

SUBCONTRACT AGREEMENT

Job No: _____

THIS AGREEMENT, made this ____ day of _____, by and between _____ whose address _____ and telephone number is: **Phone:** _____; **Fax:** _____, hereinafter called the "Subcontractor", and Bell Contracting Inc., whose address and telephone number is 4101 White Tiger Lane, Columbia, MO 65202, Phone: 573-814-3007 and Fax: 573-814-3015, hereinafter called "Contractor".

WITNESSETH:

Section 1. Contract Documents. The subcontractor agrees to furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform, all work set forth in Section 2 hereof in connection with the construction of: _____; **Contract #** _____ for _____, the Owner, at _____, in accordance with the terms and provisions of the Contract between the Owner and the Contractor dated _____, including all the General and Special Conditions, Drawings, Specifications, Schedules and other documents forming or by reference made a part of the Contract between the Contractor and the Owner, all of which shall be considered part of this Subcontract by reference thereto, and the Subcontractor agrees to be bound to the Contractor and the Owner by the terms and provisions thereof.

Section 2. Scope of Work. The Subcontractor agrees to perform the following described work within the allotted time:

PERIOD OF PERFORMANCE: work to be completed ____ after start date

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	AMOUNT
	TOTAL				\$0.00

NOTES:

The Subcontractor **shall** furnish Performance and Payment Bonds in an amount equal to the full Subcontract price. If Maintenance Bonds are required of the Contractor, the Subcontractor shall furnish such bonds for its portion of the work. Bonds shall be on forms and with a surety satisfactory to the Contractor.

When the Subcontractor does not install all material furnished under this Subcontract, such material that is not installed is to be delivered F.O.B. Jobsite or as required by the Contract Documents.

Section 3. Payment. (a) The Contractor agrees to pay the Subcontractor for the performance of this Subcontract, as specified herein, the sum of _____ (**\$0.00**) subject to additions and deductions for changes agreed upon or determined, as hereinafter provided. Partial payments will be made to the Subcontractor each month equal to **95** percent of the value, computed on the basis of the prices set for above, of the quantity, as estimated by the Owner, Architect or Engineer, of the work performed hereunder, less the aggregate of previous payments, but such partial payments shall not become due to the Subcontractor until 10 days after the Contractor receives payment for such work from the Owner. If the Contractor receives payment from the Owner for material delivered to the site but not yet incorporated into the work, the Subcontractor shall receive its proportionate share of such material allowance, less retainage. No partial payment to the Subcontractor shall operate as approval or acceptance of work done or materials furnished hereunder. Upon complete performance of this Subcontract by the Subcontractor and final approval and acceptance of Subcontractor's work and materials by the Owner, and after receipt of lien waiver, the Contractor will make final payment to the Subcontractor of the balance due under this Subcontract within thirty days after full payment for such work and materials has been received by the Contractor from the Owner. Payment by the Owner to the Contractor is a condition precedent to payment by the Contractor to the Subcontractor. Subcontractor will be paid per quantity accepted by Owner.

(b) If at any time prior to final payment hereunder, the Owner reduces the amount of retainage withheld from the Contractor, the Contractor may, in its sole discretion, reduce accordingly the retained percentage withheld from the Subcontractor or make payments to Subcontractor before such payments are due without waiving any provision of Section 3 herein.

(c) The Contractor may deduct from any amounts due or to become due to the Subcontractor any sum or sums owed by the Subcontractor to the Contractor or Contractor may, at its option, make direct payments to the Subcontractor's suppliers, employees, or subcontractors. In the event of any breach by the Subcontractor of any provision or obligation of this Subcontract or in the event of the assertion by other parties of any claim or lien against the Contractor or the premises arising out of the Subcontractor's performance of this Subcontract, the Contractor shall have the right to retain out of any payments due or to become due to the Subcontractor an amount sufficient to completely protect the Contractor from any and all loss, damage or expense therefrom, including attorney fees and other legal expenses, if any, until the situation has been satisfactorily remedied or adjusted by the Subcontractor.

