	Application for Payment Continuation Sheet
060	Affidavit and Bill of Sale for Stored Materials	061	Stored Materials Listing
070	Subcontractor/Supplier Listing	080	Sales Tax
100	Hazardous Materials and MSDS	110	Safety, Drugs, Alcohol and Weapons Policy
120	Temporary Facilities	200	Special Conditions

EXHIBIT H: Anti-Kickback Affidavit

6 SAFETY To protect persons and property, Subcontractor shall establish a safety program implementing safety measures, policies and standards conforming to (1) those required or recommended by governmental and quasi-governmental authorities having jurisdiction and (2) requirements of this Agreement. Subcontractor shall keep project site clean and free from debris resulting from Subcontract Work.

7 ASSIGNMENT Subcontractor shall not assign the whole or any part of Subcontract Work or this Agreement without prior written approval of Contractor.

8 TIME

8.1 TIME IS OF THE ESSENCE Time is of the essence for both parties. The parties agree to perform their respective obligations so that the Project may be completed in accordance with this Agreement.

8.2 SCHEDULE In consultation with Subcontractor, the Contractor shall prepare the schedule for performance of Contractor's work (Progress Schedule) and shall revise and update such schedule, as necessary, as Contractor's work progresses. Subcontractor shall provide Contractor with any scheduling information proposed by Subcontractor for Subcontract Work and shall revise and update as Project progresses. Contractor and Subcontractor shall be bound by the Progress Schedule. The Progress Schedule and all subsequent changes and additional details shall be submitted to Subcontractor reasonably in advance of required performance. Contractor shall have the right to determine and, if necessary, change the time, order and priority in which various portions of Subcontract Work shall be performed and all other matters relative to Subcontract Work.

9 CHANGE ORDERS When Contractor orders in writing, Subcontractor, without nullifying this Agreement, shall make any and all changes in Subcontract Work, which are within the general scope of this Agreement. Any adjustment in the Subcontract Amount or time of performance shall be authorized by a Change Order. No adjustments shall be made for any changes performed by Subcontractor that have not been ordered by Contractor. A Change Order is a written instrument prepared by Contractor and signed by Subcontractor stating their agreement upon the change in Subcontract Work. If commencement and/or progress of Subcontract Work is delayed without the fault or responsibility of Subcontractor, the time for Subcontract Work shall be extended by Change Order to the extent obtained by Contractor, and the Progress Schedule shall be revised accordingly.

10 PAYMENT

10.1 SCHEDULE OF VALUES As a condition of payment, Subcontractor shall provide a schedule of values satisfactory to Contractor not more than fifteen (15) days from the date of this Agreement.

10.2 PROGRESS AND FINAL PAYMENTS Receipt of payment by Contractor from Owner for Subcontract Work is a condition precedent to payment by Contractor to Subcontractor. Subcontractor acknowledges that it relies on credit of Owner, not Contractor, for payment of Subcontract Work. Progress payments, less retainage, shall be made to Subcontractor, for Subcontract Work satisfactorily performed, no later than seven (7) days after receipt by Contractor of payment from Owner for Subcontract Work. Final payment of the balance due shall be made to Subcontractor no later than seven (7) days after receipt by Contractor of final payment from Owner for Subcontract Work. These payments are subject to receipt of such lien waivers, affidavits, warranties, guarantees or other documentation required by this Agreement or Contractor.

10.3 PAYMENTS WITHHELD Contractor may reject a Subcontractor payment application or nullify a previously approved Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect Contractor from loss or damage caused by Subcontractor's failure to (1) timely

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perform Subcontract Work, (2) properly pay subcontractors and/or suppliers, or (3) promptly correct rejected, defective or nonconforming Subcontract Work.

10.4 PAYMENT DELAY If Contractor has received payment from Owner and, if for any reason not the fault of Subcontractor, Subcontractor does not receive a progress payment from Contractor within seven (7) days after the date such payment is due, Subcontractor, upon giving seven (7) days' written notice to Contractor, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to Subcontractor has been received. Subcontract Amount and time of performance shall be adjusted by the amount of Subcontractor's reasonable and verified cost of shutdown, delay and startup, and shall be affected by an appropriate Change Order.

