



P.O. Box 2909, Kirkland, WA 98083-2909 Tel 425.202.3600 Fax 425.202.3610

SUBCONTRACT FORM

Project Name: _____

Project Location: _____

Project Owner: _____

Owner Contract No.: _____

MidMountain Contract No.: _____

Prepared: _____

This document has important legal consequences. Prior to its completion or modification, consultation with an attorney is encouraged.

THIS AGREEMENT WAS PREPARED TO FAIRLY ALLOCATE RESPONSIBILITIES, RISKS AND EXPENSES ARISING OUT OF THE PERFORMANCE OF THIS WORK, AND IS MADE AND ENTERED INTO BY AND BETWEEN:

Contractor: MIDMOUNTAIN CONTRACTORS, INC.
Address: PO Box 2909
 Kirkland, WA 98083-2909
Telephone: (425) 202-3600

Subcontractor:
Address:

Telephone:

Contractor, for full, complete, and faithful performance of this Subcontract, agrees to pay Subcontractor:

- (a) Lump Sum amount of:
XX Dollars (\$XXXXXXX), or
- (b) Unit Prices as set forth in the attached Subcontract Exhibit A for quantities provided in accordance with this Subcontract, which on the basis of Owner’s estimated quantities produces a gross contract price of approximately:
XX Dollars (\$XXXXXXX).

In consideration of Contractor's payment to Subcontractor, Subcontractor agrees as follows:

1. **Scope of Work.** The Subcontractor shall furnish and perform all labor, materials, tools, supplies, equipment, services, facilities, and supervision necessary for the complete and proper performance of the work items described in the attached Subcontract Exhibit A, including any changes or additional work ordered under this Subcontract (the "Work").
2. **Contract Documents.** The Contract Documents for this Subcontract consist of this Subcontract Agreement, including the Subcontract General Conditions and any and all exhibits, attachments, or addenda, and the Main Contract. The Main Contract consists of (1) the terms and conditions of the contract agreement between Owner and Contractor, including any general conditions, supplementary or special conditions, drawings, specifications, addenda, and other supplemental instructions; and (2) other contract documents including:

The Main Contract has been and remains available to Subcontractor and is incorporated by reference into this Subcontract Agreement.

3. **Performance of Subcontract Work.** Subcontractor agrees to perform its Work in strict accordance with the terms and conditions of this Subcontract and the Contract Documents, including but not limited to the Main Contract. Subcontractor also agrees to be bound by all laws; government regulations, orders, and decisions; and all terms and conditions of the Main Contract to the extent of the work performed under this Subcontract.
4. Under the provisions of Article P, a bond (is) (is not) required under this Subcontract. (If the parties do not make a selection under this paragraph, the parties agree that no bond is required for the Work.)
5. Under the provisions of Article R, the amount of insurance required for this Subcontract is set forth in Attachment A. If providing a professional service such as construction consulting, engineering (including but not limited to any engineering related to the preparation of shop drawings or other submittals), building information modeling, testing services, surveying, or shoring design, a certificate of insurance is required showing evidence of errors and omissions insurance. The minimum requirement is \$2,000,000 Occurrence and \$3,000,000 Aggregate.
6. **Responsibility.** By its signature below, Subcontractor verifies under penalty of perjury under the laws of the State of Washington that Subcontractor meets the responsibility criteria set forth in RCW 39.04.350(1), as well as all supplemental responsibility criteria set forth in the Contract Documents, and Subcontractor possesses an electrical contractor license, if required by chapter 19.28 RCW, or an elevator contractor license, if required by chapter 70.87 RCW. Subcontractor shall provide these same responsibility criteria to each of its lower-tier subcontractors and shall verify that each of its lower-tier subcontractors meet these criteria.

IN WITNESS WHEREOF, CONTRACTOR and SUBCONTRACTOR have executed this agreement, effective the date of the last authorized signature unless otherwise agreed.

MIDMOUNTAIN CONTRACTORS, INC.
CONTRACTOR

By _____

Print Name _____

Title _____

Date: _____

SUBCONTRACT (Company Name)

By _____
SUBCONTRACTOR (Authorized Signature)

Print Name _____

Title _____

Date: _____

MIDMOUNTAIN CONTRACTORS, INC.
CONTRACTOR

By _____

Print Name _____

Title _____

Date: _____

SUBCONTRACT GENERAL CONDITIONS

A. OBLIGATIONS, RESPONSIBILITIES, AND NOTICE

It is agreed that Subcontractor will assume toward Contractor all obligations and responsibilities which Contractor has assumed toward Owner under the Main Contract to the extent of the Work of this Subcontract, and Subcontractor shall be entitled to all privileges and protections granted Contractor under the Main Contract. In case of conflict between the terms of this Subcontract and the Main Contract, this Subcontract shall control. Subcontractor agrees not to assign or subcontract any portion of the performance of this Subcontract without the prior written consent of Contractor. Subcontractor shall designate in writing all lower-tier subcontractors to Contractor and shall not subsequently change lower-tier subcontractors without Contractor's approval. Contractor shall furnish to Subcontractor, upon Subcontractor's request, the legal description of the premises covered by the Main Contract. A copy of the Main Contract will be made available upon request.

Subcontractor shall provide written notice to Contractor within 5 calendar days or within sufficient time to allow Contractor to give notice to Owner pursuant to the Main Contract (whichever is sooner), after occurrence of any instances of interruption, extra work, changed work, delay, impact, hindrance or efficiency loss of any nature whatsoever to Subcontractor or Subcontractor's performance of the Work. In the event Subcontractor believes it is entitled to receive compensation due to damages from such an occurrence(s) or is entitled to an extension of time, or is entitled to both, Subcontractor's Statement of Claim (setting forth in detail with supporting data the Subcontractor's basis for entitlement and quantum for any such claim) shall be delivered to Contractor within an additional 15 days or within sufficient time to allow Contractor to forward Subcontractor's Statement of Claim to Owner (whichever is sooner), to meet any applicable Main Contract requirements. **FAILURE OF SUBCONTRACTOR TO PROVIDE TIMELY WRITTEN NOTICE, AS PROVIDED IN THIS PARAGRAPH, AND/OR FAILURE BY SUBCONTRACTOR TO TIMELY PROVIDE ITS STATEMENT OF CLAIM FOR AN INCREASE IN THE SUBCONTRACT AMOUNT, OR FOR AN EXTENSION OF TIME MAY RESULT IN A WAIVER OF SUBCONTRACTOR'S CLAIM.**

Contractor does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Contractor's waiver is unequivocal, explicit, and in writing.