(d) The acceptance by the Subcontractor of the final payment under this subcontract shall be and shall operate as a complete and unconditional release to the Contractor of any and all existing or future claims or demands by the Subcontractor, or its surety, against the Contractor known or unknown, hereunder or in connection herewith, whatever they may be or howsoever they may arise as well as for every act and neglect of the Contractor and any person for whom the Contractor shall or may be deemed responsible.

Section 4. Changes. The Contractor may at any time by written order and without notice to the Subcontractor's sureties, make changes in, additions to or deletions from, the work to be performed, or materials to be furnished under this Subcontract, and the Subcontractor shall promptly proceed with the performance of this Subcontract as so changed. The Subcontract price shall be equitably adjusted on account of any such changes, subject to any applicable provisions of the Contract between the Contractor and the Owner. The Contractor, in the event of additional work, shall not be liable for a greater sum than the Contractor obtains from the Owner for such additional work, less reasonable overhead and profit to the Contractor. Subcontractor will pay to Contractor the professional and counsel fees, costs and expenses incurred by the Contractor in the collection of any such sums of money. The recovery by Subcontractor for such work shall be conditional upon a prior recovery by the Contractor from the Owner.

Section 5. Prosecution of Work. (a) The subcontractor shall furnish all labor, supervision, tools, equipment, materials and supplies necessary for the performance of this Subcontract in a proper, efficient and workmanlike manner. The Subcontractor shall prosecute the work undertaken in a prompt and diligent manner whenever such work, or any part of it, becomes available or at such other time or times as the Contractor may direct, and so as to promote the general progress of the entire project, and shall not, by delay or otherwise, interfere with or hinder the work of the Contractor or any other subcontractor. Time is of the essence. Any materials that are to be furnished by the Subcontractor hereunder shall be furnished in sufficient time to enable the Subcontractor to Perform and complete its work within the time or times specified. The Subcontractor agrees to reimburse the Contractor for any and all liquidated or actual damages that may be assessed against and collected from the Contractor which are attributable to or caused by the Subcontractor's failure to furnish the materials and/or perform the work required by this Subcontract within the time fixed or in the manner provided for herein, and, in addition thereto, agrees to pay to the Contractor such other or additional damages as the Contractor may sustain by reason of such delay by the Subcontractor. Such additional damages shall include reasonable attorney fees, expenses of litigation, and collection of such money. The payment of such damages shall not release the Subcontractor from its obligation to otherwise fully perform this Subcontract. Upon written request by the Contractor, the Subcontractor shall furnish to the Contractor such evidence as the Contractor may require relating to the Subcontractor's ability to fully perform this Subcontract in the manner and within the time specified.

(b) In the event the Subcontractor fails to comply, or becomes disabled from complying with the provisions herein as to character or time of performance, and the failure is not corrected within five days after written request by the Contractor to the Subcontractor, the Contractor, by subcontractor or otherwise, may without prejudice to any other right or remedy, take over and complete the performance of this Subcontract at the expense of the Subcontractor, or, without taking over the work, may furnish the necessary materials and/or employ the personnel necessary to remedy the situation at the expense of the Subcontractor. If the Contractor takes over the work pursuant to this paragraph it is specifically agreed that the Contractor may take possession of the premises and of all materials, tools and equipment of the Subcontractor for the purpose of completing the work covered by this Subcontract.

(c) It is agreed that the Subcontractor shall be considered as disabled from so complying with this Subcontract whenever the Subcontractor commits any act of Bankruptcy, of a voluntary or involuntary petition in Bankruptcy is filed against or on behalf of the Subcontractor, or the appointment of a receiver is filed against the Subcontractor.

Section 6. Delays. (a) In the event the Subcontractor's performance of this Subcontract is delayed or interfered with by act of the Owner, Contractor or other subcontractors, it may request an extension of the time for the performance of same, as hereinafter provided, but shall not be entitled to any increase in the Subcontract price or to damages or additional compensation as a consequence of such delays or interference, except to the extent that the Contract entitles the Contractor to compensation for such delays and then only to the extent of any amounts that the Contractor may on behalf of the Subcontractor recover from the Owner for such delays.

