



TRADE CONTRACT ILLINOIS

This Document has important legal and insurance consequences; consultation with an attorney and insurance consultants and/or carriers is encouraged with respect to its completion or modification.

THIS AGREEMENT, made as of _____, 2022:

**Between the
Construction Manager:
As Assignee of Owner** **POETTKER CONSTRUCTION COMPANY
400 S Germantown Road
Breese, Illinois 62230**

And the Trade Contractor: «CONTRACTOR_NAME»
«CONTRACTOR_ADDRESS1»
«CONTRACTOR_ADDRESS2»
«CONTRACTOR_CITY», «CONTRACTOR_STATE»
«CONTRACTOR_POSTAL_CODE»

The Construction Manager has entered into a contract with Owner whereby Construction Manager is to provide construction management services. Said contract is referred to herein as the "Construction Manager Contract".

For the Project: **New Elementary School
TBD
Pana, Illinois 62557**

Owner: **BOARD OF EDUCATION, PANA COMMUNITY UNIT SCHOOL
DISTRICT #8
14 W. Main St.
Pana, Illinois 62557**

The design team representatives include:

The Project Architect: **BLDD Architects
100 Merchant Street
Decatur, Illinois 62523**

Introduction

For the purpose of this Trade Contract (hereinafter sometimes referred to as the "Contract" or "Agreement"), **POETTKER CONSTRUCTION COMPANY** is hereinafter referred to as the "Construction Manager", and «CONTRACTOR_NAME», the trade contractor, is hereinafter referred to as "Contractor".

The Construction Manager and Contractor agree as follows.

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Article .5

ACKNOWLEDGEMENT OF ASSIGNMENT

1.1. This Trade Contract has been awarded to Contractor by the Owner after advertisement for bids. By submitting its bid and being awarded this Trade Contract, Contractor acknowledges and agrees that (i) Owner shall be deemed to have assigned and set over all of its right to enter into this Trade Contract and all of its interest in this Trade Contract and the Work detailed herein to its Construction Manager, Poettker Construction Company; (ii) Contractor consents to the assignment of the Trade Contract from Owner to the Construction Manager; (iii) Contactor is signing this Trade Contract as a trade contractor of the Construction Manager; and (iv) upon signing this Trade Contract, Contractor shall be a trade contractor of Construction Manager pursuant to this Trade Contract and Contractor will not have any rights under the Trade Contract against the Owner; all of Contractor's obligations under this Contract shall be enforceable by Construction Manager; and any claims of Contractor shall be against the Construction Manager. Though not a condition precedent, if requested by Owner or Construction Manager, Contractor shall sign an Assignment and Assumption of Trade Contract, or similar document, as further memorialization of the assignment as set forth in this Article .5.

Article 1

THE CONTRACT DOCUMENTS

1.2. The "Contract Documents" consist of (1) this Agreement; (2) Invitation to Bid; (3) Instructions to Bidders; (4) Bid Specifications; (5) Addenda, if any; (6) Architectural and/or Engineering Drawings; (7) Change Directives; (8) Change Orders; (9) other documents listed by Exhibits attached to this Agreement; (10) the Construction Manager Contract; and (11) Modifications to this Agreement made or issued after execution of this Agreement. These documents form this Agreement, and are as fully a part of this Agreement as if attached to this Agreement or repeated herein. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

1.3. The Contractor agrees anything that may be called for in the specifications and not shown on the drawings, or shown on the drawings and not called for by the specifications, shall be of like effect as if called for and shown in both. In the event of any discrepancies or conflicts in the Contract Documents, the Contractor shall perform or include the most stringent requirement. If Contractor discovers any ambiguities or discrepancies, Contractor shall immediately submit the matter to Construction Manager for determination.

Article 2

SCOPE OF WORK

2.1 The Construction Manager engages Contractor as an independent contractor, to perform the «DETAIL_DESCRIPTION» scope of the work (hereinafter called "Contractor's Work").

2.2 Contractor's Work includes, but is not limited to the following: «SCOPE_OF_WORK_DESCRIPTION »

2.3 The following Exhibits are attached and part of this Agreement with the Contractor:

«SCOPE_OF_WORK_INCLUSIONS»

2.4 The following items are specifically excluded from this Agreement, as they are performed by other trade contractors on the Project: «SCOPE_OF_WORK_EXCLUSIONS»

2.5 Contractor shall complete the Contractor's Work per the plans and specifications. Contractor represents and warrants that the Contract Sum includes all labor, equipment, tools, supplies and materials furnished, fabricated, delivered, unloaded, stored, distributed, and installed, with all freight, surcharges, taxes, insurance, and cost escalation included.

2.6 The Contractor agrees to perform the Contractor's Work under the general direction of the Construction Manager and subject to the final approval of the Architect/Engineer and/or such additional or other specified

representative(s) of the Owner, in accordance with the Contract Documents.

2.7 Contractor shall furnish competent onsite supervision when Contractor's Work is performed at the site, and as necessary to complete the Contractor's Work.

2.8 Completion of all work related to Contractor's scope of work in accordance with applicable specified codes, state and federal regulations and safety requirements, and all local governing ordinances and authorities.

2.9 Contractor shall inspect existing conditions in areas of their work prior to mobilization and start-up. Commencing the Contractor's Work shall be deemed Contractor's acceptance of existing conditions.

2.10 Contractor is responsible for clean-up and disposal of all debris created under this scope of work into dumpsters provided by others, or as specified in paragraph 2.2 of this Agreement.

2.11 Contractor shall begin to procure submittals at the earlier of: (a) the time of formal Notice of Intent, or (b) upon receipt of this Agreement. Submission of all required shop drawings, product data, and other submittals required by the specifications will be required within two (2) weeks of contract date, or as noted in paragraph 2.2. Any costs incurred by the Contractor related to submittal procurement will not be paid if this Agreement is not executed for any reason.

2.12 Contractor shall coordinate the Contractor's Work with other affected trades prior to beginning work in this Agreement.

