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CONTRACTORS' WORK CONTRACT

Article 1 Agreement

This agreement made this _____ day of _____, 2022 between Core Concrete LLC herein after call the Contractor and **xx** herein after called the "Subcontractor" to perform part of the Work on the following project:

Project: **xxx**

Contractor: Core Concrete LLC, PO Box 1985, Laramie, WY 82072

Subcontractor: **xxx**

Contract Price: **\$xxx,xxx.00**

Article 2 Scope of Work

2.1 Subcontractor's Work. The contractor employs the Subcontractor as an independent Contractor, to perform the work necessary or incidental to *complete the Foundation Walls (with and without Brick Ledges), Pilasters, Footers, Rebar, Piers, and Foundation Pad Footers, Brick Ledge, along with the Concrete Pump.*

2.2 In accordance with the Contract Documents and as more particularly, though not exclusively, specified in: Manufactures recommended installation, instructions and warranties, IBC International Building Code 2018, as adopted by the City of Cheyenne and the State of Wyoming, Cheyenne Board of Public Utilities standards, and all appropriate OSHA requirements.

Note: The additions or deletions in the form of an addendum's are listed for the purpose of clarifying their inclusion in this subcontract, as they, for various reasons, may not have been included in the plans and technical specifications relating directly to this Work.

2.3 Contract Documents. The Contract Documents include, but shall not be limited to, any and all specifications, drawings, addenda, modifications and exercised alternatives, which relate in any way to work or requirements of the Subcontractor for which Contractor is bound in any way to any and all persons or entities. Subcontractor agrees to be bound to Contractor by the same terms and conditions pursuant to which the Contractor may be bound to any and all persons or entities under the terms and conditions of any and all said Contract Documents, or parts thereof. Said Contract Documents are hereby incorporated herein by reference. The Subcontractor recognizes that additions, deletions, or changes may be made in or to the Contract Documents and Subcontractor

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agrees to comply with any such additions, deletions, or changes. Upon the Subcontractor's request the Contractor shall furnish one (1) electronic copy of any part of these documents, which Subcontractor agrees to keep confidential. Subcontractor understands and acknowledges that the plans to utilized for construction are intended as a design, guide and a minimum standard, all of which represents the structure as a whole. Any work normally required by standard practice or applicable codes and standards not specifically shown or called out on the plans is required and included as part of this Subcontract and its associated work.

2.4 Conflicts. In the event of a conflict between this Agreement and the Contract Documents, this Agreement shall govern, except as follows; **no exceptions.**

Article 3 Schedule of work

3.1 Time is of the essence. Time is of the essence and Subcontractor agrees to see to the performance of its work and the work of its sub- Subcontractor's so that the entire Project may be completed in accordance with the Contract Documents and the Schedule of Work. The Contractor may prepare the Schedule of Work and revise such schedule as the Work progresses.

3.2 Duty To Be Bound. The Subcontractor shall be bound by the Schedule of Work. The Subcontractor shall provide the Contractor with any requested scheduling information for the Subcontractor's Work.

3.3 Schedule Changes. Contractor may from time to time, modify or alter the Work Schedule, require Subcontractor to perform Work with different crew sizes or in a different sequence from that contemplated by the Subcontractor or which is normal in the industry, but no such requirement of Contractor shall entitle Subcontractor to any increase in the consideration under this Subcontract except as may be provided for hereinafter.

3.4 Priority of Work. The Contractor shall have the right to decide the time order and priority in which the various portions of the Work shall be performed and all other matters relative to the timely and orderly conduct of the Subcontractor's Work. The Subcontractor shall commence its to work within three (3) days of notice to proceed from the Contractor. If such work is thereafter interrupted or delayed without the fault or responsibility of the Subcontractor, Subcontractor shall resume such work within two working days from the Contractor's notice to do so.

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Article 4 Contract Price

The Contractor agrees to pay the Subcontractor for the satisfactory performance of Subcontractor's Work the sum of: **\$xxx,xxx.00 dollars**. In accordance with **article 5, subject to the additions or deletions per Article 6.**

Article 5 Payment (XX)

5.1 General provisions

5.1.1 Schedule of Values. Within **5** days from the date of execution of this Agreement, the Subcontractor shall provide a schedule of values of the various categories and portion of this Subcontract, which schedule shall be subject to the Contractor's work. (XX)

5.1.2 Payment use Restriction. No payment received by the Subcontractor shall be used to satisfy or secure any indebtedness other than one owed by the Subcontractor to a person furnishing the labor or materials for the use in performing the Subcontractor's Work.

5.1.3 Payment Use Verifications. The Contractor shall have the right at all times to contact the Subcontractor's sub-Subcontractor's and suppliers to ensure that the same are being paid by the Subcontractor for labor or materials furnished for use in performing the Subcontractor's Work. Subcontractor agrees to provide Contractor with the information requested in these regards.