B. DRAWINGS

Subcontractor agrees to furnish at no additional cost, and in sufficient time so as not to delay progress to any aspect of the Project, all drawings, specifications, samples, data, final selections of materials, and other submittals and specified items required by the Main Contract or this Subcontract for approval by Owner or Owner's agent. Subcontractor agrees that review or approval of any of Subcontractor's submittals by the Contractor, Owner, or Owner's agent shall not constitute acceptance of any deviation from the requirements of the Main Contract or this Subcontract. Subcontractor shall defend and indemnify Contractor from any and all damages arising from substitutions or deviations by Subcontractor from the requirements of the Main Contract or this Subcontract.

C. SCHEDULING

Subcontractor agrees that time is of the essence in performing this Subcontract. Subcontractor shall start work on the date named by Contractor and shall complete the several portions and the whole of the Work at such times as set forth in Contractor's most current schedule and so as to enable Contractor to timely comply with the Main Contract. Subcontractor shall cooperate with Contractor and other subcontractors. Subcontractor shall be bound by any provisions in the Main Contract for liquidated damages and, if liquidated damages are assessed against Contractor by Owner, shall pay such damages for any delay to the extent caused by Subcontractor. The preceding language shall not be construed to deprive Contractor of any right to recover separate or additional damages for delay to the extent caused by Subcontractor.

The Work must proceed in a timely manner and must be completed in sufficient time to allow the trades following to perform their work without delay or disruption. Regardless of disputes of any nature, Subcontractor must proceed with timely performance of the Work unless directed otherwise in writing by Contractor.

D. PAYMENTS

Payment Conditioned on Owner Payment. It is agreed that as an express condition precedent to any payment by Contractor to Subcontractor under this Subcontract that the Contractor must first receive payment from Owner for the work of Subcontractor for which payment to Subcontractor is sought. Subcontractor specifically agrees that it is relying upon Owner's credit (not Contractor's) for payment, and Subcontractor specifically accepts the risk of nonpayment by Owner. At the reasonable written request of Subcontractor, Contractor agrees to furnish such information as is reasonably available to Contractor from Owner regarding Owner's financial ability to pay for performance under the Main Contract. The parties agree Contractor does not warrant the accuracy or completeness of information provided by Owner.

In the event Owner does not make payment to Contractor for Subcontractor's work, then Subcontractor waives its rights under Chapter 39.08 RCW and 40 U.S.C. § 276, and any payment bond posted by Contractor on this Project, and Subcontractor agrees its sole remedy shall be against Owner.

Subcontractor shall submit to Contractor a Subcontractor Application for Payment (using Contractor's Schedule of Values form) by the 20th day of each month for work projected to be complete through the end of the month. If the 20th day of the month falls on a weekend or holiday, Subcontractor shall submit its Subcontractor Application for Payment by no later than the last business day prior to the 20th day of the month. Unless otherwise mutually agreed, Contractor shall withhold retainage from Subcontractor in the amount of 5% or as required by law. Contractor's obligation to release retainage to Subcontractor shall be subject to (1) proof that there are no unpaid claims which would provide the basis of a lien against the premises, withheld retainage, or Contractor's payment or performance bond; or (2) withholding of sufficient funds, or in the alternative furnishing a sufficient payment and performance bond by Subcontractor, to ensure correction or completion of the Work and the payment of all suppliers and lower-tiered subcontractors. Subcontractor shall be paid within ten days after Contractor has received payment from Owner for the Work that is satisfactorily completed as of the date of Contractor's last progress billing. The Work shall not be considered satisfactorily completed without Owner or Owner representative's written approval and agreement to pay for the Work. Final payment for the Work shall be made within ten days after Contractor has received final or complete payment from Owner, provided Subcontractor has satisfactorily completed the Work and fulfilled each of its obligations under this Subcontract. When required by Contractor, and as a prerequisite for any payment, Subcontractor shall provide in a form satisfactory to Contractor partial lien releases, claim waivers, and affidavits of payment from Subcontractor and its lower-tier subcontractors and suppliers of any tier for the completed portion of Subcontractor's work. In addition, Subcontractor agrees that, as a condition precedent to its right to receive payment, Subcontractor shall complete all documents required by Main Contract, this Subcontract, and Contractor, including but not limited to Subcontractor Daily Field Reports.

If the Main Contract permits payment for materials delivered to the jobsite or to satisfactory storage facilities, Subcontractor may invoice for materials so delivered and receive payment as outlined above; provided, however, that such stored materials shall be at the risk of Subcontractor until acceptance of the Subcontract work. Subcontractor acknowledges that all payments accepted by Subcontractor or which are otherwise due under this Subcontract shall constitute a trust fund in favor of laborers, materialmen, governmental authorities, and all others who are legally entitled to claim a lien on the premises covered by this Subcontract or otherwise file a claim against any retainage or payment bond. Subcontractor shall pay its own subcontractors and suppliers all sums owed them within ten days of receipt of payment from or on behalf of Contractor. Subcontractor agrees that no assignment of any payment otherwise due under this Subcontract shall be effective without first securing the express approval of any assignee to the limitations contained in this subsection.

Progress payments shall be deemed advances and are subject to adjustment at any time prior to final payment for errors, overpayment, Contractor's good faith determination that the remaining balance of payment may be insufficient to insure completion of Work covered by this Subcontract, or to pay lien, retainage, or bond claims. If Contractor determines in good faith that Subcontractor is obligated to Contractor or anyone else for labor, fringe benefits, taxes,

supplies, materials, equipment rental, or other proper charges against the Work covered by this Subcontract, the amount of such obligation may be deducted by Contractor from any payment or payments, including retainage, made under this provision. Provided further that Contractor may from time to time require, and Subcontractor shall promptly provide within 3 days after written demand, a statement in writing with supporting documentation setting forth what amounts, if any, are due or payable by Subcontractor to third parties for labor, fringe benefits (including but not limited to any amounts due or payable by Subcontractor to any union, union trust fund, or pension or benefit plan of any kind), taxes, supplies, materials, equipment, or other proper charges against the Work in connection with, or arising out of the performance of, this Subcontract. The supporting documentation must be provided by the third party to whom amounts are due. Where Subcontractor has made payments to a pension or benefit plan of any kind, Subcontractor must provide a statement of all payments made to date within 3 days of Contractor's request for same. Provided further that Contractor may from time to time require, and Subcontractor shall promptly provide within 3 days after written demand, a statement in writing from Subcontractor, along with supporting documentation from any third party or pension or benefit plan of any kind, that no payments are outstanding or otherwise due and the third party or pension or benefit plan is paid in full as of the date Contractor required the written statement and supporting documentation. In the event such statement and supporting third-party documentation is not provided by Subcontractor, Contractor may withhold payment until such statement and supporting third-party documentation is provided. Should Subcontractor fail to provide such statement and supporting third-party documentation in a timely manner, Contractor may terminate this Subcontract without further notice. In case of such termination, and in addition to any other rights and remedies Contractor may have, Contractor shall have all rights as specified in Article J of this Subcontract. If retainage is held in an interest bearing account, then proportionate interest will be paid to Subcontractor.