2.13 Contractor is responsible for all applicable sales tax applicable to Contractor's Work. If the Project is tax exempt, a certificate will be made available to the Contractor, and sales, use and other exempt tax should be excluded from the Contract Sum.

2.14 Contractor shall coordinate execution of work with jurisdictional agencies and Construction Manager's superintendent for testing required by the Contract Documents for Contractor's Work. Contractor shall provide adequate notice to Construction Manager as required to coordinate said inspections and testing procedures without delay to the Project Schedule.

2.15 Contractor is responsible for providing all required equipment for hoisting, setting, cutting, anchoring and all other required installation activities related to this scope of work, including coordinating, handling and receiving of material shipments supplied by others to be installed under this Agreement.

2.16 Contractor shall coordinate with all utility companies, both existing and proposed, in order to prevent elevation interference conflicts.

2.17 If deemed necessary by Construction Manager's superintendent or if Contractor is on the weekly Detail

Schedule in order to coordinate work, Contractor shall have a representative attend coordination meetings, job-site safety meetings and all related project meetings as necessary to coordinate their scope of work with other trades. Should Contractor fail to have a representative with authority present at these meetings, Construction Manager may fine Contractor \$500 per offense.

2.18 Contractor shall comply with all requirements of the National Pollutant Discharge Elimination System (NPDES) Permit and governing laws, Storm Water Pollution Prevention Plan (SWPPP) as defined in the Contract Documents, Best Management Practices (BMP's) as defined by the governing authority. Contractor will be held accountable for deficiencies in these areas as it relates to its scope of work, which could involve fines or penalties imposed by the Owner or jurisdictional agencies.

2.19 Contractor shall comply with all immigration enforcement rules and regulations pertaining to their labor, including, cooperation and participation in an employee identity verification and security badge system. Failure to cooperate and participate in this program could involve fines assessed by the Construction Manager against Contractor, of which, the Contractor will be held responsible for reimbursement.

2.20 By bidding the project, the Contractor understands that this is a schedule driven project. The Contractor is hereby committing adequate forces as well as night shift work and/or overtime as may be required to meet the construction start date, the date for substantial completion and date for final completion of all construction indicated in the Contract Documents, and Construction Manager's Project Schedule. The Contractor agrees to complete punch lists work in a timely manner and on or before the date of final completion established by the Construction Manager. The Contractor agrees it has sole responsibility to provide all necessary labor, equipment materials, tools, and whatever else is necessary to perform the Contractor's Work without interruption and on or before the stipulated dates indicated in the Contract Documents and Project Schedule provided by the Construction Manager. Failure to do so may subject the Contractor to liquidated damages as specified in the Contract Documents.

2.21 Should any questions arise with respect to the interpretation of the drawings and specifications, they shall be referred to the Construction Manager. If the Construction Manager and Contractor cannot mutually agree upon the correct interpretations of such questions, they shall be submitted to the Architect/Engineer and their decision shall be final and binding. If there is no Architect/Engineer for this Project, the Construction Manager's decision shall be followed by the Contractor. Each party shall at all times during the work have a duly appointed representative on the job site who is authorized to act for the respective party concerning this Contract.

2.22 Contractor shall require everyone on the project site wear a hard hat at all times. Additionally, all of Contractor's subcontractors shall comply with all applicable regulations and requirements for safety and health including but not limited to federal, state, municipal, and with

Construction Manager's safety policies. The most stringent requirement takes precedence.

2.23 The Contractor represents and warrants to the Construction Manager that the Contractor is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete the Contractor's Work; that the Contractor is able to furnish the tools, materials, supplies, equipment and labor, and is experienced in and competent to perform Contractor's Work; that the Contractor is qualified to do the Contractor's Work herein and is licensed and authorized to do business in the State where the Project is located; and that the Contractor holds a license, permit, or other special license to perform the Contractor's Work as required by law.

2.24 The Contractor warrants that the Contract Documents are full, complete and sufficient to have enabled the Contractor to determine the price of the Contractor's Work, to enter into this Agreement and that the Contract Documents are sufficient to enable it to complete the Contractor's Work outlined herein and the Contract Documents and otherwise to complete all of its obligations hereunder for an amount not in excess of the price herein on or before the date of completion established in the Contract Documents.

2.25 The Contractor has visited the site and is fully familiar with all conditions affecting the Project. Further, the Contractor warrants that it has satisfied itself as to the nature, location and character of the job site, including without limitation the surface and subsurface conditions of the job site and all structures and obstructions thereon and thereunder, the nature, location and character of the area in which the Project is located, including its climatic conditions, available labor supply and labor costs, available equipment supply and equipment costs and the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Contractor's Work in the manner and within the cost and timeframe required by the Contract Documents.

2.26 The Contractor represents that it has no knowledge of any discrepancies, omissions, ambiguities or conflicts in the Contract Documents as they pertain to the Contractor's Work.

2.27 Contractor binds itself to the Construction Manager for the performance of Contractor's Work such that Contractor will meet and comply with all requirements, responsibilities, obligations and restrictions of the Construction Manager under Construction Manager's Contract with the Owner. The pertinent parts of the Construction Manager Contract will be made available upon Contractor's request. The Construction Manager shall have the benefit of all rights, remedies, and redress against the Contractor that the Owner has against the Construction Manager.

2.28 All representations, indemnifications, and warranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in the Agreement, will survive Final Payment, completion and Final Acceptance of the Work and termination or completion of the Agreement, and any task orders there under.

Article 3

PAYMENTS

3.1 Provided that no reason exists for withholding payment pursuant to paragraph 3.10 or otherwise under the provisions of this Agreement, the Construction Manager agrees to pay to the Contractor for the satisfactory completion of Contractor's Work, the sum of **\$\$\$SCOPE_OF_WORK_CONTRACT_AMOUNT»** ("Contract Sum").

3.2 Payment shall be made in monthly payments of 90% of the value of the work performed in any preceding month, in accordance with estimates prepared by the Contractor and approved by the Construction Manager and Owner. The remaining 10% value of work shall be retained until Final Payment, unless otherwise provided in the Contract Documents.

