



New Subcontractor Qualification Form

GENERAL INFORMATION

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Email: _____

Main Contact Name: _____

Services Provided: _____

ORGANIZATION

1. How many years has your organization been in business as a Contractor? _____

2. How many years has your organization been in business under its current name? _____

3. Under what other or former names has your organization operated? _____

4. If your organization is a corporation, please answer the following:

• Date of Incorporation: _____

• State of Incorporation: _____

• President's Name: _____

• Vice President's Name(s): _____

• Secretary's Name: _____

• Treasurer's Name: _____

5. What is the company's business structure?

Please check the following that best describes your firm:

Corporation Individual Partnership Joint Venture Other

If other, please specify:

6. If your organization is a partnership, please answer the following:

i. Date of Organization: _____

ii. Type of Partnership (if applicable): _____

7. Are you a DEI company? Yes No



COMPANY CAPABILITIES

1. Past Projects: _____

(If more space is needed, please attach a separate sheet to the back of this qualification form.)

2. Number of Employees: _____ Average Crew Size: _____
 Union Non-Union

3. Largest Project Dollar Value: _____ Average Project Value: _____

4. Estimating Capabilities: _____

5. Conceptual Estimating Capabilities: _____

6. Design Capabilities: _____

7. In House Engineer: Yes No If no, engineer of record: _____

8. Equipment Owner: _____

9. Special Capabilities: _____

SAFETY

***** Please furnish Cunningham-Limp with a copy of your safety manual *****

1. What is your company's Experience Modifier Rate (EMR)? _____
Must provide documentation from the past three years with this qualification form.

2. What is your company's MIOSHA incident rate? _____
Must provide a copy of the OSHA 300 or 200 Logs for the past three years with this qualification form.

4. In the past 3 years, has your company had any MIOSHA violations or warnings? None
If so, please list details, including any fine amounts:



FINANCIAL

Please provide banking information and contact:

Federal ID#: _____
or S.S.N: _____

Incorporated: Yes No
Partnership: Yes No
Sole-Proprietor: Yes No

Line of Credit Limit: _____

SURETY

- Contact Name: _____
- Bonding Company: _____
- Location: _____
- Name of Agent: _____
- Phone Number: _____
- What is your single limit bonding capacity? _____
- What is your total limit bonding capacity? _____
- What is your available bonding capacity? _____

EXPERIENCE

1. List the Categories of work that your organization normally performs with its own forces:

2. Claims and Suits (If the answer is yes to ANY of the questions below, please attach details)

- Has your organization ever failed to complete any work awarded? Yes No
If yes, please describe (another sheet may be attached if more room is required)

- Are there any judgements, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? Yes No
If yes, please describe (another sheet may be attached if more room is required)



EXPERIENCE CON'T

- Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? Yes No
If yes, please describe (another sheet may be attached if more room is required)

- Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? Yes No
(If yes, please attach an additional sheet to this qualification form)

3. List major work in progress below

Project Name	City	State	Work Value / Under Contract
Total worth of work in progress and under contract:			

4. Total worth of work from previous year or last 12 months: _____

5. On a separate sheet, list the major projects your organization has completed in the past five years including the project name, its location (city and state), contract value and a contact with phone number for reference.

6. State the average annual amount of construction work completed during the past five years below.

2021	2020	2019	2018	2017

7. Please list your proposed team (include resumes, highlighting experience)

- Project Manager: _____
- Project Superintendent: _____



REFERENCES

1. Please provide four (4) client and four (4) supplier references.

Client

Suppliers

Company: _____

Company: _____

Contact: _____

Contact: _____

Phone: _____

Phone: _____

Company: _____

Company: _____

Contact: _____

Contact: _____

Phone: _____

Phone: _____

Company: _____

Company: _____

Contact: _____

Contact: _____

Phone: _____

Phone: _____

Company: _____

Company: _____

Contact: _____

Contact: _____

Phone: _____

Phone: _____

2. Please provide Cunningham-Limp with a copy of your company resume (if available).

*****Please review attached sample subcontract for payment terms, insurance requirements, etc.***

<p>TO BE COMPLETED BY CUNNINGHAM-LIMP</p>	<div style="border: 1px solid black; padding: 5px; width: 80%; margin: 0 auto;"> <p>Received:</p> </div>
<p><u>INTERNAL APPROVAL</u></p>	
<p>Operations: _____</p>	<p>Date: _____</p>
<p>Finance: _____</p>	<p>Date: _____</p>
<div style="border: 2px solid black; padding: 10px;"> <p><u>ADMIN ENTERED INTO SYSTEM</u></p> </div>	
<p>Date: _____</p>	

Cunningham-Limp Development Company
General Contractor

28970 Cabot Dr., Ste. 100
Novi, MI 48377
Ph: (248) 489-2300
Fax: (248) 489-2310

SUBCONTRACT

To: _____ **Subcontract No.:** _____
Date: _____
Job: _____
Job Address: _____

(Subcontractor) _____ **Owner:** _____
Architect: _____

Project Description (Work):

Specific Exclusions:

Total Subcontract Amount: \$ _____

Other Subcontract Documents are listed on Exhibit A hereto.