5.1.4 Partial Lien Waivers and Affidavits. When required by the Contractor and as a prerequisite for payment the Subcontractor shall provide, in a form satisfactory to the Owner or Contractor, partial lien or claim waivers and affidavits from the Subcontractor, and its Subcontractor's and suppliers, for the completed Subcontractor's Work. Such waivers may be made conditional upon payment. In addition, Contractor shall have the discretion to make payments with checks made payable to Subcontractor and its sub-Subcontractor's and suppliers.

5.1.5 Subcontractor Payment Failure. In the event the Contractor has reason to believe that labor, material or other obligations incurred in the performance of the Subcontractor's Work are not being paid, the Contractor may give written notice of such belief to the Subcontractor and may take any steps deem necessary to ensure that any progress payment shall be utilized to pay such obligations. If upon receipt of said notice the Subcontractor does not:

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(a) supply evidence to the satisfaction of the Contractor that the monies owing to the claimant have been paid; or

(b) post a bond indemnifying the Owner, the Contractor surety, if any, and the premises from such claim or lien; then the Contractor shall have the right to retain out of any payments due or to become due to the Subcontractor a reasonable amount to protect the Contractor from any and all loss, damage or expense, including Attorneys' fees, arising out of or relating to any claim or lien attributable to Subcontractor's acts or failures to act until the claim or lien has been satisfied by the Subcontractor.

5.1.6 Payment Not Acceptance. Payment to the Subcontractor is specifically agreed not to constitute or imply acceptance by the Contractor or the Owner of any portion of the Subcontractor's Work.

5.2 Progress Payment.

5.2.1 Application. The Subcontractor's progress payment application for work performed in the preceding payment period shall be submitted to the Contractor per the terms of this Agreement and specifically Articles 5.1.1, 5.2.2, 5.2.3, and 5.2.4 for approvals of the Contractor and **the Owner's representative no later than the 25th of the month. (XX - mid-point and completion?)**

5.2.2 Retainage/Security. (XX%) The rate of Retainage shall not exceed the percentage retained from the Contractor's payment by the Owner for the Subcontractor's Work. A bond will not be required of the Subcontractor. However, the Subcontractor will have retainage withheld in the amount of 10% of the total monthly invoice that is approved for payment. The Subcontractor will be allowed to submit a request for the release of retainage upon completion and satisfactory acceptance of the Work by the General Contractor, and or the Architect and engineers on the project. Final payment of retainage will be paid when the General Contractor has been paid the release of retainage by the Owner unless special provisions have been made. Subcontractor acknowledges and agrees that the Contractor shall not be obligated to provide for, to collect, or to pay interest to Subcontractor on any deposit or retainage in any case or under any circumstances, regardless of whether or not the Contractor may otherwise be entitled to the same Owner.

5.2.3 Time of Application. The Subcontractor shall submit progress payment applications to the Contractor no later than **(XX - Friday of each week?)** the **xx** day of each payment period for work performed up to and including the **xx** day of

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the payment period indicating work completed and, to the extent allowed under Article 5.2.4, Material suitably stored during the preceding payment period.

5.2.4 Stored Materials. Unless otherwise provided in the Contract Documents, and if approved in advance by the Owner, applications for payment may include materials and equipment not incorporated in the Subcontractor's Work but delivered and suitably stored at the site or at some other location agreed upon in writing. Approval of payment application for such stored items on or off this site shall be conditioned upon submission by the Subcontractor of bills of sale and applicable insurance or such other procedures satisfactory to the Owner and Contractor to establish the Owner's title to such materials and equipment or otherwise protect the Owner's and Contractor interest therein, including transportation to the site.

5.2.5 Time of Payment. Progress payments to the Subcontractor for satisfactory performance of the Subcontractor's Work shall be made no later than seven calendar days after receipt by the Contractor of payment from the Owner for such Subcontractor's Work except as may be otherwise provided for herein.

5.3 Final Payment

5.3.1 Application. Upon acceptance of the Subcontractor's Work by the Owner, the Contractor, and if necessary, the Architect, and upon the Subcontractor furnishing evidence of fulfillment of the Subcontractor's obligations in accordance with the Contract Documents and article 5.3.2, the Contractor shall forward the Subcontractor's application for final payment without delay. Subcontractor acknowledges that the retainage is separate from the final payment and that any and all retainage deductions shall be made in accordance with Article 5.2.2 herein above.

5.3.2 Requirements. Before the Contractor shall be required to forward the Subcontractor's application for final payment to the Owner, the Subcontractor shall submit to the Contractor, at the discretion of the Contractor:

- (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontractor's Work for which the Owner or his property or the Contractor or the Contractor's surety might in any way be liable, have been paid or otherwise satisfied;
- (b) consent of surety to final payment, if required;
- (c) satisfaction of required closeout procedures;
- (d) A set of as built drawings of the Work;

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(e) all paperwork relating to all materials and equipment furnished by Subcontractor or incorporated in Subcontractor's Work including, but not limited to, warranties, operation manuals, and certificates.

(f) other data if required by the Contractor or Owner, such as certifications, receipts, releases, and waivers of all liens to the extent and inserts for as they may be designated by the Contractor or Owner. Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontractor's work, but shall in no way relieve the Subcontractor of liability for the obligations assumed under Article 8.8 hereof, or for faulty or defective work appearing after final payment.