10.5 WAIVER OF CLAIMS Final payment shall constitute a waiver of all claims by Subcontractor relating to Subcontract Work, but shall in no way relieve Subcontractor of liability for warranties, or for nonconforming or defective work discovered after final payment.

10.6 OWNER'S ABILITY TO PAY

10.6.1 Subcontractor shall have the right upon request to receive from Contractor such information as Contractor has obtained relative to Owner's financial ability to pay for Contractor's work, including any subsequent material variation in such information. Contractor, however, does not warrant the accuracy or completeness of information provided by Owner.

10.6.2 If Subcontractor does not receive the information referenced in Subparagraph 10.6.1, Subcontractor may request the information from Owner and/or Owner's lender.

11 INDEMNITY To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor, Contractor's other subcontractors, Architect/Engineer, Owner and their agents, consultants, employees and others as required by this Agreement from all claims for bodily injury and property damage that may arise from performance of Subcontract Work to the extent of the negligence attributed to such acts or omissions by Subcontractor, Subcontractor's subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

12 CONTRACTOR'S RIGHT TO PERFORM SUBCONTRACTOR'S RESPONSIBILITIES AND TERMINATION OF AGREEMENT

12.1 FAILURE OF PERFORMANCE Should Subcontractor fail to satisfy contractual deficiencies or to commence and continue satisfactory correction of the default with diligence or promptness within three (3) working days from receipt of Contractor's written notice, then Contractor, without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct deficiencies and charge the cost thereof to Subcontractor, who shall be liable for such payment, including reasonable overhead, profit and attorneys' fees. In the event of an emergency affecting safety of persons or property, Contractor may proceed as above without notice, but Contractor shall give Subcontractor notice promptly after the fact as a precondition of cost recovery.

12.2 TERMINATION BY OWNER Should Owner terminate the prime agreement or any part which includes Subcontract Work, Contractor shall notify Subcontractor in writing within three (3) days of termination and, upon written notification, this Agreement shall be terminated and Subcontractor shall immediately stop Subcontract Work, follow all of Contractor's instructions, and mitigate all costs. In the event of Owner termination, Contractor liability to Subcontractor shall be limited to the extent of Contractor recovery on Subcontractor's behalf under the prime agreement. Contractor agrees to cooperate with Subcontractor, at Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of Owner termination and to permit Subcontractor to prosecute the claim, in the name of Contractor, for the use and benefit of Subcontractor, or assign the claim to Subcontractor.

12.3 TERMINATION BY CONTRACTOR If Subcontractor fails to commence and satisfactorily continue correction of a default within three (3) days after written notification issued under Paragraph 12.1, then Contractor may, in lieu of or in addition to Paragraph 12.1, issue a second written notification, to Subcontractor and its surety, if any. Such notice shall state that if Subcontractor fails to commence and continue correction of a default within seven (7) days of the written notification, the Agreement will be

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deemed terminated. A written notice of termination shall be issued by Contractor to Subcontractor at the time Subcontractor is terminated. Contractor may furnish those materials, equipment and/or employ such workers or subcontractors as Contractor deems necessary to maintain the orderly progress of Contractor's work. All costs incurred by Contractor in performing Subcontract Work, including reasonable overhead, profit and attorneys' fees, costs and expenses, shall be deducted from any monies due or to become due Subcontractor. Subcontractor shall be liable for payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Amount. At Subcontractor's request, Contractor shall provide a detailed accounting of the costs to finish Subcontract Work.

12.4 TERMINATION BY SUBCONTRACTOR If Subcontract Work has been stopped for thirty (30) days because Subcontractor has not received progress payments or has been abandoned or suspended for an unreasonable period of time not due to the fault or neglect of Subcontractor, then Subcontractor may terminate this Agreement upon giving Contractor seven (7) days' written notice. Upon such termination, Subcontractor shall be entitled to recover from Contractor payment for all Subcontract Work satisfactorily performed but not yet paid for, including reasonable overhead, profit and attorneys' fees, costs and expenses, subject to the terms of Paragraph 10.2. Contractor's liability for any other damages claimed by Subcontractor under such circumstances shall be extinguished by Contractor pursuing said damages and claims against Owner, on Subcontractor's behalf, in the manner provided for in Paragraph 12.2 of this Agreement.