Contractor shall have no obligation to release retainage or make final payment to Subcontractor until Subcontractor has done all of the following: (1) signed, notarized, and returned to Contractor an unmodified Final Waiver of Lien and Claims in a form acceptable to Contractor; (2) completed and provided to Contractor all as-built drawings and operation and maintenance manuals required by the Main Contract and fully completed all other Project closeout requirements; (3) provided fully executed final lien waivers from all lower-tiered subcontractors and suppliers in a form acceptable to Contractor; (4) complete and acceptable performance of the Work, including but not limited to punchlist work, approved by the Contractor and the Owner or Owner's agent.

Subcontractor shall not assign the proceeds of this Subcontract or any other rights or obligations under this Subcontract without the prior written consent of Contractor. Subcontractor shall require any assignee who takes any interest in the Subcontract to agree that assignee: (1) agree to the terms of this Subcontract; (2) shall have no right to payment unless and until all employees, union trust funds, taxing authorities, suppliers, and lower-tiered subcontractors have been paid, and any claims of Contractor have been satisfied; (3) will repay to Contractor immediately upon request any amount Contractor overpaid to Subcontractor; and (4) shall be bound to the terms and limitations regarding payment contained in this Agreement. Any assignment that fails to accept all of these terms as conditions of the assignment shall be void.

Should Subcontractor be in breach of any of the terms of this Subcontract, Subcontractor authorizes Contractor to deduct from any payment, contract balance, withheld retainage, or monies otherwise due under this Subcontract all amounts necessary to fully or partially reimburse Contractor for any damages arising from Subcontractor's breach.

E. CHANGE ORDERS

Contractor may, without invalidating this Subcontract, order in writing extra work or make changes by altering, adding to, or deducting from the Work and the Subcontract price shall be adjusted accordingly. All such Work shall be executed under the conditions of this Subcontract and of the Main Contract, except that any claims for extension of time caused by changes or additions to the Work must be agreed upon at the time of ordering such change. Subcontractor shall make no claims for extras unless the same shall be agreed upon in writing by Contractor prior to the performance of any such extra work. If additional work has been fully accepted by Owner, payment shall be made to Subcontractor within 10 days after payment to Contractor unless the request for additional work originated with Contractor, rather than with Owner, in which case payment will be made in a reasonable amount of time following acceptance of the Work by Contractor. In case of any dispute over adjustment of the Subcontract price or time, Subcontractor shall proceed with the work and the dispute shall be resolved in accordance with the procedures set

forth in the Main Contract, to the extent that Contractor is bound by such procedures, otherwise by the procedures set forth in Article U. Subcontractor shall not be entitled to any additional compensation or extension of time unless Subcontractor shall have made written request to Contractor for such within sufficient time to permit Contractor to give timely notice to Owner. Subcontractor acknowledges that, unless expressly stated otherwise within a written change order, any change in the contract price and time effected through a written change order shall constitute full payment and accord and satisfaction for all cost incurred, labor performed, material and equipment furnished, and any delay, acceleration, or loss of efficiency associated with the change in the work.

F. NATURE OF WORK

Subcontractor has satisfied itself as to the nature and location of the Work; all federal, state, and local laws, rules, and ordinances applicable to the Work; the character, kind, and quality of material to be encountered; the character, kind, and quantity of equipment needed; the location, conditions and other matters which can in any manner effect the Work under this Subcontract agreement; and Subcontractor acknowledges that Subcontractor has had a reasonable opportunity to examine the site, all of the Main Contract documents, and this Subcontract. Prior to commencing the Work, Subcontractor shall examine the site and any surfaces upon which Work is to be performed, and shall notify Contractor in writing of any conditions which might adversely affect Subcontractor's Work. Failure to timely notify Contractor in writing of any such conditions will constitute a waiver of entitlement to any additional compensation or contract time arising out of such conditions. This clause shall not be understood to relieve Subcontractor of any additional notice requirements under this Subcontract or the Main Contract.

G. SUBCONTRACTOR EMPLOYER

Subcontractor has the status of "employer" as defined by the Industrial Insurance, Workers' Compensation, Unemployment Compensation, Social Security, and other similar acts of the federal, state, and local laws, rules, and ordinances. Subcontractor further warrants and acknowledges the following: (a) Subcontractor is customarily engaged in an independently established business of the same nature as the Work performed under this Subcontract; (b) Subcontractor is responsible for filing a schedule of expenses with the IRS for the type of business Subcontractor is conducting; (c) Subcontractor has an account with the Department of Revenue and other appropriate state agencies for the payment of all applicable state taxes; (d) Subcontractor has registered for and received a unified business identifier number from the State of Washington; and (e) Subcontractor separately maintains a set of books or records that reflect all items of income and expenses of its business.

Subcontractor shall withhold from its payroll applicable Social Security taxes, Worker's Compensation and Unemployment Compensation contributions, and any other lawfully required withholding, and Subcontractor shall pay the same. Contractor shall be in no way liable as an employer of, or on account of, any employees of Subcontractor. Before final payment is made under this Subcontract, Subcontractor shall furnish Contractor affidavits certifying that Subcontractor has complied with these laws, rules, and regulations. Subcontractor hereby agrees to defend and indemnify Contractor for any and all liability under such laws arising from the Work performed under this Subcontract.