5.3.3 Time of Payment. Final payment of the balance due in the contract price shall be made to the Subcontractor:

(a) upon Contractors receipt of the Owners waiver of all claims related to the Subcontractor's work except for unsettled liens, unknown defective work, and non-compliance with the Contract Documents or warranties; and

(b) within 7 calendar days after receipt by the Contractor of final payment from the Owner for such Subcontractor's Work.

Article 6 Changes, Claims and Delays.

6.1 Changes/Claims. When the Contractor so orders in writing ([E-Mail via CoreConcreteOffice@Gmail.com](mailto:CoreConcreteOffice@Gmail.com) and CoreConcreteEstimates@Gmail.com), the Subcontractor, without nullifying this Subcontract, shall make any and all changes in the Subcontractor's Work and the Subcontractor agrees to proceed with the work as directed by the Contractors written order, Subcontractor shall not be entitled to payment for extra work and/or additional material unless agreed to by Contractor in writing. Subcontractor agrees to make all such claims in the same manner as Contractor is required to make a claim against the Owner provided for in the Contract Documents. Notwithstanding anything therein to the contrary, no payment shall be due the Subcontractor because of change work until the Contractor has received payment from the Owner for said changed work performed by the Subcontractor. Additionally, Subcontractor shall, at the Contractor's discretion, submit all necessary documentation to verify the amount of cost or credit resulting from any change, failure to do so is grounds for termination by Contractor of this Subcontract and/or refusal to pay any extra costs claimed. Subcontractor agrees that any change order executed by the Subcontractor shall include all additional compensation and all time to which Subcontractor is entitled as of the date of execution of the Change Order. Subcontractor agrees to make any and all claims for money or time in such

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Change Orders. The Subcontractor shall give the Contractor written notice of all claims within seven (7) days prior to the beginning of the Subcontractor's work or the event for which such claim is to be made, or immediately upon the Subcontractor's first knowledge of the event, which ever shall first occur, otherwise, such claim shall be deemed waived. If Contractor and Subcontractor are unable to immediately agree on an adjustment of the Subcontract amount, then a written order to proceed from the Contractor, Subcontractor shall timely perform such additional Work and/or shall delete search Work or both and the adjustment, if any, in the subcontract amount shall be determined later in accordance with the Contract Documents. Prior to such determination, Subcontractor shall not have the right to terminate this Subcontract nor refuse to timely do the Work. If Subcontractor refuses to timely proceed in accordance with the Contractor's written order, Contractor may either proceed as may be provided in accordance with the Contractor's written order, Contractor may either proceed as may be provided an Article 9 herein, or may terminate this Subcontract upon two (2) days written notice to Subcontractor.

6.2 Delay. If the progress of the Subcontractor's work is substantially delayed without the fault or responsibility of the Subcontractor, then the time for the Subcontractor's Work shall be extended by Change Order to the extent obtained by the Contractor under the Contract Documents and the schedule of work shall be revised accordingly. The Contractor shall not be liable to the Subcontractor for any damages or additional compensation as a consequence of the delays caused by any person not a party to this Subcontract, it being understood and agreed by the Subcontractor that the Subcontractor's sole and exclusive remedy for delay against Contractor shall be an extension in time for performance of the Subcontractor's work.

6.3 Liquidated Damages. If the Contract Documents provide for liquidated or other damages or delay beyond the completion date set forth in the Contract Documents, are so assessed, then the Contractor may assess the same against the Subcontractor in proportion to the Subcontractor's share of the responsibility for such a delay. However, the amount of such assessment shall not exceed the amount assessed against the Contractor.

Article 7 Subcontractor's obligations

7.1 Obligations Derivative. The Subcontractor binds itself to the Contractor under this agreement in the same manner as the Contractor is bound to the Owner under the Contract Documents.

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7.2 Responsibilities. In addition to any and all other provisions creating responsibilities upon the Subcontractor in this Agreement, the Subcontractor agrees to the following:

(a) The Subcontractor shall furnish all of the labor, materials, equipment, and services, including, but not limited to, competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Subcontractor's Work. Subcontractor shall be responsible for any and all obligations to provide subsistence and travel relating to the Subcontractor's labor. Subcontractor shall be responsible for any and all obligations to pay for freight and taxes relating to all materials, equipment, labor, or services provided by the Subcontractor.

(b) The Subcontractor shall provide a list of proposed sub-subcontractors, and suppliers, be responsible for taking field dimensions, providing tests, ordering of materials and all other actions as required to meet the Schedule of Work. Subcontractor represents that he has determined and verified all materials, field measurements and field construction criteria related thereto and has checked and coordinated the information therein with the requirements of the Work of the Contract Documents. The approval by the Architect of any submittal by the Subcontractor does not relieve Subcontractor from responsibility for errors or omissions in such submittals and from any deviation from the requirements of the Contract Documents unless Subcontractor specifically informed the Architect in writing of such deviation at the time of submission and the Architect gives written approval to the specific deviation. Subcontractor is strictly responsible for any additional costs to himself or others resulting in anyway from use of non-specified material, equipment, or procedure, even if approved by Architect with specific approval for any deviation, if any.