13 CLAIMS AND DISPUTES

13.1 CLAIMS RELATING TO CONTRACTOR Subcontractor shall give Contractor written notice of all claims within seven (7) days of Subcontractor's knowledge of facts giving rise to the event for which claim is made; otherwise, such claims shall be deemed waived. All unresolved claims, disputes and other matters in question between Contractor and Subcontractor shall be resolved in the manner provided in this Agreement.

13.2 DAMAGES If the prime agreement provides for liquidated or other damages for delay beyond the completion date set forth in this Agreement, and such damages are assessed, Contractor may assess a share of the damages against Subcontractor in proportion to Subcontractor's share of responsibility for the delay. However, the amount of such assessment shall not exceed the amount assessed against Contractor. Nothing in this Agreement shall be construed to limit Subcontractor's liability to Contractor for Contractor's actual delay damages caused by Subcontractor's delay.

13.2.1 CONTRACTOR CAUSED DELAY Nothing in this Agreement shall preclude Subcontractor's recovery of delay damages caused by Contractor.

13.3 WORK CONTINUATION AND PAYMENT Unless otherwise agreed in writing, Subcontractor shall continue Subcontract Work and maintain the Progress Schedule during any dispute resolution proceedings. If Subcontractor continues to perform, Contractor shall continue to make payments in accordance with this Agreement.

13.4 MULTIPARTY PROCEEDING The parties agree, to the extent permitted by the prime agreement, that all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. To the extent disputes between Contractor and Subcontractor involve in whole or in part disputes between Contractor and Owner, disputes between Subcontractor and Contractor shall be decided by the same tribunal and in the same forum as disputes between Contractor and Owner.

13.5 NO LIMITATION OF RIGHTS OR REMEDIES Nothing in Article 13 shall limit any rights or remedies not expressly waived by Subcontractor which Subcontractor may have under lien laws or payment bonds.

13.6 STAY OF PROCEEDINGS In the event that provisions for resolution of disputes between Contractor and Owner contained in the prime agreement do not permit consolidation or joinder with disputes of third parties, such as Subcontractor, resolution of disputes between Subcontractor and Contractor involving in whole or in part disputes between Contractor and Owner shall be stayed pending conclusion of any dispute resolution proceeding between Contractor and Owner.

13.7 DIRECT DISCUSSION If a dispute arises out of or relates to this Agreement, the parties shall

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endeavor to settle the dispute through direct discussion.

13.8 MEDIATION Disputes between Subcontractor and Contractor not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The parties shall select the mediator within fifteen (15) days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.

13.9 OTHER DISPUTE PROCESSES If neither direct discussions nor mediation successfully resolve the dispute, the parties agree that the following shall be used to resolve the dispute.

☒ Arbitration: Arbitration shall be pursuant to the Construction Industry Rules of the American Arbitration Association, unless the parties mutually agree otherwise. A written demand for arbitration shall be filed with the American Arbitration Association and the other party to the Agreement within a reasonable time after the dispute or claim has arisen, but in no event after the applicable statute of limitations for a legal or equitable proceeding has run. The arbitration award shall be final. This agreement to arbitrate shall be governed by the Federal Arbitration Act, and judgment upon the award may be confirmed in any court having jurisdiction.

☐ Litigation: Action may be filled in the appropriate state of federal court.

13.10 COST OF DISPUTE RESOLUTION The cost of any mediation proceeding shall be shared equally by the parties participating. The prevailing party in any dispute that goes beyond mediation arising out of or relating to this Agreement or its breach shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred by the prevailing party in connection with such dispute.

14 JOINT DRAFTING The parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either party but shall be construed in a neutral manner.