(b) No allowance for an extension of time, for any cause whatsoever, shall be claimed by, or made to, the Subcontractor unless the Subcontractor shall have made written request upon the Contractor for such extension within forty-eight hours after the cause of such extension occurred, or, if the Contract between the Contractor and Owner provides for a shorter period, within sufficient time to permit the Contractor to give notice to the Owner within the time allowed by the Contract for such notice.

(c) No allowance of an extension of time shall, in any event, be made to the Subcontractor for delay by the Subcontractor when the Subcontractor by the exercise of reasonable diligence and judgment could have anticipated and avoided the delay.

Section 7. Termination for Convenience of the Contractor. The performance of work under this Subcontract may be terminated by the Contractor in accordance with this Section in whole, or from time to time in part, whenever the Contractor shall determine that such termination is in the best interest of the Contractor. Any such termination shall be effected by delivery to the Subcontractor of a Notice to Termination specifying the extent to which performance of work under the Subcontract is terminated, and the date upon which termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by the Contractor, the Subcontractor shall stop work under the Subcontract on the date and to the extent specified in the Notice of Termination, and using its best effort, close-out Subcontractor's performance in a prudent and economical manner.

Subcontractor shall assign to the Contractor in the manner, at the times, and to the extent directed by Contractor, all of the rights, titles, and interests of the Subcontractor under the orders and subcontracts so terminated, in which case the Contractor shall have the right, in its discretion to settle or pay any claims arising out of the termination of such orders and subcontracts.

Subcontractor must settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the written approval or ratification of the Contractor, which must not be unreasonably withheld.

Section 8. Labor. The Subcontractor, in connection with all work covered by this Subcontract, shall comply with and be bound by any labor agreements executed by the

Contractor or on Contractor's behalf to the extent that the provisions of such agreements apply to subcontractors. Failure at any time to comply with any of the provisions of such agreements will, at the option of the Contractor, be cause for immediate termination of this Subcontract for default and the Contractor shall have all the rights contained in Section 5 with regard to such termination. If, by reason of strikes, picketing or disputes of any nature between the Subcontractor and any individual group or organization, the Subcontractor should be persistently, repeatedly, or for a period of five (5) consecutive days, unable to supply enough properly skilled employees or proper materials to execute the work of this Subcontract, then the Contractor may terminate the Subcontract for default and proceed in accordance with Section 5 thereof.

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

This contract IS federally funded and is subject to prevailing wages. Certified payrolls must be turned in per pay period to the Contractor; failure to do so will delay the Contractor's ability to bill for any work completed on the project and close out the job. If a copy of the wage order is not included with this subcontract agreement, please contact our office.

THE WAGE DECISION FOR THIS PROJECT IS: _____

Section 9. Approvals. All submittals of the Subcontractor shall be submitted for the approval of the Owner, Architect, or Engineer through the Contractor.

Section 10. Communications and Correspondence. All Communications and correspondence, written or oral, must be directed through the Contractor, Subcontractor must keep the Contractor fully informed of any communication and correspondence received from the Owner, Architect or Engineer and any other third party.

Section 11. Insurance and Indemnification. (a) To the fullest extent permitted by law, it is expressly agreed and understood that the Subcontractor shall indemnify, defend, and hold

harmless Contractor (including its owners, affiliates and subsidiaries), its officers, directors, agents, shareholders, successors and employees from and against any and all claims, liability, actions, causes of actions, complaints, laws, expenses and demands whatsoever, in law and equity, including without limitation for bodily injury, personal injury, sickness, disease, death or property damage (including but not limited to the project itself), arising out of, or alleged to arise out of, or as a result of, or alleged as a result of, or to arise out of the performance of the Subcontractor's work under this Subcontract, regardless of negligence. Subcontractor, at Subcontractor's sole expense, shall promptly handle all such claims, defend all lawsuits filed against Contractor in such lawsuits (including any prejudgment interest assessed against any Indemnitee hereunder), and reimburse Contractor in cash upon demand for all reasonable expenses incurred by Contractor on account thereof including, but not limited to, attorney fees, expert witness fees and court costs. It is expressly agreed and understood by Subcontractor that Subcontractor shall indemnify Contractor and hold it harmless from the above referenced claims regardless of whether such claim is caused or alleged to be caused in part by any joint or concurrent negligent act (either active or passive) or omission by a party indemnified hereunder.