(c) Subcontractor will keep the project free of Liens resulting from work or materials supplied to or by Subcontractor. Subcontractor does hereby indemnify and hold harmless Contractor from any and all costs, damages and expenses (including attorney fees) resulting from any such liens or failure to pay for any additional work or material. These representations and warrants are hereby included and made part of each application for payment.

(d) Should any damages including liquidated damages, be assessed against Contractor, Subcontractor shall be responsible to Contractor for that portion of any such damage assessed because of the performance of the Subcontractor. Subcontractor agrees to timely perform in accordance with the construction schedule prepared by Contractor and Subcontractor will not be entitled to any additional payments because of timely or early completion of this

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Subcontract. In the event no construction schedule has been prepared by Contractor, Subcontractor nevertheless agrees to timely perform the work.

(e) Subcontractor represents and warrants by execution of this Subcontract that he has inspected the job site, and has acquainted himself with all conditions of the grounds, buildings and all other conditions that may affect the work.

(f) Subcontractor agrees to observe and comply with all Federal, State and Local Statutes and/or ordinances relating to the performance of this subcontract (including the Occupational Safety and Health Act of 1970 as amended), to assume all responsibilities of the Contractor thereto and to indemnify and hold harmless the Contractor from all penalties, damage or other loss resulting from Subcontractor failure to do so.

(g) Regardless of whether or not the Subcontractor has been paid for materials or whether or not title to said materials may have passed to the Owner, Contractor or any other party, Subcontractor is responsible for all materials supplied by Subcontractor or supplied to Subcontractor by others, which materials are to be used by or installed by Subcontractor and said responsibility shall continue until the Owner has accepted the whole project or the part thereof where they said materials have been used or installed.

(h) Subcontractor agrees that all contracts and/or purchase orders with others for any portion of the Work and/or the furnishing up any materials shall contain a provision that said sub-subcontractor or supplier shall be bound to Contractor, at Contractors option, to perform work and/or furnish the materials tell Contractor for the agreed price if this Subcontract is terminated for any reason.

(i) Subcontractor agrees to retain a set of "as built" drawings of the Work and shall provide the same to Contractor immediately upon Contractors request.

(j) Subcontractor agrees to deliver to Contractor all paperwork relating to all materials and equipment furnished by Subcontractor or incorporated in Subcontractor's Work including, but not limited to, warranties, operating manuals, and certificates.

7.3 Temporary Services. The Subcontractor shall furnish all temporary services and/or facilities necessary to perform its Work except as may be otherwise provided.

7.4 Coordination. The Subcontractor shall:

(a) Cooperate with the Contractor and all others whose work may interfere with the Subcontractor's Work;

(b) Specifically note and immediately advise the Contractor of any such interference with the Subcontractor's Work; and

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(c) Participate, at Contractors discretion, in the preparation of coordination drawings and work schedules in areas of congestion.

7.5 Authorized Representative. The Subcontractor shall designate one or more persons who shall be the authorized Subcontractor's representative(s) (a) on site and (b) off site. Such authorized representative(s) shall be the only person(s) to whom the Contractor shall issue instructions, orders or directions, except in an emergency.

7.6 Provision for Inspection. The Subcontractor shall notify the Contractor when portions of the Subcontractor's Work are ready for inspection. The Subcontractor shall at all times furnish the Contractor and its Representatives adequate facilities for inspecting materials at the site or any place where materials under this Agreement may be in the course of preparation, process, manufacture or treatment. The Subcontractor shall furnish to the Contractor in such detail and as often as required, full report of the safety and progress of the Subcontractor's Work irrespective of the location of such work.

7.7 Safety. The Subcontractor shall at all times keep the building and premises free from unsafe conditions resulting from Subcontractor's Work. The Subcontractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Subcontractor shall take all reasonable precautions for the safety of, and shall provide all reason of protection to prevent damage, injury or loss to all employees on the Work and all other persons who may be affected thereby, as well as all of the work and all materials and equipment to be incorporated therein, and the other property at this site or adjacent there to including trees, etc. The Subcontractor shall erect and maintain, as required by existing conditions and as may be required by any applicable Federal, State, or local legislation or rules or regulations, all reasonable safeguards including, but not limited to, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent utilities.

7.8 Clean Up. The Subcontractor shall:

(a) at all times keep the building and premises free from rubbish, trash, and debris resulting from Subcontractor's Work; and

(b) broom clean each work area prior to discontinuing work and said area and complete any and all other cleanup necessary from Subcontractor's Work as it may be ordered by Contractor. To the extent Subcontractor fails to immediately comply with any of Contractors order for cleanup, Contractor may hire sufficient

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labor to immediately perform such clean up and deduct the cost thereof from any amounts due or to become due to the Subcontractor.