CONTRACTOR: **Broaddus Construction, LLC - Austin**

BY: _____

PRINT NAME:_____

TITLE: _____

DATE: _____

SUBCONTRACTOR: **Company Name**

BY: _____

PRINT NAME:_____

TITLE: _____

DATE: _____

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EXHIBIT A

SUBCONTRACT WORK

Scope of Work

Inclusions: XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

Exclusions: XXXXXXXXXX

Initials _____

BROADDUS CONSTRUCTION

EXHIBIT B

LIST OF PLANS AND SPECIFICATIONS

DESCRIPTION	DATE	PAGES
Prime Agreement:		
Drawings:		
Specifications:		
Addenda:		
General, Special, Supplementary, and Other Conditions:		

Initials _____

EXHIBIT C

PROGRESS SCHEDULE

For the convenience of Subcontractor, Contractor estimates the project will be ready for the commencement of the Work to be performed according to the project schedule, but Contractor shall not be responsible for any loss or damage incurred by the Subcontractor by reason of any delays, however caused, in having project ready for the Work to be done hereunder to be commenced.

Project Start:

Project Completion:

Initials _____

BROADDUS CONSTRUCTION

EXHIBIT D

ALTERNATES AND UNIT PRICES

Initials _____

EXHIBIT E

CERTIFICATE OF INSURANCE

(Insert Project Insurance Certificate Here)

Initials _____

EXHIBIT F

BONDS

Initials _____

BROADDUS CONSTRUCTION

EXHIBIT G – SECTION 040

EXTRA WORK AND CHANGE ORDER PROCEDURES

Contractor may order changes in the work within the general scope of the Subcontract consisting of additions, deletions, or other revisions, with the Subcontract amount being adjusted accordingly. All such changes in the work will be authorized by a Work Authorization and will be performed so as not to impact schedule, progress, other ongoing work, or final project completion time unless otherwise so stated. The Subcontract will be adjusted by a Change Order via the following procedure:

1. Upon recognition of the need for additional work, Contractor will request of the Subcontractor's representative either a "LUMP SUM" or a "TIME AND MATERIAL - NOT TO EXCEED" proposal for the change.

LUMP SUM proposals will consist of an itemization of Subcontractor's materials and material costs, labor costs, man hours and rates, and Overhead and Profit percentages (or agreed upon unit price extensions) per the Subcontract Agreement. The proposal will be submitted on the Subcontractor's letterhead or other mutually agreeable format.

TIME AND MATERIAL NOT-TO-EXCEED proposals will consist of project labor, man hours, material and Sub-Subcontractor costs, plus Overhead and Profit percentage allowances.

2. Upon acceptance of either type of proposal, Contractor will issue a Work Authorization authorizing the Subcontractor to proceed. A copy of the work authorization will be presented to the Subcontractor's field representative as outlined below**. NO EXTRA WORK WILL BE CONSIDERED FOR PAYMENT WITHOUT A WORK AUTHORIZATION FROM CONTRACTOR.**

3. When work is performed on a TIME AND MATERIAL or TIME AND MATERIAL NOT-TO-EXCEED basis, the Subcontractor will present his own and his Sub-Subcontractor's T&M tickets daily to Contractor for signature. T&M tickets will be legible and of a format acceptable to Contractor. Daily tickets, prior to being signed, will contain each laborer's man hours and any material and/or equipment used. Each ticket will contain charges applicable to one, and only one, Work Authorization and will have the WA Number clearly indicated thereon.

4. When work is being performed under a LUMP SUM proposal, the original Work Authorization will be submitted to Contractor's office by the jobsite superintendent for preparation of a Change Order to the Subcontract. The subcontractor will receive a copy of the Work Authorization for his records.

5. Within 30 days of the last labor performed on a TIME AND MATERIAL Work Authorization, the Subcontractor will submit to Contractor a packet consisting of the following:

A. The **original** Work authorization.
B. A Summary listing of all time and material tickets.
C. Signed Daily tickets arranged by date.
D. Material invoices (as necessary).
E. Equipment rental invoices, if applicable.

Daily T&M tickets should be properly extended using the agreed upon labor rates. Materials with unit costs of less than $50.00 may be charged without need for additional backup unless specifically requested by Contractor; all material with unit costs greater than $50.00 will be accompanied by appropriate vendor invoices. Contractor-owned equipment with value greater than $300.00 may be charged at a rate as outlined in Contractor's contract with the Owner. If the Owner's contract makes no provision for rates for contractor-owned equipment, then the equipment may be charged at 75% of current AED rental rates (unless otherwise agreed upon in writing). Rented equipment may be charged only when accompanied by appropriate invoice backup. Incidental tools are included in allowable markups for Overhead and Profit.