H. PERMITS, TAXES

Subcontractor shall obtain and pay for all permits, fees, and licenses necessary for the performance of this Subcontract and shall pay any and all federal, state, and local taxes, applicable to the work to be performed under this Subcontract. Owner or Contractor shall obtain and pay for the initial building permit applicable to the Main Contract and unless stated otherwise herein shall be responsible, as between Contractor and Subcontractor, for payment of state sales/use taxes applicable to the project. To the extent applicable, prices in this Subcontract include Washington state sales and use tax.

I. MATERIALS

Materials delivered by or for Subcontractor and intended to be incorporated into the Work shall remain on the jobsite and shall become property of Owner upon payment, but Subcontractor may repossess any surplus materials remaining upon the Work's completion and final acceptance by Contractor and Owner or Owner's agent. All scaffolding,

apparatus, ways, works, machinery, and plants brought upon the premises by Subcontractor shall remain Subcontractor's property. It shall be Subcontractor's responsibility to unload, store, and protect its materials, to bear the risk of its loss, and to protect such material against loss until actually incorporated into the Work and the Work accepted by the Contractor and Owner or Owner's agent, regardless of whether title may have previously passed to the Owner under the preceding provisions. Subcontractor shall not bear that portion of loss arising from the fault of Contractor and not Subcontractor's failure to protect its materials as required under this article or the Main Contract.

J. TAKEOVER

1. **Termination/Suspension by Owner.** In the event Contractor's Work under the Main Contract is terminated, other than for Contractor's default, prior to project completion, an equitable adjustment to the contract price for Work performed under this Subcontract prior to such termination will be made as provided for in the Main Contract; if no such provision exists, then by mutual agreement; or, failing either of these methods, by arbitration as provided for in the Disputes clause of this Subcontract. Subcontractor shall be entitled to prospective profits on unperformed Work only to the extent Contractor is able to recover such profits.

In the event Owner, for any cause other than Contractor's default, temporarily suspends Work under the Main Contract, Contractor may order Subcontractor to suspend Work under this Subcontract. Subcontractor shall not be entitled to any additional compensation or damage for such suspensions, except, and only to the same extent, Contractor receives additional compensation from Owner under the provisions of the Main Contract for Subcontract Work.

2. **Termination/Suspension for Convenience.** Upon three calendar days written notice to Subcontractor, Contractor may terminate this Subcontract in whole or in part for Contractor's convenience and/or at its option. Subcontractor's remedy for such convenience or optional termination is limited to the following: (1) payment pursuant to the terms of this Subcontract for all Work properly performed prior to termination; (2) partial payment for lump sum items of Work on the basis of the percent complete of such items at the time of termination; and (3) Subcontractor's reasonably close-out costs. In no event shall Subcontractor be entitled to any compensation for loss of anticipated profits or unallocated overhead on work not performed.
3. **Termination for Default.** If Subcontractor (1) refuses or fails to supply enough properly skilled workers, materials, or equipment to maintain the schedule of Work; (2) refuses or fails to make prompt payment to lower-tier subcontractors or suppliers of labor, materials, or services; (3) refuses or fails to correct, replace, or re-execute faulty or defective Work performed or materials furnished; (4) refuses or fails to obey any law, ordinance, rule, regulation, or lawful order of any public authority having jurisdiction over the Project or the Work; (5) files for bankruptcy; or (6) materially breaches this Subcontract and fails to correct the material breach and maintain the corrected condition within not less than three working days of receipt of written notice of the breach, then Contractor, without prejudice to any rights or remedies otherwise available to it, shall have the right to any or all of the following remedies:
 - (1) Supply such numbers of workers and quantity of materials, equipment, and other facilities as Contractor deems necessary for the completion of Subcontractor's Work, or any part thereof, which Subcontractor has failed to complete or perform after the above notice, and to charge the cost thereof to Subcontractor, who shall be liable for the payment of same, including Contractor's reasonable overhead and profit.
 - (2) Contract with one or more additional subcontractors to perform such part of Subcontractor's Work as Contractor shall determine to provide prompt completion of the Project and charge the cost thereof to Subcontractor, including Contractor's incidental costs, reasonable overhead, and profit.
 - (3) Withhold payment of any monies due or to become due Subcontractor pending corrective action to the extent required and to the satisfaction of Contractor.
 - (4) Terminate this Subcontract; use any materials, tools, or equipment furnished or belonging to Subcontractor to complete Subcontractor's Work, provided equivalent equipment is not locally available for lease, will not be supplied by substitute subcontractor, and its procurement will delay completion of the Work; and furnish

additional materials, equipment, and workers, or hire a replacement subcontractor or subcontractors, as Contractor deems necessary to maintain the orderly progress of the Work. All costs, including reasonable overhead, profit, and attorney fees, incurred by Contractor in arranging to and performing Subcontractor's Work shall be charged to Subcontractor and Contractor shall have the right to deduct such expenses from monies due or to become due Subcontractor. Subcontractor shall be liable for the payment of any expenses incurred in excess of the unpaid balance of the Subcontract Price.

In the event of any emergency, Contractor may proceed as above without notice.

K. UNIT PRICE

In the event this Subcontract contains unit price items it is understood and agreed that any quantities mentioned are approximations only and subject to change as required by the Main Contract or as ordered and directed by Contractor. Unit prices include all costs associated with the unit of work being ordered, including costs of labor, small tools, supplies, equipment, specialized services, materials, applicable taxes, overhead, and profit.

L. QUALITY/WARRANTY

Materials or Work rejected by Contractor, Owner, or Owner's agent as failing to conform to the Main Contract shall upon notice from Contractor be immediately removed by Subcontractor. Failure of Contractor to immediately reject any Work or materials as installed shall not in any way waive Contractor's right to object at any subsequent time.

M. JOB DAMAGE

Damage caused by Subcontractor, or any of Subcontractor's lower-tier subcontractors or suppliers, to work other than Subcontractor's shall be immediately reported to Contractor, and Subcontractor shall be responsible for its repair. Any damage caused to Work of Subcontractor shall be immediately reported to Contractor.

N. SAFETY

Subcontractor and its lower-tier subcontractors shall take all reasonably necessary safety precautions pertaining to its Work and performance of its Work, including compliance with applicable laws, ordinances, regulations and orders issued by a public authority, whether federal, state, local or other, OSHA/DOSH (Washington State Division of Safety and Health), and any safety measures requested by Contractor. Subcontractor shall at all times be responsible for providing a safe jobsite and be responsible for the work performance and safety of all employees, personnel, equipment, and materials within Subcontractor's or its lower-tier subcontractors' care, custody, or control. Subcontractor and its lower-tier subcontractors shall furnish all required safety equipment for its work and ensure all of their employees and lower-tier subcontractors' employees have and wear personal protective equipment in compliance with applicable OSHA/DOSH requirements and Contractor's safety rules, as provided in writing to Subcontractor.