(b) Prior to the commencement of the Subcontract work, the Subcontractor shall procure and maintain in force for the duration of the term of the Subcontract the following insurance coverages and minimum limits with insurance companies acceptable to the Contractor.

Worker's Compensation – Shall provide coverage for statutory benefits and Employer's Liability Coverage of not less than \$500,000 per occurrence. The policy shall contain an All States endorsement. The policy shall be endorsed to provide a waiver of subrogation in favor of the Contractor. If the work under the Subcontract is in proximity to a navigatable waterway, then the policy shall be endorsed to include coverage for the United States Longshoremen and Harbor Worker's Act. The policy shall be endorsed to provide 30 days written notice to contractor of cancellation and/or material change in coverages.

Comprehensive General Liability – Shall be written on an occurrence basis with limits not less than \$1,000,000 Combined Single Limit. The policy shall include coverage for Premises/Operations, Independent Contractors, Contractual Liability (sufficient to cover the liability assumed by the Subcontractor under paragraph (a) of this Section), Property Damage arising out of the "XCU" hazards, Completed Operations/Products, Broad Form Property Damage, and Personal Injury. If the policy contains a general aggregate limitation, then the policy shall be endorsed to provide a \$2,000,000 specific aggregate for the work under this Subcontract. The policy shall name the Contractor as an Additional Insured and be endorsed to state that the insurance provided to Contractor shall be primary insurance with respect to Contractor, and any other insurance policy that the Contractor may have in effect shall be deemed excess and not contributory. The policy shall be endorsed to provide 30 days written notice to Contractor of cancellation and/or material change in coverages. Any exclusion pertaining to work within fifty feet (50') of any railroad tracks shall be deleted.

Comprehensive Automobile Liability – The policy shall contain limits of not less than \$1,000,000 Combined Single Limit and include coverage for all Owned, Hired, and Non-owned vehicles. The policy shall name the Contractor as an Additional Insured and be endorsed to state that the insurance provided to Contractor shall be primary insurance with respect to Contractor,

and any other insurance policy that the Contractor may have in effect shall be deemed excess and not contributory. The policy shall be endorsed to provide 30 days written notice to Contractor of cancellation and/or material change in coverages.

Marine Insurance – If the Subcontractor will use marine vessels in the prosecution of the work, the Subcontractor shall purchase Protection and Indemnity insurance with limits of not less than \$500,000. The policy shall name the Contractor as an Additional Insured and be endorsed to state that the insurance provided to Contractor shall be primary insurance with respect to Contractor, and any other insurance policy that the Contractor may have in effect shall be deemed excess and not contributory. The Subcontractor’s Worker’s Compensation Insurance shall be endorsed to provide coverage for Outer Continental Shelf Operations and liability for disease, wages, maintenance and cure. If the Subcontractor purchases Hull Insurance, such Hull Insurance shall be endorsed to provide a waiver of subrogation in favor of Contractor. The policy shall be endorsed to provide 30 days written notice to Contractor of cancellation and/or material change in coverage.

Excess/Umbrella Liability – The policy(ies) shall be written with limits of not less than \$1,000,000 Combined Single Limit and shall be endorsed to be following form of the Comprehensive General Liability, Comprehensive Automobile Liability, Protection and Indemnity Insurance, and Employer’s Liability coverages. The policy shall name the Contractor as an Additional Insured and be endorsed to state that the insurance provided to Contractor shall be primary insurance with respect to Contractor, and any other insurance policy that the Contractor may have in effect shall be deemed excess and not contributory.