Commencement Date for Work: See attached Schedule

Completion Date for Work: See attached Schedule

By:
Its:
(Subcontractor)

CUNNINGHAM-LIMP DEVELOPMENT COMPANY
By:
Its:
(Contractor)

Date: _____

Date: _____

The Contractor and Subcontractor agree as follows:

1. Prime Contract. Subcontractor acknowledges that **Cunningham-Limp Development Company** (Contractor) has agreed to perform certain work and furnish certain labor and materials to the project (the Project) described in this Subcontract (Subcontract) pursuant to a certain contract between Contractor and the Owner of the Project (the Prime Contract), a copy of which has been made available to Subcontractor. Subcontractor shall be bound by the terms of the Prime Contract and all documents incorporated therein, including, without limitation, the general, supplemental and special conditions, and Subcontractor assumes toward Contractor, with respect to the Work, all of the obligations and responsibilities that the Contractor has assumed toward the Owner under the Prime Contract.

2. Performance of the Work. Subcontractor shall furnish and perform the Work in a good and workmanlike manner and in strict accordance with this Subcontract, the Prime Contract, all applicable laws, codes, ordinances and regulations and other documents listed on Exhibit A (collectively, Subcontract Documents) as the same may be amended, modified and/or supplemented in accordance with the provisions of this Subcontract. If a conflict exists between or within the Plans and/or Specifications, Subcontractor shall comply with the provision that imposes the greater duty, quality and quantity. Subcontractor represents and agrees that prior to execution of this Subcontract it: (i) has carefully examined and understands the Subcontract Documents and has determined that the Subcontract Documents are adequate for purposes of performance of the Work by the Subcontractor; (ii) has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed; (iii) enters into this Subcontract on the basis of its own examination, investigation and evaluations of all such matters; (iv) does not rely upon any opinions or representations of Contractor or Owner or of any of their officers, agents, partners, members, shareholders or employees except as expressly set forth in the Subcontract Documents; and (v) is licensed to perform the Work (if so required by applicable law) and otherwise is qualified to perform the Work. Contractor makes no warranty or representation that the Plans or Specifications meet all governmental laws, codes, ordinances or regulations now existing or hereafter promulgated.

3. Terms of Payment.

3.1 Subcontractor acknowledges and agrees that the Subcontract Amount includes all work, materials, labor, services, equipment, supervision, taxes and tariffs, including those enacted after execution of this Subcontract, delivery and transportation costs, storage, insurance, temporary facilities and other general conditions costs, price escalation, permits and other items required to complete the Work in accordance with the Subcontract Documents. The Subcontract Amount shall not be increased except as provided in this Subcontract.

3.2 Subcontractor acknowledges and agrees that receipt of payment by Contractor, from the Owner, for the Subcontractor's Work is a condition precedent to payment by Contractor to Subcontractor for Subcontractor's Work. The Contractor shall have no obligation to pay the Subcontractor any amount unless and until the Contractor receives payment from Owner and the amount payable to the Subcontractor shall not exceed the amount received from the Owner for the Subcontractor's Work. Subcontractor hereby acknowledges that in entering into this Subcontract, the Subcontractor relies on the creditworthiness of the Owner, not Contractor, for payment for Subcontractor's Work.

3.3 Subcontractor's Applications for Payment shall be processed in accordance with the Prime Contract. Unless required otherwise by the Prime Contract, payments shall be made on a monthly basis in accordance with the days of the month designated by the Contractor for the Work cut-off date for Work to be included in the Application for Payment and submittal date for the Subcontractor's Application for Payment. Unless required otherwise by the Prime Contract, the following shall apply:

(a) Not less than ten (10) days prior to Subcontractor's first Application for Payment, Subcontractor shall provide to Contractor for approval a schedule of values allocating the entire Subcontract Amount among the various portions of the Work, which schedule of values shall be prepared in such a form and supported by such data to substantiate its accuracy as Contractor may require. The schedule of values approved by the Contractor (Schedule of Values) shall be used as a basis for reviewing each Application for Payment.

(b) Contractor shall pay Subcontractor within ten (10) business days following Contractor's receipt of all of the following:

(i) Payment from the Owner with respect that portion of the Work for which Subcontractor seeks payment under the Application for Payment.

(ii) Subcontractor's Application for Payment, including Work performed through Work cut-off date designated by the Contractor, submitted on AIA G702/G703 Application and Certificate for Payment forms or such other form as required by Contractor.