Subcontractor certifies that it and its lower-tier subcontractors are registered contractors. Subcontractor certifies that it and its lower-tier subcontractors maintain a written Accident Prevention Plan and a jobsite-specific safety plan in compliance with applicable OSHA/DOSH regulations. Subcontractor's Accident Prevention Plan should address Subcontractor's role and responsibilities pertaining to safety on the jobsite, training, and corrective action, and should be tailored to the safety and health requirements for the Work involved. Subcontractor shall have and enforce a disciplinary action schedule in the event safety violations are discovered. When and as requested by Contractor, Subcontractor shall provide information regarding safety matters.

Subcontractor shall promptly provide Contractor with written notice of safety hazards or violations found on the jobsite, or of any injury to Subcontractor's or its lower-tier subcontractors' workers incurred on the jobsite.

Contractor's supervisor may direct Subcontractor's superintendent to remove employees not in compliance with the requirements of this Agreement. In the event Subcontractor does not promptly correct its safety violation, Contractor

may order Subcontractor to stop the Work until such violation is corrected by Subcontractor; alternatively, Contractor may correct the violation itself and charge all costs of compliance to the Subcontractor.

Subcontractor agrees to defend, indemnify, and hold Contractor harmless from all DOSH and OSHA claims, demands, proceedings, violations, penalties, assessments, or fines that arise out of or relate to Subcontractor's failure to comply with any safety-related laws, ordinances, rules, regulations, orders or its obligations hereunder. Contractor may charge against the sums otherwise owing to Subcontractor the amount of the fine and the fees, costs, and expenses incurred by Contractor in the defense of the claims citation and any fine arising from or relating to the Subcontractor's above-referenced failure.

All subcontractors, their employees, agents, managers and owners, shall agree, by execution of this subcontract, to comply with the following requirements.

1. Compliance with all applicable MidMountain Contractors, Inc. rules, policies and procedures as communicated in the Accident Prevention Manual, Site Safety Plan, jobsite safety meetings, on-site communication or any other form of written or verbal communication.
2. Compliance with all project specific safety rules, policies, and procedures as communicated in the Owner provided specifications booklet, Accident Prevention Manual, Site Specific Safety Plan, jobsite safety meetings, on-site communication, or any other form of written or verbal communication.
3. All on-site subcontractor employees shall attend MidMountain Contractors, Inc. on-site weekly safety meetings.
4. Complete and submit the subcontractor safety questionnaire packet to the MidMountain Contractors, Inc. Safety Department prior to work activity.
5. Develop a Site Specific Safety Plan and submit to the MidMountain Contractors, Inc. Safety Department and project office prior to work activity.
6. Participation in Safety, Production and Quality (SPQ) Program is a requirement. SPQ meetings shall be conducted daily and prior to starting new tasks. The meeting will include completion of a signed Job Hazardous Analysis by all crew supervisors.
7. Conduct random site safety audits of all on-site subcontractor employees and work activity. Submit a copy of the inspection form to the site office.
8. Address and correct any subcontractor related hazards, non-compliant behavior or unsafe actions and or conditions immediately.
9. Report any subcontractor employee accident, injury or work related illness to the MidMountain Contractors, Inc. project superintendent immediately.
10. Call for underground utility locates for all subcontractor excavation activity, maintain marks in accordance with RCW 19.122.030.
11. Ensure at least one subcontractor employee trained in First Aid/CPR is on-site at all times during subcontractor work activity (suppliers excluded).
12. Ensure subcontractor employees who operate equipment, vehicles, tools or any machinery have been properly trained, have earned the necessary certifications if required, and are competent in the operation.
13. Ensure subcontractor employees are in compliance with subcontractor drug and alcohol policy.
14. Ensure all subcontractor employees receive a project specific safety orientation.

15. Ensure all material safety data sheets (MSDS) are submitted to the MidMountain Contractors, Inc. Safety Department and project office prior to work activity.
16. Stop work immediately, secure area, notify the MidMountain Contractors, Inc. site superintendent if contract with a known or unknown hazardous material; such as but not limited to, asbestos, lead, silica or contaminated soils, or chemical spill, leak or other contamination occurs.
17. Report all visitors to the MidMountain Contractors, Inc. site superintendent upon arrival.

O. HOUSEKEEPING, CLEAN UP, AND HAZARDOUS MATERIALS

Subcontractor shall regularly remove all refuse, waste, and debris produced by its operation. Refuse shall not be permitted to accumulate to the extent that it interferes with free access to the jobsite or creates a safety hazard. Avoidance of safety hazards through good housekeeping is an important part of Subcontractor's obligations. In the event Subcontractor or its lower-tier subcontractors fail or refuse to meet these requirements, Contractor may remove refuse and charge all costs to the Subcontractor, provided that Subcontractor has received written notice at least 24 hours or one full working day prior, which is greater. In the event Contractor determines emergency conditions exist, Contractor may proceed as above without prior notice.

Subcontractor shall comply with all applicable hazardous waste regulations under federal, state, or local laws. Subcontractor shall provide Contractor with all Material Safety Data Sheets for any and all hazardous substances covered under all applicable laws before commencing Work. Subcontractor shall, prior to commencing Work, inform Contractor of its intent to use any hazardous substances at the Project and shall continuously update the Contractor of any new hazardous substance brought to the Project during performance of the Work. Failure to comply with this paragraph may result in fines and damages being assessed to Subcontractor. Subcontractor shall defend, indemnify, and hold Contractor harmless from any and all costs and expenses, including attorney fees, arising from the use or discharge of any hazardous substance by Subcontractor at or off the Project site.

P. BOND

If paragraph four at the front of this Subcontract requires Subcontractor to supply bonds for the Project, then Subcontractor shall at its own expense furnish Contractor, within 10 days of receipt of this Subcontract, performance and payment surety bonds, acceptable to Contractor, in an amount equal to the Subcontract price. The bonds shall be conditioned upon the full and faithful performance of all terms, provisions, and conditions of this Subcontract and upon payment for all labor, materials, equipment, and supplies used in performing the Work.