7.9 Protection of Work. The Subcontractor shall take necessary precautions to properly protect the Subcontractor's Work and the work of others from damage caused by the Subcontractor's operations. Should the Subcontractor cause damage to the work or property of the Owner, the Contractor or others, the Subcontractor shall immediately notify Contractor and thereafter promptly remedy such damage to the satisfaction of the Contractor, or the Contractor may so remedy and deduct the cost thereof from any amounts due or to become due to the Subcontractor.

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7.10 Permits, Fees and Licenses. The Subcontractor shall give adequate notice to authorize pertaining to the Subcontractor's Work and secure and pay for a permit, fees, licenses, assessments, inspections and taxes necessary to complete the Subcontractor's Work in accordance with the Contract Documents.

(XX) will pay for building permit.

7.11 Assignment. The Subcontractor shall not assign this Subcontract nor its proceeds nor subcontract the whole nor any part of the Subcontractor's Work without prior written approval of the Contractor.

7.12 Non-Contracted Services. The Subcontractor agrees, except as otherwise provided in this Subcontract, that no claim for non-contracted construction services rendered or material furnished shall be valid.

Article 8 Sub contract provisions

8.1 Layout Responsibility and Levels. Subcontractor shall be strictly responsible for the accuracy of the Subcontractor's Work and for any loss or damage to the Contractor or others by reason of the Subcontractor's failure to set out or perform its work correctly. The Subcontractor shall exercise prudence so the actual final conditions and details shall result in perfect alignment of finish surfaces and/or finish to final product.

8.2 Workmanship. Every part of the Subcontractor's work shall be executed in strict accordance with the Contract Documents in the most sound, workmanlike, and substantial manner. All workmanship shall be of the best of its several kinds, and all materials used in the Subcontractor's Work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work, and shall be new except such materials as may be expressly provided in the Contract Documents to be otherwise.

8.3 Materials Furnished by Others. In the event the scope of the Subcontractor's Work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided and thereupon handle, store and install the items with such skill and care to ensure a satisfactory and proper installation. Loss or damage due to acts of the Subcontractor shall be deducted from any amounts due or to become due the Subcontractor.

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8.4 Substitutions. No substitution shall be made in the Subcontractor's Work unless permitted in the Contract Documents and only then upon Subcontractor first receiving all approvals required under the Contract Documents for substitutions. The Subcontractor shall indemnify the Contractor for any increased costs incurred by the Contractor as a result of such substitutions, whether or not the Subcontractor has obtained approval thereof.

8.5 Use of Contractors Equipment. The Subcontractor, its agents, employees, sub-subcontractors or suppliers shall not use the Contractors equipment without the express written permission of the Contractor's designated representative. If the Subcontractor or any of its agents, employees, suppliers or lower tier subcontractor's do utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items owned, leased, or under the control of the Contractor, the Subcontractor shall be liable to the Contractor as provided in Article 10 for any loss or damage (including personal injury or death) which may arise from such use, except where such losses or damages shall be found to have been due solely to the negligence of the Contractors employees operating such equipment.

8.6 Privity. Until final completion of the Project, the Subcontractor agrees not to perform any work directly for the Owner or any tenants thereof, or deal directly with the Owners representatives in connection with the Project, unless otherwise directed in writing by the Contractor. All work for this Project performed by the Subcontractor shall be processed and handled exclusively by the Contractor.

8.7 Subcontract Bond.

8.8 Warranty. The Subcontractor warrants its Work against all deficiencies and defects in materials and/or workmanship and as called for in the Contract Documents. The Subcontractor agrees to satisfy such warranty obligations, which appear within the guarantee or warranty period established in the Contract Documents without cost to the Owner or the Contractor. If no guarantee or warranty is required of a Contractor in the Contract Documents then the Subcontractor shall guarantee or warranty it's work as described above for the period of one year from the date(s) of substantial completion of all or a designated portion of the Subcontractor's Work or acceptance or used by the Contractor or Owner of designated equipment, whichever is sooner. The Subcontractor further agrees to execute any special guarantees or warranties that shall be required for the Subcontractor's Work prior to final payment.

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8.9 Acknowledgment. Commencement of work by Subcontractor constitutes acknowledgment that all prior, related, adjacent, and/or dependent work is acceptable to it, including cleanup in the connection with prior work, and shall not furnish a basis for any future claims for damages, extras, or excusable non-compliance with the plans, specifications or time schedule.