3.3 Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Project but delivered to and suitably stored onsite or offsite at a location agreed upon in writing, including applicable insurance, storage and costs incurred in transporting to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by the Contractor of bills of sale and proof of required insurance, or such other procedures satisfactory to the Construction Manager to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Construction Manager and Owner's interests therein, including transportation to the site.

3.4 Contractor shall provide completed lien waivers and supplier affidavit forms, in a form satisfactory to the Construction Manager with each estimate.

3.5 Payment of the approved portion of the Contractor's monthly estimate shall be conditioned upon receipt by the Construction Manager of its payment from the Owner, and Contractor agrees that payment by the Owner is a condition precedent to the Construction Manager's obligation to pay the Contractor.

3.6 Approval and payment of Contractor's monthly estimate is specifically agreed not to constitute or imply acceptance by the Construction Manager or Owner of any portion of the Contractor's Work. In no case shall the Construction Manager be held responsible for payment to the Contractor for work not paid by the Owner to the Construction Manager.

3.7 Contractor shall submit monthly estimates to the Construction Manager by the 20th of each month. All such estimates shall be sent electronically to ap@poettkerconstruction.com, copying the Construction Manager's Project Manager by email. In the event the Contractor does not submit such monthly estimates to the Construction Manager by the 20th of the month, then the Construction Manager may, at its option, include in its monthly estimate to the Owner, for Contractor's Work performed during the preceding month, such amount as Construction Manager may deem proper for the work of the Contractor for the preceding month; and the Contractor

agrees to accept such approved portion thereof in lieu of monthly payment based upon the Contractor's estimate.

3.8 In the event it appears to the Construction Manager that the labor, material and other bills incurred in the performance of Contractor's Work are not being currently paid, the Construction Manager, may take such steps as Construction Manager deems necessary to insure that the money paid with any progress payment will be utilized to pay such bills, including directing that any amounts due to the Contractor under this Agreement be paid jointly to both the Contractor and the unpaid vendor or subcontractor.

3.9 The Construction Manager may deduct from any amounts due or to become due to the Contractor any sum or sums owing by the Contractor to the Construction Manager pursuant to this Agreement or any other agreement between Construction Manager and Contractor. In the event of any breach by the Contractor of any provision or obligation of this Agreement or any other agreement between Construction Manager and Contractor, or in the event of the assertion or threat by other parties of any claim or lien against the Owner, the Construction Manager, Construction Manager's Surety, or the Project, which claim or lien arises out of the Contractor's performance of this Agreement or any other agreement between Construction Manager and Contractor, the Construction Manager shall have the right, but is not required, to retain out of any payments due or to become due to this Contractor an amount sufficient to completely protect (and if necessary, reimburse) the Construction Manager from any and all loss, damage or expense therefrom, until the claim or lien has been adjusted by the Contractor to the satisfaction of the Construction Manager. This paragraph shall be applicable even if the Contractor has posted a full payment and performance bond.

3.10 For the purpose of evaluating partial billings and payment, an itemized Schedule of values (SOV) of the various portions of the Contractor's Work, aggregating the total Contract Sum, shall be submitted for approval prior to the first payment application. This SOV shall include as separate and distinctive items, the various subcontractors, equipment suppliers, major material suppliers, and major labor items. Any materials listed from Contractor's stock, shall not exceed \$10,000 unless approved by Construction Manager. The approved SOV shall then be used by the Contractor on all monthly estimates.

3.11 Prior to making any payments to the Contractor, the Construction Manager must receive and approve proof of insurance as required in Article 6 of this Agreement.

3.12 Payments otherwise due may be withheld by Construction Manager, when defective Contractor Work has not been remedied, a claim has been, or it is reasonably anticipated that a claim may be submitted to Contractor, Contractor has failed to make payments to its subcontractors for materials or labor, or it is reasonably anticipated that the this Agreement cannot be completed for the balance remaining unpaid. If the foregoing causes are rectified, the withheld payment shall be made promptly. If any lien or claim arises after final payment is made, Contractor shall pay the claim or offer a bond to discharge

the claim. If Contractor fails to do so within a reasonable time, Construction Manager may pay the amount, which will be reimbursed by the Contractor.

3.13 The Contractor shall submit a separate retention only final estimate upon completion and Final Acceptance of Contractor's Work. This shall be considered the Final Payment estimate.

3.13.1 Final Payment shall be paid to the Contractor upon approval by the Owner, Architect and the Construction Manager of the Contractor's Work and no later than fifteen (15) days after payment having been received by the Construction Manager for all of Contractor's Work and satisfactory evidence having been received by the Construction Manager that all payrolls, including customary fringe benefits and payments due under collective bargaining agreements, bills for materials and equipment, all known indebtedness related to Contractor's Work, and all subcontractors and suppliers have been paid to date and are waiving their lien rights upon the final payment of a specific balance due. Acceptance of final payment by the Contractor shall constitute a waiver of claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of final application for payment.

3.13.2 All final lien waivers, manufacturer and supplier warranties and other final project documents required by the Contract Documents and this Agreement in relation to the Contractor's Work shall be submitted and approved prior to Contractor's Final Payment estimate. Final Payment will not be issued until all required final documentation is approved by the Construction Manager, Owner, and Architect.

Article 4

PROSECUTION OF THE WORK

4.1 Time is of the essence for both parties, and they mutually agree to see to the performance of their work and the work of their subcontractors so that the entire project may be completed promptly, in a good and workmanlike manner and in accordance with the Contract Documents. The Contractor shall, at all times, provide the materials, equipment, shoring, scaffolding, tools, labor and competent supervision necessary to complete Contractor's work in a timely manner. The Contractor shall provide the Construction Manager with scheduling information and Contractor's proposed weekly schedule for the Contractor's Work, including durations and manpower. The Construction Manager shall then prepare the Detail Schedule of the Contractor's Work as it relates to the overall Project Schedule and, as may be necessary, revise such Detail Schedule as the Contractor's Work progresses. Contractor acknowledges that revisions may be made in the Project Schedule and Detail Schedule and agrees to make no claim for acceleration or delay by reason of such revisions so long as such revisions are of the type normally experienced in the scope and complexity of Contractor's Work.