(c) Prior to commencing the work, Subcontractor shall cause to be completed by an authorized representative, Certification of Insurance, as evidence of Subcontractor’s compliance to paragraph (b) of this Section. In the event that the Subcontractor fails to obtain and keep in full force and effect any of the insurance requirements under this Subcontract, the Contractor may purchase such coverage and use any funds payable to the Subcontractor to satisfy any premium requirements.

(d) Subcontractor agrees to indemnify and hold harmless Contractor from any and all claims or suits for infringement of patents, or violations of patent rights by Subcontractor, and further agrees to pay all losses and expenses incurred by Contractor by reason of any such claims or suits including, but not limited to, attorney fees and court costs.

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

(f) Subcontractor agrees to pay for all materials furnished and work and labor performed under this Subcontract, and to satisfy the Contractor thereupon whenever demand is made, and to indemnify the Contractor and the Owner against and save them and the premises harmless from any and all claims, suits or liens by others than the Subcontractor.

(g) Subcontractor agrees obtain and pay for all permits, licenses and official inspections required by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.

(h) The Subcontract warrants and guarantees the work and materials covered by this Subcontract and agrees to make good, at its own expense, any defect in materials or workmanship which may occur or develop prior to the Contractor's release from responsibility to the Owner therefore.

(i) The Subcontractor assumes toward the Contractor all the obligations and responsibilities that the Contractor assumes toward the Owner, as set forth in the Contract, General and Special Conditions, Drawings, Specifications, Schedules, and other documents hereinabove referred to insofar as applicable, generally or specifically, to the materials to be furnished and the work to be performed under this Subcontract. The Subcontractor shall indemnify the Contractor and the Owner against, and save them harmless from, any and all loss, damage, costs, expenses and attorney fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this Subcontract.

Section 12. Third Party. The parties hereto do not intend by any provisions hereof to create any third-party beneficiaries, not to confer any benefit upon or enforceable right hereunder or otherwise upon anyone other than the parties hereto.

Any decision concerning the work, the intendment or application of the Contract or claims for payment or compensation thereunder for work done or omitted hereunder which are binding upon the Contractor shall bind the Subcontractor absolutely, whether such decision be made by the Owner, the Architect, the Engineer or any officer, agency or tribunal empowered to render the same by the Contract may dispute, appeal from and in every manner resist and litigate any and every such decision without being deemed thereby to have admitted any obligation or liability to the Subcontractor, and if the decision shall go against the Contractor then the Subcontractor shall be concluded thereby, and nothing previously said, done, contended or stipulated by the Contractor shall be offered or received in evidence in any proceeding of the Subcontractor against the Contractor. In any and all events, the Subcontractor shall bear a just part of all costs and expenses incurred by the Contractor in any proceeding, appeal or litigation involving a claim which if allowed would result in a payments(s) to the Subcontractor in the proportion that amount claimed for the benefit of the Subcontractor shall bear to the whole amount sought in the same proceeding, appeal or litigation. The Contractor shall not be obligated to assert or continue the prosecution of any claim for the benefit of a Subcontractor, nor to maintain or continue any proceeding, appeal or litigation thereon, and may refrain from asserting or abandon the same at any stage, in the discretion of the Contractor, unless the Subcontractor demands, in writing, presentation or continuation thereof and pays in advance to counsel, designated by the Contractor, a retainer to apply on the final fee, such counsel's

estimate of the costs and expenses of the proceeding, appeal or litigation so demanded, and cooperates with such counsel fully in the compilation and presentation of supporting data and evidence. In any and all events the prosecution of any such claim shall be at the risk of the Subcontractor and Contractor shall have no responsibility or liability for or in relation to the outcome thereof.

Section 13. Possession Prior to Completion. Whenever it may be necessary for the Contractor to do so, the Contractor shall be permitted to occupy and/or use any portion of the project which has been either partially or fully completed by the Subcontractor before the final inspection and acceptance thereof by the Owner, but such use and/or occupation shall not relieve the Subcontractor of its guarantee of said work and materials or of its obligation to make good at its own expense any defect in materials and/or workmanship which may occur or develop prior to the Contractor's release from responsibility to the Owner. However, the Subcontractor shall not be responsible for the maintenance of such portion of the work as may be used and/or occupied by the Contractor during such period of use or occupancy.