6. Contractor reserves the right to not consider any request for Change Order not submitted within the 30 days allotted.

7. After review and approval by Contractor and the Owner, a Change Order will be issued for either the Lump Sum amount or the lesser of the TIME AND MATERIAL or TIME AND MATERIAL NOT-TO-EXCEED figures.

8. Upon receipt of a Change Order, the Subcontractor may submit for payment of the same (to the extent work is completed) on the next monthly application for payment. **Subcontractor should not include any items in his application for payment for which he has not received a Change Order.**

DISPUTED WORK AUTHORIZATIONS

If during the course of the project a dispute arises as to whether an item is included in the Subcontractor's current scope of work or not, every effort will be made between the Contractor's Superintendent and the Subcontractor to reach an agreement. Following this, and so as not to delay work, Contractor's Superintendent will issue a "DISPUTED" Work Authorization directing the Subcontractor to proceed with the work in question and maintain daily, signed T&M records. This document is in no way to be construed as an admission or agreement that the work is an extra to the Contract or that the Subcontractor will receive payment, but only recognizes the Subcontractor's claim to that effect. Resolution will be attempted by the management of Contractor and the Subcontractor. Should disagreement still remain, Contractor will make an unprejudiced presentation of the claim to the Owner, whose decision will be final and binding.
Under no circumstances are any disputes or disagreements regarding Work Authorizations to jeopardize the progress of the work at hand or the overall project schedule.

Initials _____

BROADDUS CONSTRUCTION

EXHIBIT G – SECTION 041

TEMPORARY SERVICES

Subcontractor agrees to furnish appropriate equipment, labor, and materials to provide the following temporary services:

Initials _____

EXHIBIT G – SECTION 050

SUBCONTRACTOR PAY APPLICATION

(Insert Pay Application Here)

Initials _____

EXHIBIT G – SECTION 051

PAY APPLICATION CONTINUATION SHEET

(Insert Continuation Sheet Here)

Initials _____

EXHIBIT G – SECTION 060

AFFIDAVIT AND BILL OF SALE FOR STORED MATERIALS

KNOW ALL MEN BY THESE PRESENTS THAT,

For and in consideration of the sum of _____

_____ Dollars, $_____

and other good and valuable consideration, the sufficiency of which is hereby acknowledged, _____

_____ (Seller) bargains and sells unto _____ (Purchaser) the materials and equipment included on the attached Exhibit 061 (Property), stored at the locations listed beside each item included thereon.

In consideration of the foregoing and the covenants herein contained, Seller agrees as follows:

1. Seller does hereby covenant and warrant to the Purchaser that Seller is the lawful owner of the Property; that the Property is free from all liens and claims whatsoever; that Seller has good right to sell the same; that Seller will warrant and defend same against the claims and demands of all persons.
2. Seller will provide safe and proper storage of the Property and will conspicuously and securely place on Property a sign or signs which show the Property is the Property of Purchaser.
3. The Property shall be held at Seller's risk and shall be kept insured against fire, theft, and all other hazards by Seller at Seller's expense while in its custody or control in an amount equal to the replacement costs thereof, with loss payable to Purchaser. Copies of such insurance shall be furnished to Purchaser.
4. Purchaser shall have the right to inspect the Property at any time during normal business hours at the storage facilities of Seller. The failure to inspect shall not be deemed a waiver of any of the rights of Purchaser, and, if the Property is found to be defective, in material or workmanship, stolen or lost, in whole or in part, Seller shall replace the same at its own cost and in accordance with the scheduling requirements of Purchaser.
5. The Property shall be subject to removal by Purchaser, at any time, upon Purchaser's instruction.

EXECUTED this _____ day of _____, _____.

SUBCONTRACTOR: _____

BY: _____

TITLE: _____

SUBSCRIBED AND SWORN TO before me by the said _____

this _____ day of _____, _____ to certify which witness by hand and seal of office.