4.2 The Contractor shall prosecute Contractor's Work in a prompt and diligent manner in accordance with the Project Schedule and/or Detail Schedule without hindering the work or progress of the Construction Manager or any trade contractor. If work of others is damaged by Contractor, the Contractor will cause such damage to be corrected to the satisfaction of and without cost to the Construction Manager and Owner. If Contractor's Work is damaged by others, then Contractor waives any right to recover overhead or profit in connection with the repair or replacement of such Contractor's Work unless and to the extent such overhead or profit is paid by any applicable insurance proceeds. In the event Contractor fails to maintain its part of the Project Schedule and/or Detail Schedule, it shall, without additional compensation, work such overtime as the Construction Manager may direct until Contractor's Work is in accordance with such schedules. Additionally, any costs required to bring Contractor's Work into conformity with such schedules shall be without additional compensation.

4.3 The Contractor shall be responsible for and will prepare for performance of Contractor's Work, including without limitation thereto, the submission of shop drawings, samples, tests, field dimensions, determination of labor requirements and ordering of materials as required to meet the Project and/or Detail Schedules. Contractor shall notify Construction Manager when portions of the Contractor's Work are ready for inspection.

4.4 The Contractor shall keep and maintain daily progress logs of the Contractor's Work, including labor, equipment, material, and deliveries of own forces and any subcontractor forces; as well as progress of materials or equipment to be provided under this Agreement that may be in the course of preparation or manufacture. Contractor shall furnish such logs to Construction Manager as requested.

4.5 The Contractor shall cooperate with the Construction Manager and other trade contractors whose work may interfere with the Contractor's Work and participate in the preparation of coordinated drawings and work schedules in areas of congestion, specifically noting and advising the Construction Manager of any interference by other trade contractors or subcontractors. If the Contractor's Work includes the installation of materials or equipment not supplied by Contractor, then Contractor shall be responsible for requesting copies of all shop drawings, samples or other submittals relating to such materials or equipment and approving such submittals prior to commencement of Contractor's Work. Commencement of Contractor's Work shall be deemed to be an approval of all such shop drawings, samples and/or other submittals.

4.6 The Contractor shall keep the job site orderly and clean at all times. The Contractor's tools and materials shall only be stored on the job site at such locations and in such manner as is approved by the Construction Manager. If the Contractor fails to clean and organize the job site contrary to provisions hereof, the Construction Manager shall be permitted to perform such necessary clean-up and deduct the cost of such work from amounts due to the Contractor.

4.7 The Contractor shall give adequate notices pertaining to the Contractor's Work to proper authorities and secure and pay for all necessary licenses, permits and royalty fees to carry on Contractor's Work; the furnishing of which is required by the Contract Documents. The Contractor shall defend all suits or claims for infringement of any patent rights involved in the work of the Contractor.

4.8 The Contractor shall comply and cause all of its subcontractors to comply with all Federal, State and local laws and regulations, Social Security Laws and Unemployment Compensation Laws, Immigration Laws, Workers' Compensation Laws, Safety Laws and wage, salary and price regulations insofar as applicable to the performance of this Agreement. Contractor shall also maintain its own safety program for compliance with such laws and shall further comply with the Construction Manager's safety requirements and the Construction Manager's compliance plans regarding any such laws to the extent they are brought to its attention.

4.8.1. Pursuant the Davis-Bacon Wage Act and the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.) and the regulations promulgated thereto, Contractor agrees that not less than the general prevailing rate of hourly wages for Work of a similar character on public Works in the locality in which the Work is performed, and not less than the general prevailing rate of hourly wages for legal holiday and overtime Work, shall be paid to all laborers engaged in the construction of this public work. Contractor shall ensure that its subcontractors comply with the requirements of the Illinois Prevailing Wage Act. The provisions of the Contract Work Hours and Safety Standards Act and the regulations promulgated pursuant thereto shall apply to the construction of this public work.

4.8.2. Contractor agrees that it shall abide by and comply with all applicable local, State and Federal laws relating to fair employment practices and prohibiting discrimination in employment contracts involving public funds, the construction or development of public Works, buildings, or facilities. The Contractor shall not discriminate on the basis of age, race, color, national origin, religion, sex, sexual orientation, or sexual identity, in the performance of this Contract.

4.9 Any duty on the part of Construction Manager in connection with the safety of persons or property at or near the job site is intended solely to benefit the Owner and is not intended to benefit Contractor or any third person or entity who may be injured or damaged as a result of the Work. Construction Manager and Contractor specifically state that they do not intend to confer any third-party beneficiary status on any other person or entity nor do they intend, by this Agreement or their activities on the job site, to create any duty on the part of the Construction Manager as to any person or entity on the job site. The Contractor agrees that Contractor is the most knowledgeable as to how to safely perform the Contractor's Work. Although the Construction Manager may advise the Contractor if the Construction Manager believes there is some unsafe condition or activity on the job site, the sole responsibility for preventing injuries and accidents to Contractor's employees shall rest upon the Contractor.

4.10 The Contractor will not assign this Agreement, nor subcontract the whole or any part of the Contractor's Work to be performed hereunder, without the prior written consent of the Construction Manager, with the exception of those subcontractors listed by the Contractor and furnished to the Construction Manager at the time this Agreement is executed.

4.11 If the Contractor's Work includes the furnishing of architect's, engineer's or other design services, Contractor shall cause such services to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. The Construction Manager and the Owner shall be entitled to rely upon the adequacy, accuracy and completeness of the services performed by such design professional. The Contractor shall be responsible to the Construction Manager and the Owner for the acts and omissions of such design professional. Further, the Contractor shall be responsible for providing or causing such professional to carry and maintain professional liability insurance for claims arising from the performance of such professional services, all as set forth in Article 6 hereof. Any fees or expenses of such services are included in the Contract Sum.