Q. WORKERS' COMPENSATION

Subcontractor shall furnish to Contractor evidence that it has in force Workers' Compensation insurance, including Employer's Liability, as may be required by the jurisdiction or jurisdictions in which the work is being performed. Where applicable, this shall include United States Longshoremen's and Harbor Workers' Insurance including Coverage B - Employer's Liability (Maritime) with limits not less than the Bodily Injury limits required of the Contractor by the Main Contract, but in no event less than \$500,000. Such evidence of insurance shall be in the form of an Insurance Certificate issued by an insurer satisfactory to Contractor and shall provide for not less than 30 days prior written notice to Contractor of cancellation or reduction in coverage. In the event Subcontractor fails to maintain any and all insurance required by this Subcontract during the entire life of this Subcontract, Contractor may at its option, and without waiver of other available remedies, purchase such insurance in the name of Subcontractor and deduct the cost of same from payments due Subcontractor.

R. INSURANCE

Subcontractor shall obtain and keep in force during the term of this Subcontract, and during the applicable Statute of Repose, comprehensive general liability insurance with dollar limits and coverage equal to, or greater than, the minimum specified in the Main Contract for Contractor, but not less than the types and amounts of coverage noted at the front of this Subcontract. Such insurance shall be "occurrence-based" and shall include contractual liability

coverage applicable to the indemnity provisions of this Subcontract and “completed operations” coverage. Subcontractor shall furnish to Contractor evidence of this insurance in the same form as described in Article Q, including the provision regarding notice of cancellation or reduction in coverage. Such insurance shall include contractual liability coverage applicable to the indemnity provisions of this Subcontract. In the event Subcontractor fails to maintain any and all insurance required as required by this Subcontract, Contractor may at its option, and without waiver of other available remedies, purchase insurance in the name of Subcontractor and deduct the cost of same from payment due Subcontractor.

Before any work is performed, Subcontractor agrees to provide insurance, evidenced by endorsements to Subcontractor’s policy, that: (1) names Contractor and Owner as additional insureds without qualification, limitation, or reservation for liability arising out of Subcontractor’s work, including completed operations losses; (2) is endorsed to be primary and non-contributory with any insurance maintained by Contractor or Owner; (3) does not contain a “cross liability” or similar exclusion that would bar coverage for claims between or among insureds; (4) general liability insurance shall be primary as respect to other general liability insurance carried by Contractor and/or Owner, and any other insurance maintained by Contractor and Owner shall be excess and not contributing insurance with Subcontractor’s insurance until such time as all limits available under the Subcontractor’s insurance policies have been exhausted; (5) contains a waiver of subrogation against Contractor and Owner; (6) contains an ISO severability of interest provision in favor of Contractor and Owner; (7) provides additional insureds with insurance coverage for defending and indemnifying additional insureds from and against any liability or claim of liability arising out of, or in any way related to, the Work, including preparation to perform the Work; and (8) shall be provided using ISO Endorsements CG 20 10 07 04 and CG 20 37 07 04 only. Before commencing work, Subcontractor shall provide a copy of the additional insured endorsements to Contractor as evidence of additional insured status. Providing Contractor evidence of additional insured status shall not waive or modify Subcontractor’s obligation to procure insurance coverage in accordance with this Article. Subcontractor’s failure to provide or maintain insurance or proof thereof in accordance with this Article constitutes a material breach of this Subcontract. Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of Subcontractor’s work until final payment.

Additional insured insurance shall not be subject to a deductible or self-insured retention exceeding \$10,000 without Contractor’s prior written approval. In the event Subcontractor fails to pay deductible or satisfy self-insured retention upon Contractor’s demand, Subcontractor authorizes Contractor to deduct from any payment otherwise due under Subcontract, or any retainage withheld under Subcontract, an amount necessary to pay or satisfy the deductible or self-insured retention.

Subcontractor further agrees that it will procure insurance required under these General Conditions such that the Limits of Insurance for Named Insured and Additional Insured coverage will not be depleted by defense or investigation expenses, absent written permission from Contractor prior to commencement of Subcontractor’s work on the job.

If Builder's Risk or any other property insurance is provided by others, Contractor and Subcontractor waive all rights against each other and Owner, and subcontractors, agents, and employees each of the other, for loss or damage to the extent covered by Builder's Risk or any other property or equipment insurance, except such rights as they may have to the proceeds of such insurance. Subcontractor shall be responsible for that portion of the Builder's Risk policy's deductible (or self-insured retention) which is proportionate to the loss or damage resulting from acts or omissions attributable to Subcontractor. Subcontractor shall procure and maintain, at Subcontractor's own expense, property and equipment insurance for portions of the Subcontract Work stored off-site or while in transit. Contractor and Owner neither represent nor assume responsibility for the adequacy of the Builder's Risk insurance to protect the interests of Subcontractor. It shall be the obligation of Subcontractor to purchase and maintain any supplementary property insurance that it deems necessary to protect its interest in the Work.

If the Work requires Subcontractor to perform any professional services, including but not limited to any design or construction management services, Subcontractor shall obtain Professional Liability Insurance coverage with limits of not less than \$2,000,000 per claim and \$3,000,000 annual aggregate. If such insurance is written on a “claims made” basis, the retroactive date shall be prior to the start of the Work. Subcontractor agrees to maintain such coverage for

eight years after Owner's final acceptance of the Project. Renewal policies during the period shall maintain the same retroactive date.

Contractor makes no representations that the required minimum amount of insurance is adequate to protect Subcontractor. Neither procuring nor carrying insurance shall limit Subcontractor's obligation or liability pursuant to this Subcontract or as a matter of law.

Should Subcontractor be in breach of any of the terms under this Article, Subcontractor authorizes Contractor to deduct from any payment, contract balance, withheld retainage, or monies otherwise due under this Subcontract all amounts necessary to fully or partially reimburse Contractor for any damages arising from Subcontractor's breach.

S. LOWER-TIER SUBCONTRACTORS

Any lower-tier subcontractor shall be bound to Subcontractor to the same extent Subcontractor is bound to Contractor and to the same extent Contractor is bound to Owner. This form may be used for lower-tier subcontracts and when so used the term Contractor shall mean Subcontractor, the term Subcontractor shall mean lower-tier Subcontractor, and the term Owner shall include any entity in privity with Contractor for which Contractor performs work or assumes obligations.