_____ _____

My commission Expires: NOTARY PUBLIC in and for the State of TEXAS

Initials _____

BROADDUS CONSTRUCTION

EXHIBIT G - SECTION 061
AFFIDAVIT AND BILL OF SALE FOR STORED MATERIALS
STORED MATERIALS LISTING

Project: Date:
Subcontractor: Pay Request No.

Description of Material	Quantity	Unit Price	Previously Stored	Amount Withdrawn	Amount Added (1)	Presently In Storage	Storage Location
TOTALS							

(1) Include copy of vendor invoice supporting each item of stored materials included in the Value Added

(2) The stored material indicated above must be verified by Contractor's Project Manager, Superintendent, or Project Enginee

(3) Stored Material Verified: Printed Name/Title _____ Signature _____

Initials _____

BROADDUS CONSTRUCTION

EXHIBIT G – SECTION 070

SUBCONTRACTOR / SUPPLIER LISTING

Prior to first request for payment, Subcontractor must submit to Contractor a list (using this form) of major suppliers and sub-subcontractors that the Subcontractor will be using along with the amount of anticipated purchases from each supplier / subcontractor.

SUPPLIER / SUB-SUBCONTRACTOR **CONTACT PERSON** **TELEPHONE NUMBER / EMAIL ADDRESS**	**MONTH / AMOUNT**

Contractor reserves the right to make joint payments to any or all of the above suppliers and/or sub-subcontractors.

Initials _____

EXHIBIT G – SECTION 080

SALES TAX

JOB # 00000

Job Name
Job Address

(Enter Tax Information here.)

Initials _____

BROADDUS CONSTRUCTION

EXHIBIT – G SECTION 100

HAZARDOUS MATERIALS & MATERIAL SAFETY DATA SHEETS (MSDS)

OSHA holds Subcontractor responsible for the safety and health of Subcontractor's employees. It is Subcontractor's responsibility for having a Hazard Communication Program that meets the requirements outlined by OSHA.

Contractor requires Subcontractor to furnish a copy of Subcontractor's Hazard Communication Program. This copy will be located in a designated location at the jobsite. Subcontractor is responsible for providing and maintaining an MSDS notebook with job specific information. This notebook is to be located in a designated location at the jobsite. Subcontractor is responsible for the maintenance and accuracy of Subcontractor's MSDS notebook and for keeping the notebook updated as appropriate for current jobsite activities.

Subcontractor is responsible for providing Contractor with copies of MSDS for all materials that Subcontractor has on site or plans to bring on site to complete the work according to the Subcontract Agreement. Contractor will in turn supply Subcontractor's jobsite supervisor with MSDS on materials used by Contractor's employees to which Subcontractor's employees may be exposed. Contact Contractor's Project Manager or Jobsite Superintendent to obtain appropriate MSDS from Contractor and other subcontractors.

In addition, Subcontractor is responsible for removing excess chemicals and/or Hazardous Materials which Subcontractor has brought or might bring to the jobsite. Surplus Hazardous Materials and their containers (even if empty) will not be placed in Contractor's trash dumpsters or trash trucks for disposal by Contractor at a public trash dump.

If the chemical(s) Subcontractor plans to use is made up of Toluene, Xylene, Benzene, Ethyl Benzene, Trichloroethane, Methyl Ethyl Ketone (butanone or MEK), limit the quantity on the jobsite, when possible substitute with an alcohol or orange-peel-based solvent, and store and handle the material in such a manner as to prevent spills, overfills, and splashes giving rise to ground contamination.

Initials _____

BROADDUS CONSTRUCTION

EXHIBIT G – SECTION 110

SAFETY, DRUGS, ALCOHOL AND WEAPONS POLICY

POLICY

To ensure the safety of Contractor and Subcontractor employees, Contractor requires that Hard Hats be worn by everyone at all times while on jobsite premises. Subcontractor is responsible for providing Hard Hats and all necessary Personal Protective Equipment for Subcontractor's employees. Subcontractor is responsible for assuring that Subcontractor's employees arrive at jobsite wearing proper attire to ensure personal safety. Shorts and sandals are not acceptable attire. Shirts and proper shoes or boots must be worn at all times.