4.12 The Contractor agrees that no labor dispute of any kind involving the Contractor, or its employees or agents, shall be suffered or permitted to occur or be manifested on the Project and the Contractor agrees to that end to only employ persons on the Project who will work at all times in harmony with other persons employed on the Project.

4.12.1 The Contractor agrees that its employees shall not participate in or accede to any interference with the performance of work by other persons on the project, including but not limited to work stoppages, slow downs, or other job actions, whether or not such interference is the result of any labor dispute.

4.12.2. Should there be a work stoppage, slow down or any type of interference with the performance of Contractor's Work involving the Contractor or its employees, including but not limited to informational or other picketing or hand billing, strikes, slowdowns, or other interference with work directed to or involving Contractor or its employees or operations, resulting from a labor dispute and which in the judgment of the Construction Manager will cause, or threatens to cause delay in the progress of construction, then upon twenty-four (24) hours written notice the Construction Manager shall have the right to declare the Contractor in default under this Contract and take such steps as are necessary to finish the uncompleted portion of the Contractor's Work. In such event the Construction Manager shall have the right to take possession of and use all of the Contractor's materials (exclusive of tools) intended for use on the Contractor's Work. The cost of completion including all expenses, attorneys' fees and costs incurred in resolving the labor dispute shall be charged against any money then due or thereafter to become due to Contractor under this Agreement. If such cost of completion and other charges exceed the balance due Contractor, Contractor agrees to promptly pay the difference to the Construction Manager.

4.13 The parties recognize that the employment, discipline and discharge of the Contractor's employees are the sole and exclusive province and responsibility of Contractor. Nothing herein shall be understood or construed as a request or requirement on the part of the Construction Manager that Contractor hire, discipline, or discharge any person; provided, however, that if the Owner requires the Construction Manager to remove any individual or subcontractor from the Project, then Contractor shall promptly remove such individual or subcontractor from the Project.

4.14 The Contractor, including but not limited to its agents, representatives, employees, subcontractors and suppliers (collectively "Contractor") acknowledges that the terms of this Agreement and the Contract Documents provided by the Owner may contain non-public proprietary information including without limitation, trade secrets, patented or proprietary processes of the Construction Manager or Owner, pricing and completion terms, overall project costs and general conditions all of which the Contractor agrees to keep confidential (the "Confidential Information"). Contractor shall protect the Confidential Information from disclosure except as necessary for the completion of its Work, or the work of Contractor's accountants, tax preparers and agents or as may be ordered disclosed by a court of law. For purposes of this Agreement, the term "Confidential Information" will also mean design and/or performance criteria, applications for payments, financial data, business and marketing plans, sales and pricing strategies, and any other information marked as Confidential Information. Accordingly, Contractor shall not disclose to third parties nor use any Confidential Information, except in the limited instance that such Confidential Information at the time of receipt from Construction Manager or Owner, was in Contractor's prior possession, or thereafter becomes a matter of public knowledge other than by reason of breach of this Agreement, or that may thereafter be obtained by Contractor from a third party who is not under the obligation of secrecy or confidentiality to Construction Manager or Owner; and that unless approved by Construction Manager, Contractor shall not at any time publish or otherwise disclose engagement by Construction Manager under this Agreement except as is necessary in the performance of the Work.

Article 5
CHANGES IN THE WORK

5.1 The Contractor agrees that the Construction Manager may add to or deduct from the amount of the Contractor's Work covered by this Agreement, and any changes so made in the amount of Contractor's Work involved, or any other parts of this Agreement, shall be by a written amendment (Change Order) hereto setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon in signed writing between the Construction Manager and Contractor. The Contractor agrees to proceed with the Contractor's Work as changed when so ordered in writing by the Construction Manager so as not to delay the progress of the Contractor's Work,

pending any determination of the value thereof, unless Construction Manager first requests a proposal of cost before the change is affected. If the Construction Manager requests a proposal of cost for a change, the Contractor shall promptly comply within 5 business days of such request.

5.2 Contractor shall be entitled to receive no extra compensation for extra work or materials or changes of any kind regardless of whether the same was ordered by the Construction Manager or any of its representatives unless a Change Order therefore has been issued in writing by the Construction Manager. If extra work was ordered by the Construction Manager and the Contractor performed same but did not receive a written order therefore, the Contractor shall be deemed to have waived any claim for extra compensation, regardless of any written or verbal protests of claims by the Contractor. The Contractor shall be responsible for any costs incurred by the Construction Manager for changes of any kind made by the Contractor that increase the cost of the work for either the Construction Manager or other trade contractors when the Contractor proceeds with such changes without a written order therefore.

5.3 The Contractor agrees that no claim for additional services rendered or materials furnished by the Contractor to the Construction Manager shall be valid unless notice is given to the Construction Manager prior to the furnishing of the services or material or unless written notice of the claim and amount thereof is given by the Contractor to the Construction Manager on approved form not later than the last day of the calendar month following that in which the claim originated.

5.4 The Contractor will make all claims for extra compensation and for extension of time to the Construction Manager promptly in accordance with this Article and consistent with the Contract Documents.

5.5 Notwithstanding any other provision, if the work for which the Contractor claims extra compensation is determined by the Owner or Architect not to entitle the Construction Manager to a Change Order or extra compensation, then the Construction Manager shall not be liable to the Contractor for any extra compensation for such work, unless Construction Manager agrees in writing to extra compensation.

5.6 Contractor agrees that there shall be no backcharges or change orders submitted for work which is shown on the Contract Documents as work to be completed under the Contractor's Work.

5.7 Contractor agrees to submit change order proposals per Construction Manager's requirements and forms. The Construction Manager may, at any time during the progress of the Contractor's Work, alter, change, subtract from or add to the plans and specifications or scope of work without violating the contract terms thereof.