Article 9 Recourse by Contractor

9.1 Failure of Performance. Should the Subcontractor at any time, either prior to starting any work or after partial completion thereof, be adjudged insolvent, or adjudicated a bankrupt, or makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or refused or neglect to supply a sufficient number of properly skilled workman, or a sufficient quantity of materials or proper quality, or fails to make prompt payment to his Subcontractor's for materials or labor, or fail in any respect to prosecute the work covered by this contract, with promptness and diligence, or fail in the performance of any of the provisions here in contained, or disregard laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise breaches any provision of this Subcontract, or any of the Contract Documents incorporated herein the Contractor may at his option, after 48 hours written notice delivered to the Subcontractor and **without prejudice to any other rights or remedies which it may have at law or in equity**, pursue any or all of the following remedies:

(a) supply such number of workers and quality of materials, equipment and other facilities as the Contractor deems necessary for the completion of the Subcontractor's Work, or any part of thereof which the Subcontractor has failed to complete or perform after the aforesaid notice, and charge the cost thereof to the Subcontractor, who shall be liable for the payment of same including reasonable overhead and as hereinafter provided, profit and attorney's fee. Contractor may deduct such costs thereof from any money then do or thereafter to become due to this Subcontractor under this Subcontract;

(b) contract with one or more additional subcontractors to perform such part of the Subcontractor's Work as the Contractor shall determine will provide the most expeditious completion of the total Work and charge the cost thereof, including reasonable overhead as hereinafter provided and costs incurred in obtaining additional subcontractors, to the Subcontractor. Contractor may deduct such costs thereof from any money then do or thereafter to become due to the Subcontractor under this Subcontract; and

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(c) withhold payment of any monies due this Subcontractor pending corrective action to the extent required by and to the satisfaction of the Contractor and Owner.

(d) terminate the employment of the Subcontractor for the said work, in which case Contractor shall have the right to enter upon the premises and take possession, for the purpose of completing the work included under this subcontract, of all the drawings, materials, tools and appliances thereon, and Contractor may employ any other person or persons to finish the work and provide the materials therefore; and in case of such discontinuance of the employment by said Contractor, said Subcontractor shall not be entitled to receive any further payment under this contract even if the unpaid balance of the amount to be paid to the Subcontractor under this Subcontract exceeds the expenses incurred by the Contractor in finishing the work. In the event of any emergency affecting the safety of persons or property, the Contractor may proceed as above without delivering notice. If, pursuant to any of the remedies provided for herein, the Contractor does not perform any work or services or enters into further or additional subcontract agreement(s) because of the default of the Subcontractor, the Contractor shall be entitled to charge the Subcontractor the cost thereof plus **Eight (8%)**, which Subcontractor agrees represents the Contractor's reasonable overhead expense, and Subcontractor hereby agrees to pay the same. Additionally Subcontractor agrees that it shall be liable to Contractor for all consequential damages sustained by Contractor as a result of the Subcontractor's failure to perform. If any and all such expenses and/or damages shall exceed the unpaid balance of the amount to be paid to the Subcontractor under this Subcontract, then the Subcontractor shall pay the difference to the Contractor. In the event it becomes necessary for the Contractor to collect any deficiency from the Subcontractor by legal action, the Subcontractor agrees to reimburse Contractor for its legal and court expense in connection with such action, including reasonable attorney fees.

9.2 Delivery of Notice. The Contractor's duty to deliver notice as provided for in Article 9.1 shall be satisfied by delivering said notice, at Contractor's option, in person or by mail. If Contractor chooses to deliver in person, delivery shall be complete by leaving the notice with Subcontractor personally, or by leaving a copy at the Subcontractor's usual place of abode, usual place of business, or at the job site with that officer, foreman, manager or employee of the Subcontractor. If Contractor chooses to deliver by mail, delivery shall be completed upon Contractor's depositing of said notice in the United States mail, postage prepaid, address to Subcontractor at his last known address.

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9.3 Suspension by Owner. Should the Owner suspend the Prime Contract or any part of the Prime Contract which includes the Subcontractor's Work, the Contractor shall so notify Subcontractor whereupon the Subcontractor shall immediately suspend the Subcontractor's Work. In the event of such Owner suspension, the Contractors liability to the Subcontractor is limited to the extent of the Contractor's recovery on the Subcontractor's behalf under the Contract Documents.

9.4 Termination by Owner. Should the Owner terminate the Prime Contract or any part of the Prime Contract which includes the Subcontractor's Work, the Contractor shall so notify the Subcontractor whereupon this Agreement shall also be terminated and the Subcontractor shall immediately stop the Subcontractor Work. In such case, Subcontractor shall only be entitled to reasonable compensation for that portion of this Subcontract that has been performed to that date, but shall not be entitled to any loss of profit on the Subcontract as a whole.

Article 10 Indemnification

10.1 Subcontractor's Indemnification. Subcontractor hereby assumes entire responsibility and liability for any and all damages or injury of any kind or nature whatsoever (including death resulting therefrom) to any and all persons or entities, whether employees of the Subcontractor or otherwise, and to any and all property in any way caused by, resulting from, relating to, arising out of, or occurring in any connection with the execution of the Work provided for in this Subcontract. If any person or entity shall make a claim or demand, or initiate any action for judgments liabilities, losses, expenses, attorneys fees, citations, penalties or any other type of damages or injury (including whether resulting therefrom) as here in above described whether such claim, demand or action may be based upon the Subcontractor's or the Contractors alleged breach of any term of the Contract Document, or active or passive negligence, or participating in a wrong or upon any alleged breach of any Federal, State, or local law, rule, ordinance or statutory duty or obligation on the part of the Contractor or Subcontractor, the Subcontractor agrees to indemnify and save harmless the Contractor (including its owners, officers, employees, servants, agents, affiliates, parents, subsidiaries and successors) from and against any and all actions, demands, judgments, liabilities, damages, losses, expenses, attorneys fees, citations, penalties, or the like that the Contractor (including its owners, officers, employees, servants, agents, affiliates, parents, subsidiaries and successors) may sustain as a result of any such claim, demand or action. Furthermore, Subcontractor agrees that, at Contractor's option, Contractor may hire its own