To further the Contractor's goal of providing a safe work environment for Contractor and Subcontractor employees working on Contractor's jobsites, the possession, use, or distribution of Prohibited Substances is not permitted. Prohibited Substances include, but are not limited to, alcoholic beverages, inhalants, narcotics, illegal drugs, simulated "look alike" drugs, drug paraphernalia, and prescription drugs which may adversely affect one's working ability. Employees are not permitted to work when alcohol or other Prohibited Substances are present in their system. NO firearms (whether permitted or not permitted), unauthorized explosives, or weapons of any kind are allowed on jobsite premises. Entry into Contractor premises is conditioned on the Contractor's right to search the person, personal effects, and vehicles of any entrant for Prohibited Substances, Firearms, Explosives and Weapons. These searches may involve the use of electronic detection devices, scent-trained dogs, or any other search method deemed appropriate by Contractor.

Any employee who fails to abide by the above rules and/or who refuses to submit to a search or drug test will not be allowed to work on any of Contractor's projects.

SPECIFIC SUBCONTRACTOR RESPONSIBILITIES

1. Communicate the contents of this policy to all employees before they are assigned to any of Contractor's projects, ensuring that employees understand that Subcontractor fully supports this Policy.
2. Subcontractor shall agree, if required by Contractor, to drug test individual employees and/or groups of employees based on suspicion of use and/or as part of an ongoing random drug testing program.
3. If portions of the work are subcontracted to other companies, Subcontractor shall be required to ensure that those subcontractors conform to the requirements of this Policy.

INDEMNIFICATION

Nothing herein is intended to restrict Subcontractor's responsibility and liability for all such actions. Subcontractor will indemnify, defend, and hold harmless the Contractor and its agents and employees, from and against all claims, liabilities, and causes of action, including attorney's fees and defense costs arising out of or resulting from Subcontractor's compliance or noncompliance with this Safety, Drug, Alcohol, and Weapons Policy.

Subcontractor is responsible for ensuring that Subcontractor's subcontractors (Sub-subcontractors) adhere to the above policies.

Initials _____

EXHIBIT G – SECTION 120

TEMPORARY FACILITIES

Contractor agrees to furnish the following checked temporary facilities for the Subcontractor's use:

- ☐ Temporary Toilets for use by Subcontractor's employees
- ☐ Construction Water
- ☐ Dumpsters – Unless specified otherwise in the scope of work, Contractor will furnish dumpsters on the site or at the nearest possible location for use by Subcontractor in disposal of construction debris. Subcontractor is responsible for maximizing the use of these dumpsters. Boxes must be crushed prior to disposal in the dumpster. Ductwork and other bulky items must be collapsed to a minimum before placing in Contractor's dumpster. Failure to comply this requirement will result in a backcharge to Subcontractor for additional dump charges.
- ☐ Drinking Water
- ☐ Phone – A phone (for local calls only) will be available solely at discretion of Contractor's superintendent.
- ☐ Fax Machine – Subcontractor may use Contractor's fax machine (local use only) for matters relating to the Project.

Initials _____

EXHIBIT G – SECTION 200

SPECIAL CONDITIONS

Initials _____

BROADDUS CONSTRUCTION

EXHIBIT H

ANTI-KICKBACK AFFIDAVIT

I, _____, solemnly affirm and declare under penalties of perjury in the local jurisdiction and upon personal knowledge that there is a prohibition of kickbacks relating to contractors, subcontractors and all, on any and all construction/development projects in which **Owner** acts as Developer or is involved in any capacity.

Specifically:

It is prohibited for any person

(1) To provide or offer to provide any kickback;

(2) To solicit, accept, or attempt any kickback; or

(3) To include, directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor or a higher tier subcontractor or in the contract price charged by a prime contractor.

I further solemnly affirm and declare under penalties of perjury and upon personal knowledge that I have not offered or accepted any form of kickback associated with my responsibilities on any and all construction/development projects in which **Owner** acts as Developer or is involved in any capacity.

Signature _____ Date _____

Initials _____