Article 6

INSURANCE AND INDEMNITY

6.1 The Contractor shall file with the Construction Manager copies of completed certificates of insurance, satisfactory to Construction Manager, to afford protection against all claims for damages to public or private property and injury to persons arising out of Contractor's Work as stated below or as provided in the Contract Documents, whichever is greater:

6.1.1. Contractor shall require all of its subcontractors providing equipment, materials or services directly to Contractor in connection with this Agreement to obtain, maintain and keep in force coverages in accordance with the greater of insurance requirements set forth in this Agreement and the Contract Documents during the time they are involved in performance of services or other work hereunder. Contractor shall obtain certificates of insurance evidencing such coverage prior to performing any of the Contractor's Work, and provide such certificates upon request of Construction Manager. Contractor shall not be excused from its obligations to cause its subcontractors of any tier to meet the greater of the insurance coverage requirements set forth in this Agreement or the Contract Documents unless Contractor shall have obtained in writing from Construction Manager a written waiver, which shall be effective only to such requirements and for such subcontractor specifically identified therein.

6.1.2. Employers' Liability and Workers' Compensation: The Contractor shall furnish evidence that it carries employers' liability and workers' compensation insurance. Employers' liability insurance limits shall not be less than \$1,000,000 per accident, \$1,000,000 per person for occupational disease, and \$1,000,000 policy aggregate for occupational disease.

6.1.3. Commercial General Liability: Contractor shall furnish evidence that Contractor carries Commercial General Liability insurance providing for a limit of not less than \$1,000,000 per occurrence/per project for all damages arising out of bodily injuries including death to persons and for all damages arising out of injury or destruction of property in any one accident, and subject to total or aggregate limit of \$2,000,000 (per project) for all damages arising out of injuries to person or destruction of property during the policy period. General Liability insurance must include premises/operations, underground explosion and collapse, products and completed operations for at least three (3) years after final payment or longer if required by the Contract Documents, as well as contractual liability coverage for the Contractor's indemnity obligations hereunder.

6.1.3.1. If Contractor is required to furnish an external insulating finish system or deal with asbestos or any hazardous materials or pollutants or if specified by Construction Manager or required by the Contract Documents, Contractor shall carry environmental impairment/pollution liability insurance providing coverage on an occurrence basis for environmental hazards, including without limitation, lead, mold, asbestos and external insulating finish systems and to include sudden

and accidental and environmental clean up with a combined single limit of \$1,000,000. Such insurance shall be maintained at least three (3) years after final payment. Such policy shall include Contractor as additional insured on a primary and non-contributory basis. Subcontractor must also include a waiver of subrogation in favor of Contractor.

6.1.4. Automobile Liability: Contractor shall furnish evidence that Contractor carries automobile liability insurance providing a limit of not less than \$1,000,000 for bodily injury, including death to persons and injury or destruction of property in any one accident. Automobile liability insurance must include owned, non-owned and hired car liability.

6.1.5. Umbrella Liability: Contractor shall furnish evidence that Contractor carries Umbrella liability insurance providing a limit of not less than \$2,000,000 for bodily injury, including death to persons, and injury or destruction of property, in any one accident. The policy shall follow form with Contractor's other liability policies and shall not require horizontal exhaustion of any primary insurance carried by Owner or Construction Manager or their respective consultants or subcontractors.

6.1.6. Additional Insured and Waiver of Subrogation: The above policies of insurance shall include Construction Manager, the Owner and the Architect/Engineer as additional insured parties on a primary and non-contributory basis, including without limitation completed operations coverage, as respects all work performed by Contractor and shall include coverage for the contributory negligence of the additional insured parties. The Contractor's liability insurance and umbrella insurance coverage shall be exhausted before any of the Owner's or Construction Manager's insurance shall be available. Additional insured endorsement should be **ISO CG2010 (11 85) and ISO CG2037** or equivalent, and a copy of such endorsement shall be furnished with the certificate of insurance. Contractor must waive all rights against Construction Manager, Owner and Architect/Engineer and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers' compensation and employers' liability insurance maintained, per requirements stated above. Certificates of insurance must provide for said waiver of rights of subrogation to the extent permitted by law and must provide for 30 days written notice to Construction Manager prior to change or cancellation of any insurance policy coverage evidenced by said certificate.

6.1.7. Professional Liability: If the Contractor's work includes the furnishing of architect's, engineer's or other design services, then the Contractor or such architect, engineer or design professional, shall carry and maintain professional liability insurance for claims arising from the performance of such services with a minimum limit of Two Million Dollars (\$2,000,000.00) per claim and in the aggregate and with a deductible not to exceed Twenty Five Thousand Dollars (\$25,000.00). Such insurance shall be maintained until at least one (1) year after final payment.

6.2 Insurance Form and Duration: All of insurance herein specified shall be in a form acceptable to Construction Manager and shall be carried until all Contractor's Work is satisfactory as evidenced by Final Acceptance. Coverage must be commercial general liability "occurrence" form. "Claims-made" form will not be accepted. Minimum required limits can be a combination of Primary and Umbrella policies. Prior to starting work, the Contractor shall obtain and until final payment is made, maintain and pay for such insurance coverages of the types and with the minimum limits set forth herein. Products and completed operations insurance shall be maintained until at least three years after final payment. Contractor shall furnish certificates of insurance required hereunder to the Construction Manager before beginning work. However, the failure to provide such certificates of insurance prior to beginning Contractor's Work, shall, in no manner, be deemed a waiver of the requirement to provide such insurance and the failure of the Construction Manager to insist upon the providing of such certificates of insurance shall, in no manner, be deemed to be a waiver of the requirement of providing such insurance. Contractor acknowledges that the cost of the insurance required under this Agreement is included in the Contract Sum. The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Construction Manager.

6.3 In the event Contractor fails to obtain or maintain the greater of any insurance coverage required under this Agreement or the Contract Documents, Construction Manager may purchase such coverage and charge the expense thereof to Contractor or terminate this Agreement.