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attorney to defend it against any and all such claims, demands or action, in which case Subcontractor agrees to assume, on behalf of the Contractor, the cost of any defense including but not limited to attorneys fees - of any action whatsoever, whether in law or equity or otherwise, which may be brought against the Contractor upon such claim, demand or action. At Contractors option, Subcontractor agrees to assume, on behalf of the Contractor, the actual defense of any action whatsoever, whether in law or in equity or otherwise, which may be brought against the Contractor upon such claim, demand or action. In any and all events, Subcontractor agrees to pay on behalf of a Contractor, upon its demand, the amount of any judgment, liabilities, damages, losses, expenses, attorneys fees, citations, penalties, or the like, that may be entered against or incurred by the Contractor due to any such claim, demand or action. Such obligations as herein described shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity, whether by agreement, statute, common law, or otherwise, that would otherwise exist as to Contractor. Subcontractor further agrees that any amounts which have or maybe become due to Subcontractor under this agreement may be retained by the Contractor and applied toward any indemnification which is due the Contractor pursuant to the terms of this, and any other indemnification provision herein, or which may become due the Contractor from the Subcontractor for any other matter of which the Contractor has notice, whether or not there is litigation, at that time such sum would otherwise become due the Subcontractor under this Agreement.

10.2 No Limitation Upon Liability. In any and all claims against the Owner, the Architect, the Contractor (including its Owners, officers, employees, agents, affiliates, parents, subsidiaries and successors) and any other contractors or subcontractor's, or any of their agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor's may be liable, the indemnification obligation under this Article 10 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 under Workers or Workmen's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

10.3 Compliance With Laws. The Subcontractor agrees to be bound by, at its own cost, comply with all Federal, State and local laws, ordinances and regulations (hereinafter collectively referred to as "laws") applicable to the Subcontractor's Work including, but not limited to, Equal Employment Opportunity, Minority Business Enterprise, Women's Business Enterprise, Disadvantage Business Enterprise, safety, including, but not limited to, the

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Occupational Safety and Health Act of 1970 as amended, and all other laws with which the Contractor must comply according to the Contract Documents. The Subcontractor shall be liable to the Contractor and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Subcontractor, its employees and agents resulting from the failure to comply therewith, including, but not limited to, any fines, penalties or corrective measures.

10.4 Patents. Except as otherwise provided in the Contract Documents, the Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented materials in the Subcontractor's Work. The Subcontractor shall defend all suits for claims for infringement of any patent rights arising out of the Subcontractor's Work, which may be brought against the Contractor or Owner, and shall be liable to the Contractor and Owner for all loss, including all costs, expense, and attorney's fees.

Article 11 Insurance

11.1 Subcontractor's Insurance. Prior to start of the Subcontractor's work, the Subcontractor shall procure for the Subcontractor's Work and remain in force Worker's Compensation insurance, Employers Liability Insurance, Comprehensive General Liability Insurance, Comprehensive Automobile Liability and all insurance required of the Contractor under the Contract Documents except as follows: **No Exceptions**

In addition, at Contractors option, Subcontractor agrees that it shall procure for the Subcontractor's Work and maintain in force such additional insurance of the type and of the limits as follows: Comprehensive general liability insurance, insuring the Owner, Contractor and Subcontractor for liability from personal injuries, death and property damages arising from any work done furtherance of this Subcontract.

- Bodily Injury/Death: \$1 million per occurrence
- Property damage: \$1 million per occurrence Or combined Single limits: \$1 million per occurrence General Aggregate: \$2 million
- Auto liability coverage for all vehicles weather owned, non-owned or hired
- Bodily Injury/Death \$1 million per occurrence or a combined single limits: \$1 million Property damage: \$1 million Excess umbrella: \$1 million per occurrence/Aggregate limit The Contractor, Owner and Architect shall be named as additional insured on each of these policies except for Worker's Compensation unless this right is otherwise waived in writing. The additional insured completed operations must be provided to Core Concrete LLC for a

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period equal to the statute of repose for the State in which the work is performed. The insurance required herein above shall include contractual liability insurance covering the Subcontractor's obligation under Article 10.

11.2 Minimum Limits of Liability. The Subcontractor's Comprehensive General and Automobile Liability Insurance shall be written with a minimum as stated above unless the project Owner requires greater limits.