T. MODIFICATIONS

No modification to, or waiver of any rights under, this Subcontract shall be valid or binding on the parties to this Subcontract unless the same be in writing. Failure of Contractor to insist upon strict performance of any term or condition of this Subcontract, or to exercise any option conferred by the Subcontract on one or more instances, shall not be construed to be a waiver of such performance or option, or of any other covenants or agreements, on subsequent occasions, but the same shall be and remain in full force and effect.

U. DISPUTES

1. Notice of Claim: Subcontractor shall promptly notify Contractor of all claims for extra compensation and for extensions of time, and shall timely substantiate such claims, in accordance with this Article and in sufficient time to allow Contractor a reasonable amount of time to meet the conditions for submitting and substantiating claims to Owner under the Main Contract. If any dispute arises between Subcontractor and Contractor regarding Subcontractor's performance of the Work, any alleged change in the Work, or delays affecting the Work, then Subcontractor shall: a) timely perform the disputed work in accordance with Contractor's direction; and b) give written notice of any claim for additional compensation or time extension related to the disputed work. Subcontractor agrees to give written notice of each and every claim for additional time or compensation within 5 calendar days or within sufficient time to allow Contractor to give notice to Owner in accordance with the Main Contract, whichever is sooner. Subcontractor agrees that strict compliance with all notice and claim procedures in the Subcontract Documents (specifically including but not limited to all notice and claim procedures in the Main Contract and this Subcontract) is a condition precedent to any allowance of additional time or compensation, and Subcontractor waives all claims for additional time or compensation in the absence of such strict compliance. Failure of Subcontractor to proceed in conformance with Contractor's direction shall constitute a material breach of this Subcontract, regardless of the ultimate decision on the dispute.

2. Pass-through Claims: In the event of any dispute or claim between Contractor and Owner which directly or indirectly involves the work performed or to be performed by Subcontractor, or in the event of any dispute or claim between Contractor and Subcontractor caused by or arising out of conduct for which Owner may be responsible, Subcontractor agrees to be bound to Contractor and Contractor agrees to be bound to Subcontractor to the same extent that Contractor is bound to Owner by the terms of the Main Contract and by any and all procedures and resulting decisions, findings, determinations, or awards made thereunder by the person so authorized in the Main Contract, or by an administrative agency, board, court of competent jurisdiction or arbitration. If any dispute or claim of Subcontractor is prosecuted or defended by Contractor together with disputes or claims of Contractor's own, and Subcontractor is not directly a party, Subcontractor agrees to cooperate fully with Contractor and to furnish all

documents, statements, witnesses, and other information required by Contractor for such purpose and shall pay or reimburse Contractor for all expenses and costs, including reasonable attorneys' and experts' fees incurred in connection therewith, to the extent of Subcontractor's interest in such claim or dispute.

Subcontractor agrees to be bound by the procedure and final determinations as specified in the Main Contract and agrees that it will not take, or will suspend, any other action or actions (including but not limited to any arbitration(s) or action(s) commenced pursuant to the Federal Miller Act, state lien statutes, Bond or Retainage Act(s)) with respect to any such claims and will pursue no independent litigation with respect thereto, pending final determination of any dispute resolution procedure between Owner and Contractor. It is expressly understood and agreed that as to any and all claims asserted by Subcontractor in connection with this project arising from the actions or fault of Owner, Contractor shall not be liable to Subcontractor for any greater amount than Owner is liable to Contractor, less any markups or costs incurred by Contractor. As to any claims asserted by Subcontractor for or on account of acts or omissions of Owner or its agents or design professionals, at the sole option of Contractor, Subcontractor agrees to prosecute such claims in Contractor's name. For any amount recovered or collected (whether through proceedings or settlement) by Subcontractor, Contractor shall be entitled to 10% of such amount received or collected as its mark-up for such claims. Subcontractor shall have full responsibility for preparation and presentation of such claims and shall bear expenses thereof including attorneys' and experts' fees.

3. Claims Between Contract and Subcontractor: All claims, disputes, and other matters in question between Contractor and Subcontractor arising out of, or relating to, the Main Contract or this Subcontract shall be decided exclusively in Superior Court in King County, Washington, unless Contractor elects to invoke its right, which Subcontractor grants to Contractor, to require that any such claim be arbitrated. The right to invoke arbitration of a particular claim or dispute is only granted to Contractor, and Subcontractor hereby consents to arbitrate any such claim if Contractor so elects. Subcontractor agrees it has no right to invoke arbitration and that Contractor does not consent to arbitration until such time as Contractor makes a written arbitration demand regarding a particular dispute or claim. In the event Contractor demands arbitration, it shall be decided in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. If the parties are unable to agree on an arbitrator, then either party may apply to King County Superior Court and request that the Court appoint one. In any dispute between Contractor and Subcontractor, the prevailing party shall be entitled to an award of its costs, attorney fees, expert fees, and in-house expenses (including materials and labor).

4. Mediation: Within 90 days of the filing of any lawsuit by either party or the making of any demand for arbitration by Contractor, the parties to this Subcontract shall submit any and all disputes between them to non-binding mediation with the assistance of an experienced mediator. The parties shall each designate a representative with full settlement authority who will participate for at least four hours in the mediation. The parties shall bear equally all expenses, exclusive of attorneys' and experts' fees, associated with the mediation.

V. INDEMNIFICATION

See attached Addendum A – Indemnification Addendum.

W. EEO POLICY

Subcontractor shall comply with all federal, state and local laws, regulations, and orders prohibiting discrimination on the basis of race, religion, sex, or national origin.

Unless this Agreement is exempted by rules, regulations, or orders of the U.S. Secretary of Labor, Subcontractor shall abide by the requirements of: paragraphs (1) through (7) of 41 CFR § 60-1.4(b); 41 CFR § 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities; 41 CFR § 60-300.5(a), which prohibits discrimination against qualified protected veterans and requires affirmative action to employ and advance in employment qualified protected veterans; and 29 CFR pt. 471. These requirements are hereby incorporated into this Agreement.

Subcontractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of the Subcontractor's commitments under this Article. The words "Equal Opportunity Employer" shall be used in all advertisements for employees.

Subcontractor shall incorporate the requirements of the foregoing paragraphs, as well as all other applicable portions of the Contract Documents, in every contract and purchase order issued by Subcontractor for any goods or services required under this Agreement so that such requirements will be binding upon each lower-tier contractor, consultant, and supplier.