Section 14. Other Contracts. It is understood and agreed that the work provided for in this Subcontract constitutes only a part of the work being performed for the Owner by the Contractor and other subcontractors. The Subcontractor, therefore, agrees to perform the work called for in this Subcontract in such a manner that it will not injure, damage or delay any other work performed by the Contractor or any other subcontractor, and further agrees to pay the Contractor for any damage or delay that may be caused to such other work by the Subcontractor or by its agents or employees.

Section 15. Independent Contractor. The Subcontractor specifically agrees that it is, or prior to the start of work hereunder will become, an independent contractor of an employing unit subject as an employer to all applicable Unemployment Compensation statutes so as to relieve the Contractor of any responsibility or liability for treating Subcontractor's employees as employees of the Contractor for the purpose of keeping records, making reports and payments of Unemployment Compensation taxes, or other taxes or contributions; and the Subcontractor agrees to indemnify and hold the Contractor harmless and reimburse it for any expense, including reasonable attorney fees and expenses of litigation or liability incurred under said statutes in connection with employees of the Subcontractor, including a sum equal to benefits paid to those who were Subcontractor's employees, where such benefit payments are charges to the Contractor under and Merit Plan or its individual Reserve Account pursuant to any state unemployment compensation statute.

Section 16. Compliance with Law. (a) The Subcontractor further agrees as regards (1) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment; (2) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages, and (3) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and local taxes and contributions, that it will keep and have available all necessary records and make all payments, reports, collections and deductions, and otherwise do any and all things so as to fully comply with all Federal, State and local laws, ordinances and regulations in regard to any and all said matters insofar as they affect or involve the Subcontractor's performance of

this Subcontract, including but not limited to, the Occupational Safety and Health Act of 1970 , Mine Safety and Health Act, Environmental Protection Agency laws and regulations, the Immigration Reform and Control Act of 1986, Executive Order 11264 dated September 24, 1965 (30FR12319) (Equal Opportunity Clause) and the Contract Work Hours and Safety Standards Act. Subcontractor agrees to immediately remedy any condition causing a violation of any law, code, ordinance, regulation, ect., and shall defend and hold Contractor and Owner harmless from an penalty, fire or liability in connection therewith.

(b) The Subcontractor shall be responsible for the layout and survey required for its work and for the safety and traffic control of its work and shall furnish and maintain all lights, guards, signs, barricades, flagmen, temporary passages and other necessary protection and precautions for that purpose.

(c) Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, or handicap. The aforesaid provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(d) Subcontractor, its employees, agents, and subcontractors, shall perform the work in accordance with the safety procedures, practices, and policy of the Contractor. If, in the sole opinion of Contractor's representative, the Subcontractor is conducting or performing any of its work in an unsafe manner, the Contractor may direct that the work be discontinued until the unsafe practices are corrected. Should the Subcontractor continue to prosecute the work in an unsafe manner, the Contractor may terminate this Subcontract for default and the Contractor shall have all the rights contained in Section 5 with regard to termination.

Section 17. Protection of Work. Except as provided in Section 11 above, the Subcontractor specifically agrees that it is responsible for the protection of its work until final completion and acceptance thereof by the Owner and that it will make good or replace, at no expense to the Contractor or Owner, any damage to its work which occurs prior to said final acceptance.

Section 18. Architect-Engineer. The words "Architect or Engineer" as used herein refer to the person appointed by the Owner to supervise the work of the Contractor on behalf of the Owner.

Section 19. Assignment. The Contractor expressly reserves the right to reject, in whole or in part, any assignment, subletting or subcontracting of any portion of this Subcontract, including material, men or suppliers.