6.4 Indemnity: To the fullest extent permitted by law, the Contractor shall indemnify, defend (with counsel satisfactory to the Construction Manager) and hold harmless the Construction Manager, Owner, Architect/Engineer and the consultants, agents and employees of any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, expert witness fees, investigation costs and related expenses arising directly or indirectly out of the obligations herein undertaken or arising out of operations conducted by the Contractor, the Contractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, except claims, damages or litigation to the extent caused by or resulting from the negligence, recklessness or intentional misconduct of the party indemnified hereunder. Such obligation shall not negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph. The parties intend that the Contractor's commercial general liability insurance shall provide coverage for such indemnity obligations as well as coverage for the indemnified parties' contributory negligence as provided above. If the required insurance is not maintained as required, then the Contractor's indemnity obligation shall apply as though the required insurance were in effect. In any and all claims against the Owner and/or Construction Manager or any of their respective agents, members, officers, directors, shareholders or employees by any employee of the Contractor, anyone

directly or indirectly employed by him or anyone for whose acts Contractor may be liable, the indemnification obligation under this Paragraph 6.4 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 6.4 shall not extend to the liability of the Architect/Engineer, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or failure to give directions or instructions by the Architect/Engineer, its agents or employees.

Article 7

BONDS

7.1 A Performance Bond and a Labor and Material Payment Bond in forms satisfactory to the Construction Manager shall be furnished in the full amount of this Agreement, if requested by the Contractor. This obligation shall continue throughout the Agreement and may be required at any time during the performance of Contractor's Work by a Change Order, as provided in Article 5. The Contractor has included the premium cost for such bonds in the contract price.

Article 8

WARRANTY

8.1 The Contractor agrees to promptly make good without cost to the Owner or Construction Manager any and all defects due to faulty workmanship and/or materials which may appear within the greater of (1) one year from the date of completion and Final Acceptance of the entire Project by the Owner or (2) as otherwise specified and established in the Contract Documents. If there is no limitation on the guaranty or warranty period established in the Contract Documents, then no limitation shall apply. The Contractor further agrees to execute any special guarantees as provided by the terms of the Contract Documents and included in Contractors Work, prior to final payment.

Article 9

CONSTRUCTION MANAGER'S OBLIGATIONS

9.1 Contractor binds itself to the Construction Manager such that Contractor's performance of Contractor's Work shall be such as Contractor will meet and comply with all requirements, responsibilities, obligations and restrictions of the Construction Manager under Construction Manager's contract with the Owner.

9.2 Reserved.

9.3 Construction Manager shall not issue or give any instruction, order or directions directly to employees or

workmen of the Contractor other than to the persons designated as the authorized representative(s) of the Contractor.

9.4 Liquidated damages for delay, if provided for in the Contract Documents, may be assessed against the Contractor to the extent caused by the Contractor or any person or entity for whose acts the Contractor may be liable. The Construction Manager shall make no demand for liquidated damages in any sum in excess of the amount specifically named in this Agreement or the Contract Documents. This provision does not preclude any claim the Construction Manager may have for direct damages under law.

9.5 The Contractor will furnish those temporary facilities and services required by the Contractor, including but not limited to, drinking water, office and any other shelter, engineered layout, necessary temporary construction utilities including hook-ups, items not specifically identified as Construction Manager-furnished items in Article 9, and as noted in paragraph 2.2. Adequate storage area, if available, will be allocated by the Construction Manager for the Contractor's materials and equipment during the course of the Project. The Contractor is responsible for safe and secure storage of materials and equipment, including enclosures and/or containers to be located onsite.

9.6 Reserved.

9.7 The Construction Manager shall have no obligation to make payment to Contractor for its work hereunder until Construction Manager has received payment therefore from Owner or its agent.

Article 10

TERMINATION

10.1 Should the Contractor fail at any time to supply a sufficient number of properly skilled workmen or sufficient materials and equipment of the proper quality, or fail in any respect to prosecute the Contractor's Work with promptness and diligence, or fail to promptly correct defective work or fail in the performance of any of the agreements herein contained, the Construction Manager may, at its option, perform the Contractor's obligations and utilize the Contractor's equipment and materials on the job site in connection therewith. The Construction Manager may provide such labor, materials and equipment and deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Contractor under this Agreement.

10.2 If the Contractor at any time shall refuse or neglect to supply sufficient properly skilled workmen, or materials or equipment of the proper quality and quantity, or fail in any respect to prosecute Contractor's Work with promptness and diligence, or cause by any action or omissions the stoppage or interference with the work of the Construction Manager or other trade contractors, or fail in the performance of any of the covenants herein contained, or in any other agreement between Contractor and

Construction Manager, or be unable to meet its debts as they mature, the Construction Manager may at its option at any time after serving written notice of such default with direction to cure in a specific period, but not less than two (2) working days, and the Contractor fails to cure the default, terminate the Contractor's employment by delivering written notice of termination to the Contractor. Thereafter, the Construction Manager may take possession of the plant and work, materials, tools, appliances and equipment of the Contractor at the building site, and through himself or others provide labor, equipment and materials to prosecute Contractor's Work on such terms and conditions as shall be deemed necessary, and shall deduct the cost thereof, including without restriction thereto all charges, expenses, losses, costs, damages, and attorney's fees, incurred as a result of the Contractor's failure to perform, from any money then due or thereafter to become due to the Contractor under this Agreement. Such charges and expenses shall include the time spent by Construction Manager's administrative personnel including without limitation company executives and Project Managers.

10.3 If the Construction Manager so terminates the employment of the Contractor, the Contractor shall not be entitled to any further payments under this Agreement until Contractor's Work has been completed and accepted by the Owner and Construction Manager with respect thereto. In the event that the cost of completion and other charges provided in paragraph 10.2 above exceed the balance due to the Contractor, the Contractor agrees promptly to pay the difference to the Construction Manager.

10.4 Construction Manager shall have the right to terminate this Contract with no further obligation to Contractor beyond fair compensation for such Contractor's actual services rendered through the date of termination if (a) Contractor files for protection under the federal bankruptcy laws or if any involuntary bankruptcy proceeding is filed against it which is not dismissed within 10 days after filing; (b) Contractor makes a transfer or assignment of its assets for benefits of creditors; (c) the Owner requires Construction Manager to remove Contractor from the Project; or (d) the Owner terminates its contract with the Construction Manager for any reason, with or without cause.