X. MISCELLANEOUS

If the Work includes any "public work" as defined by RCW 39.04.010, Subcontractor warrants that at the time of executing this Subcontract, Subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and possesses an electrical contractor license, if required by RCW ch. 19.28, or an elevator contractor license, if required by RCW ch. 70.87. Subcontractor shall verify at the time of executing a contract with any contractor for work required under this Subcontract that the contractor also meets these responsibility criteria and possesses these licenses, if required. Subcontractor shall require each of its contractors to verify that each of their lower-tiered subcontractors meet these responsibility and licensing requirements at the time of executing a contract.

This Subcontract shall be considered to have been made in and shall be interpreted under the laws of the State of Washington. The site of any arbitration or venue of any lawsuit arising out of this Subcontract or the work hereunder shall be at King County, Washington.

Any written notice required to be given to a party shall be hand-delivered to the address of that party indicated above. This Subcontract represents the final understanding of the parties and Contractor assumes no responsibility for any different understanding or any representations made by any of its officers, agents, or others prior to the execution of this Subcontract unless expressly stated herein.

Y. SPECIAL PROVISIONS

See Attached:

Addendum A – Indemnification Addendum

Exhibit A – Services, Deliverables, and Fees

Exhibit B – Drawings, Specifications, and Addenda Applicable to Services

Attachment A – Insurance Requirements

Attachment B – Conditional and Unconditional Lien and Claim Waiver Forms for Progress Payments, Final Payments and Release of Retention

Attachment C – Textura – Contractors Payment Management

ADDENDUM A – INDEMNIFICATION ADDENDUM

To the fullest extent permitted by law and subject to the limitations provided below, Subcontractor shall defend, indemnify, and hold Contractor and its officers, employees, and agents (collectively, “Indemnitees”) harmless from and against any and all claims, demands, losses, and liabilities, including but not limited to costs and attorney fees incurred on such claims and in proving the right to indemnification, arising out of, resulting from, or in any manner directly or indirectly connected with performance of the Work under this Subcontract, any act or omission of Subcontractor, its agents, subcontractors of any tier, or suppliers, and any act or omission of anyone directly or indirectly employed by Subcontractor, subcontractors of any tier, or suppliers, even though such claims may prove to be false, groundless, or fraudulent, to the fullest extent permitted by law and subject to the limitations provided below.

Subcontractor’s duty to defend and indemnify Indemnitees shall not apply to liability for damages caused by or resulting from the sole negligence of Indemnitees. Subcontractor’s duty to defend and/or indemnify Indemnitees for liability for damages caused by or resulting from the concurrent negligence of (a) Indemnitees and (b) Subcontractor or Subcontractor’s agents or employees, and lower-tier subcontractors or suppliers of any tier, shall apply only to the extent of negligence of Subcontractor or Subcontractor’s agents, employees and lower-tier subcontractors or suppliers of any tier. The purpose of this paragraph is to comply with RCW 4.24.115 and this paragraph is not intended to limit the defense and/or indemnity requirements of this addendum to any extent greater than the limitations required by RCW 4.24.115.

Subcontractor agrees that its obligations under this Addendum survive any limitation imposed by any statute of repose or limitation including but not limited to RCW 4.16.310 or 4.16.326 and Subcontractor hereby waives any and all defenses under any statute of repose or limitations or other period of limitation, including but not limited to those provided under RCW 4.16.310 or 4.16.326. Subcontractor further agrees that its obligations under this Addendum survive any termination of this Subcontract.

Subcontractor agrees that it shall be obligated to accept any tender of defense by an Indemnitee pursuant to this Addendum and provide a full defense to said Indemnitee so long as any potential exists for Subcontractor to have an obligation to indemnify said Indemnitee for any part of any potential judgment against said Indemnitee until such time, as any, as Subcontractor may obtain a final judgment that its defense obligation is reduced or eliminated due to the terms of the second paragraph of this Addendum, and/or the terms of RCW 4.24.115, in which case Indemnitee and/or its primary insurer shall (within 30 days of such final judgment) reimburse Subcontractor for any advance of defense costs made by Subcontractor for which Subcontractor has established by final judgment it is not legally responsible. In the event Subcontractor does not timely defend (or reimburse Indemnitee as required under the terms of this Addendum), Subcontractor agrees to pay interest at 12% per annum on Indemnitee’s defense costs whether or not those costs are deemed liquidated. In the event Subcontractor shall take the position its obligations under this paragraph are legally unenforceable, Subcontractor and Indemnitee agree to binding arbitration of (1) the enforceability of the provision of this paragraph, and (2) if found unenforceable by the arbitrator, the fault share of the Subcontractor, Indemnitee, and any other party whose fault share would alter the defense or indemnity obligation of Subcontractor hereunder. This arbitration is intended to provide a prompt determination of the defense and indemnity obligations hereunder and shall take place within 60 days of demand for arbitration by either Subcontractor or Indemnitee.

The defense to be provided under this agreement shall be provided through counsel of Indemnitee’s choice.

Subcontractor specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW and/or under any other applicable federal or state Worker’s Compensation Act, including but not limited to the federal Longshoreman and Harborworkers’ Compensation Act. Further, the indemnification obligation under this Addendum shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers’ compensation acts, disability benefits acts, or other employee benefits acts, provided: Subcontractor’s waiver of immunity by the provisions of this paragraph extends only to claims against Subcontractor by one or more Indemnitees and does not include or extend to any claims by Subcontractor’s employees directly against Subcontractor.

Subcontractor's duty to defend, indemnify, and hold Indemnitee harmless shall include, as to all claims, demands, losses, and liability to which it applies, Indemnitee's personnel-related costs, reasonable attorney and expert fees, court costs, and all other claim-related expenses and expenses incurred in proving the right to indemnification.

Subcontractor shall procure and maintain liability insurance to insure against all obligations contractually assumed under this provision, whether the indemnified claim arises in tort, contract, warranty, or otherwise.

The parties agree this addendum fully and completely expresses all indemnification obligations between the parties and no other indemnification obligations should be implied from the Contract or the nature of the parties' relationship.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

MIDMOUNTAIN CONTRACTORS, INC.
CONTRACTOR

By _____

Print Name _____

Title _____

Date: _____

SUBCONTRACT (Company Name)

By _____
SUBCONTRACTOR (Authorized Signature)

Print Name _____

Title _____

Date: _____

MIDMOUNTAIN CONTRACTORS, INC.
CONTRACTOR

By _____

Print Name _____

Title _____

Date: _____