11.3 Number of Policies. Comprehensive 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.

11.4 Cancellation, Renewal or Modification. The Subcontractor shall maintain all insurance coverage required under this Agreement at the Subcontractor's sole expense and with the insurance companies acceptable to the Contractor. All insurance policies shall contain a provision that the coverage afforded thereunder shall not be canceled or not renewed nor restrictive modifications added, until at least 30 days prior written notice had been given to the Contractor unless otherwise specifically required in the Contract Documents. Subcontractor shall name Core Concrete LLC and the Owner as additional insured with regard to General and Automobile Liability for ongoing and completed operations. General and Automobile liability will also have a Waiver of Subrogation in favor of Core Concrete LLC and the Owner. This coverage will be on a primary and non-contributory basis. Subcontractor shall provide Core Concrete LLC with the endorsements showing these coverages. In the event any of its Work is sublet, Subcontractor shall require is lower tier to obtain and maintain similar insurance coverage and to provide certificates to Contractor as described above. Subcontractor will provide to Contractor on a regular basis of the aggregate balance of insurance coverage at that date. Completed operations must prepare provided to Core Concrete LLC equal to the State statute of repose after completion, and shall include Automobile, and general liability insurance. Certificates of Insurance, or certified copies of policies acceptable to the Contractor shall be filed with the Contractor prior to the commencement of the Subcontractor's Work. In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Subcontract, the Contractor may purchase such coverage and charge the expense thereof to the Subcontractor, or terminate this Agreement.

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11.5 Waiver of Rights. The Subcontractor agrees to waive all rights against Contractor, Owner, the Architect, separate contractors, and all other subcontractor's for loss or damage caused by fire or other perils, but only to the extent covered by Risk or any other property or equipment insurance, except such rights as a Subcontractor may have to the proceeds of such insurance. If not covered under Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract Documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for the portions of the Subcontractor's Work stored off the site or in transit, when such portions of the Subcontractor's Work are to be included in an application for payment under Article 5.

Article 12 Miscellaneous Contract Provisions

12.1 Inconsistencies and Omissions. Should inconsistencies or omissions appear in the Contract Documents, it shall be the duty of the Subcontractor to so notify the Contractor in writing within three (3) days of the Subcontractor's discovery thereof. Upon receipt of said notice, the Contractor shall instruct the Subcontractor as to the measures to be taken and the Subcontractor shall comply with the Contractor's instructions.

12.2 Law and Effect. This Subcontract shall be governed by the law of the State of Wyoming

12.3 Severability and Waiver. The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. If failure of Contractor to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

12.4 Attorneys Fees. Should Contractor employ an attorney to institute suit or to enforce any of the provisions hereof, to protect its interest in any matter arising under this Subcontract, or to collect damages for the breach of the Subcontract or to recover on a surety bond given by a party under this Subcontract, then Contractor shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses expended or incurred therein.

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

12.6 Entire Agreement. This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

12.7 Modifications. No provision of this Subcontract may be changed, waived, modified, amended, discharged or terminated except in writing executed by authorized representative of both parties.

12.8 Arbitration Proceedings in Which Contractor is Involved. If Contractor shall be a party to any arbitration proceeding with respect to the project and if Contractor asked that Subcontractor be joined as a party and search arbitration whether directly, as third-party, or in some other capacity, Subcontractor agrees to join in and be bound by the results of such arbitration proceeding irrespective of whether Subcontractor or a Contractor, apart from this provision, shall have any right or obligation to arbitrate with each other under the Subcontract.

12.9 Binding Effect. Subcontractor agrees that all of the covenants, agreements, conditions in undertakings in this agreement contained are hereby declared to all shall extend and inure to and be binding upon the Subcontractor, and Subcontractor's successors, spin off, subsidiaries, grantees, assigns, heirs, transferees, or the like, the same as if they were in every case name and provided for herein and wherever in this Subcontract reference is made to the Subcontractor herein, such reference shall be held to include and apply to Subcontractor's successors, subsidiaries, spinoffs, grantees, assigns, heirs, transferees, or the like, the same as if in each and every case it was so expressed. The Subcontract shall survive all mergers, consolidations, dissolutions, and reorganizations of whatever form of the Subcontract and it shall be binding upon the survivor or successor or other entity which results from any search merger, consolidation, dissolution or re-organization of whatever nature.

Article 13 Special Provisions

13.1 Precedence. It is understood the work to be performed under this Agreement, and compliance with the terms and conditions herein is as described in Articles 1 through 13 herein together with the following Special Provisions, which are intended to complete same.

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13.2 Other Special Provisions. Subcontractor's communications regarding the project, the contract, the pricing associated with the project, and all other matters concerning the project shall be discussed directly with the General Contractor, and will include no other parties.

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SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement was signed by the parties by their duly authorized officers/agents and made effective as of the undersigned date.

Core Concrete LLC **xx** ("Subcontractor")

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

Project: xx

NOTARY PUBLIC (Below)

State of _____

County of _____

This _____ signed and sworn to (or affirmed) before me on
Title of document being signed & sworn eg. affidavit

_____ by _____
Date Name(s) or Person(s) Making Statement

Signature of Notarial Officer

Title (e.g. Notary Public)

My commission expires: _____