Subcontractor shall ensure that all benefits of its subcontracts, purchase orders and other agreements are assignable to the Contractor, at the option of the Contractor. The terms and provisions of this Subcontract shall be incorporated by reference into any and all agreements between Subcontractor and its subcontractors, material, men or suppliers.

Section 20. Notice to Proceed. Notice to proceed will be issued to the Subcontractor ten (10) days prior to starting the work herein. The Subcontractor will proceed with its work within the given time and pursue its work as set forth in the articles of this Subcontract, the Owner's Contract and as otherwise directed by the Contractor. Work per this Subcontract may require progression on individual or successive sets of days as necessitated by project scheduling and completion.

Section 21. Examination of the Project Plans, Specifications, Special Provisions and Site of Work. Subcontractor certifies that it has examined the site of the work and that it is familiar with the Owner's plans, specifications, and the general and special provisions applicable to the prime contract.

Section 22. This Agreement shall not be in force, nor will any payment be authorized by the Contractor, until Subcontractor properly executes this Agreement, including the insurance certificate and returns to the Contractor within ten (10) days of the date thereof.

Section 23. Specific Provisions Inserted. The attachment hereto of specific provisions of the Contract between the Contractor and the Owner is for the purpose of emphasis or to comply with applicable law or regulations and is not to be construed as an exclusion of other provisions of that Contract.

Section 24. Prior Understanding or Representation. The Contractor assumes no responsibility for any understanding or representations made by any of its officers or agents prior to the execution of this Subcontract, unless such understanding or representations by the Contractor are expressly stated in the Subcontract.

Section 25. Captions. The captions at the beginning of each Section of this Subcontract are for convenience only and are to be given no weight in construing the provisions of this Subcontract.

Section 26. Law to Govern. When this Subcontract is signed by the Contractor, it is to be deemed executed and delivered in the State of Missouri and shall be governed and construed and interpreted in accordance with the laws of the State of Missouri.

Section 27. Jurisdiction, Venue and Limitations. Should either Contractor or Subcontractor institute any suit or action for the enforcement of any of the obligations under this Subcontract, jurisdiction and venue of such suit or action shall be laid in the County of Boone and the State of Missouri.

No action shall be maintained against the Contractor upon any claim arising out of or based upon this Subcontract, or by reason of any action, omission or requirement unless commenced within one year after the last work was performed or the material furnished under this Subcontract, or from any alleged breach of this Subcontract.

Section 28. Entire Agreement. This writing constitutes the entire agreement between the Contractor and the Subcontractor, and additions, deletions or modification of this Subcontract must be in writing and signed by the parties.

Section 29. Parties. The parties for themselves, their heirs, successors, personal representatives, and assigns do hereby agree to the full performance of the covenants herein.

Section 30. No Presumption Against Drafter. Counsel being available to both parties, the rule that a document shall be construed most strictly to the drafter shall not apply to this Subcontract.

Section 31. Confidential Information. Subcontractor agrees that if Subcontractor receives information or documents which Contractor regards as confidential or proprietary then Subcontractor shall hold such information or documents in strict confidence and shall not use, disclose or duplicate such information or documents except for the performance of this subcontract.

Section 32. Invalidity or Unenforceability. The invalidity or unenforceability of any provision of this Subcontract shall in no way affect the validity or enforceability of any other portion or provision of this Subcontract. The parties agree to amend this Subcontract to replace any invalid or unenforceable provision with a valid or enforceable provision that comes as close as possible to the intent of the invalid or unenforceable provision.

Section 33. Additional Provisoins. (Attach additional pages if necessary.)

1. Subcontractor will provide necessary labor and equipment to facilitate Contractor's schedule.
2. Subcontractor to provide their own traffic control.
3. **Subcontractor will comply with FAR E-verify clause 52.222-54 Employment Verification and send proof to contractor as requested thereof.**
4. **Subcontractor is hereby bound to the same provisions and conditions as contractor is to owner.**

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract by their proper officers or duly authorized agents.

BELL CONTRACTING INC.

BY: _____

BY: _____

Its: _____

Its: _____

Contractor

Subcontractor