Article 11

CLAIMS

11.1 The Contractor shall make all claims in writing to the Construction Manager not later than the last day of the calendar month following that in which the claim originated.

11.2 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof not resolved between the parties through non-binding mediation, if pursued, shall be decided through litigation commenced and pursued in the Circuit Court of Christian County, Illinois. The prevailing party in any such court action shall be entitled to recover its attorneys' fees, expert witness fees, investigation costs and related expenses from the other party.

11.3 Reserved.

11.3.1. Should the Construction Manager enter into mediation or litigation with the Owner or others regarding matters relating to this Agreement, the Contractor consents to being joined as a party to such mediation or litigation. Contractor shall be bound by the result of any mediation to the same degree as the Construction Manager.

11.4 Contractor represents, warrants, stipulates, and agrees that it is solely and exclusively in charge of and responsible for its own equipment, scaffolds, working structures and machinery, and is solely and exclusively responsible for the maintenance and safe working operations and conditions of said equipment, scaffolds, working structures and machinery. Contractor represents, warrants, stipulates, and agrees that it is solely and exclusively responsible for notifying its employees of the proper and safe utilization of all equipment, scaffolds, working structures and machinery; for notifying its employees of safe operating conditions and procedures, and that Construction Manager does not assume any responsibility for any such equipment, scaffolds, working structures or machinery, or such notification.

11.4.1 Contractor hereby represents, warrants, stipulates, and agrees that any and all equipment, scaffolds, working structures and machinery furnished by Contractor and/or used by Contractor's employees are in compliance with, and at all times will be kept in compliance with, any and all applicable federal, state, and local laws, ordinances, regulations, statutes, codes and safety standards, including, but not limited to, all of the Rules, Regulations and Safety Standards under the Federal Occupational Safety and Health Act and any applicable state Safety and Health Act. Contractor expressly assumes any and all liability for any and all claims or damages resulting from a violation of any such standards.

11.5 Contractor shall indemnify and hold Owner, Construction Manager and their respective officers, directors, shareholders, members, servants, agents, and employees harmless from any and all liability, penalties, demands, claims, causes of action, expenses, suits, damages or injury of any kind (including the cost of defense, settlement, and attorney's fees, expert witness fees, investigation costs and related expenses), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of any breach by Contractor of any representation, warranty, stipulation or agreement of Contractor hereunder.

11.6 In any action by any employee of Contractor against Construction Manager or Owner under any state or municipal statute or law, Contractor shall assume the defense of such action, retain counsel of Construction Manager's and Owner's choosing, and pay all of the expenses of such defense, whether or not Contractor is obligated to indemnify Construction Manager or Owner under the provisions of Article 6 hereof.

11.7 The Contractor shall carry on Contractor's Work and maintain its progress during any mediation or litigation .

11.8 Notwithstanding any other provision, for any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

[X] Arbitration pursuant to Section 9.3 of this Agreement when the amount in dispute is less than \$100,000.

[X] Litigation in a court of competent jurisdiction when the amount is more than \$100,000.

11.9 Arbitration

11.9.1 All claims, disputes and other matters in questions valued less than One Hundred Thousand Dollars (\$100,000) between the Construction Manager and Owner arising out of, or relating to, agreements to which the parties are bound, or the contract documents or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in force, as modified herein, unless the parties mutually agree otherwise. The Architect, Contractors, subcontractors and material suppliers who have an interest in the dispute shall be joined as parties to the arbitration. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

11.9.2 Notice of the demand for arbitration shall be filed in writing with the other party to the arbitration and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in questions would be barred by the applicable statute of limitations.

11.9.3 All parties shall carry on the work and perform their duties during any arbitration proceedings, and the Owner shall continue to make payments as required by agreements and the contract document. However, at the request of any party, contested payments may be placed in an escrow account pending resolution of the dispute.

Article 12

PREVAILING LAW

12.1 This Agreement shall be governed by the laws of the State of Illinois.

Article 13

INVALID PROVISION

13.1 If any provision of this Agreement or the application thereof to any parties hereunder or any other persons shall to any extent be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to the

parties or such persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Article 14

DEFINITIONS

14.1 As used throughout this Agreement, the following terms and expressions have the meanings and interpretation set forth below.

- **"Agreement"** and **"Contract"** mean this written Trade Contract executed between Construction Manager and Contractor.
- **"Construction Manager"** means the entity identified as such on the face page of this Agreement.
- **"Contractor"** means the entity identified as such on the face page of this Agreement.
- **"Detail Schedule"** refers to the weekly look-ahead schedule providing greater detail to the work to be performed in the Project Schedule.
- **"Estimate"** refers to the Contractor's estimate of Work completed to date, as submitted monthly to the Construction Manager for review and approval.
- **"Exhibit"** refers to additional requirements as attached to this Agreement.
- **"Final Acceptance"** refers to the Owner's complete and final acceptance of the Project as a whole.
- **"Final Payment"** refers to the payment based on the Contractor's final Estimate, including only the sum of the reserved balance from previous payments.
- **"Owner"** refers to the entity identified as Owner on the face page of this Agreement.
- **"Project Schedule"** means the overall schedule identifying all scopes of work for the entire Project, including the Work provided by Contractor.
- **"Site", "Worksite"** and/or **"Jobsite"** refer to Owner's premises.
- **"Contractor"** means the entity identified as such on the face page of this Agreement.
- The **"Work"** shall mean all services, labor, material, equipment and actions necessary for the

Contractor's performance of this Agreement. In certain context, the Work may also include the entire completed construction or the various separately identifiable parts thereof required to be performed or furnished in accordance with this Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

«CONTRACTOR_NAME»

ATTEST:

_____ By _____ Date _____
Printed Name: _____
Title: _____

**POETTKER CONSTRUCTION COMPANY,
CONSTRUCTION MANAGER**

ATTEST:

_____ By _____ Date _____
Printed Name: _____
Title: _____