(iii) Properly completed and executed Sworn Statement, complying with the state construction lien statute, from Subcontractor and any sub-subcontractors designated by the Contractor. Such Sworn Statements shall include all information required by the statutory form, shall be current as of the date of the Application for Payment, and shall be signed by the Subcontractor.

(iv) Properly completed and executed waivers of lien, complying with the state construction lien statute, from Subcontractor and any sub-subcontractors, suppliers and laborers performing work or furnishing labor or material or services through or to Subcontractor. For progress payments, such waivers of lien shall include conditional partial waivers of lien rights covering all Work performed and labor and material and services furnished through the Work cut-off date for the current Application for Payment and unconditional partial waivers covering all Work performed and labor and material and services furnished through the Work cut-off date for the previous month's Application for Payment. For final payment, such waivers of lien shall be full unconditional waivers of lien rights covering all Work performed and labor and material and services furnished through or to Subcontractor for the Project.

(v) Additional documentation as may be required by the Contractor or Owner to substantiate the Subcontractor's entitlement to payment.

(c) Applications for Payment shall show the percentage complete of each portion of the Work as of the Work cut-off date for the Application for Payment. The percentage complete shall be the lesser of (i) the percentage of that portion of the Work which has actually been completed or (ii) the share of the Subcontract Amount allocated to that portion of the Work in the Schedule of Values.

(d) Applications for Payment shall not include unapproved change order work or unapproved extras and may be rejected if unapproved change order work or extras are included in the payment request.

(e) Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

(i) Take that portion of the Subcontract Amount properly allocable to completed Work determined on the basis of the percentage complete of each portion of the Work as described in Subpart (c) above, less retainage of ten percent (10%);

(ii) Add the amount approved by Contractor and Owner for payment for materials delivered to and stored at the site or an off-site location approved by Contractor and the Owner, less retainage of ten percent (10%);

(ii) Subtract the aggregate of previous payments made by Contractor;

(iii) Subtract amounts that are determined to have been improperly paid to Subcontractor pursuant to previous Applications for Payment as a result of errors subsequently discovered by Contractor; and

(iv) Subtract amounts withheld by the Contractor in accordance with subpart (g) below.

(f) Retainage and the unpaid balance of the Subcontract Amount shall be paid within ten (10) days

after the last of the following to occur:

(i) Final completion of the Work in accordance with the Subcontract Documents (including, without limitation, all punch list work).

(ii) Acceptance of the Work by Contractor, the Owner and the Project architect.

(iii) Submittal to Contractor of full unconditional waivers of lien, complying with the state construction lien statute, from all entities performing work or supplying labor and/or material and/or services in connection with the Work, indicating that such entities have been fully paid (including all fringe benefits).

(iv) Submittal to Contractor of all close-out documents, including but not limited to, as-built drawings of the Work and all operation manuals, proof of insurance to be maintained after completion of the Work, and written warranties and guaranties and other deliverable required by the Subcontract Documents.

(v) Submittal to the Contractor of a final Sworn Statement from Subcontractor and full conditional lien waiver from Subcontractor, complying with the state construction lien statute, from Subcontractor.

(g) Contractor shall be entitled to withhold payment otherwise due to Subcontractor as reasonably determined by Contractor to be necessary to protect Contractor from costs, delays, failure of the Subcontractor to comply with the Subcontract Documents, third party claims and other losses, damages, expenses, or problems for which Subcontractor is responsible under the Subcontract Documents.

3.4 No payments made under this Subcontract shall be construed as evidence of Subcontractor's proper or complete performance of the Work or satisfaction of Subcontractor's obligations hereunder, and no payment shall be construed to be an acceptance of defective or non-conforming Work.

3.5 Subcontractor agrees to promptly pay, or cause to be paid in full, the amounts due to all of Subcontractor's sub-subcontractors, consultants, suppliers and laborers performing Work or furnishing labor, materials and/or services to the Project through or to Subcontractor. Subcontractor agrees that all payments received by it shall be deemed to be, and constitute, a trust fund, and shall be first used and applied by Subcontractor in payment for all work, materials, labor, services and any and all other obligations incurred in connection with the Work, prior to their use and application by Subcontractor for its own or any other purpose.

3.6 Subcontractor hereby grants to Contractor the following rights: (i) to request names, phone numbers, copies of agreements and account status reports as to any of Subcontractor's own suppliers, sub-subcontractors, labor unions or workmen; (ii) to audit Subcontractor's records to verify the account status of any Subcontractor's own suppliers, sub-subcontractors, labor unions or workmen; and (iii) to make direct payment of amounts payable to any of Subcontractor's own suppliers, sub-subcontractors, labor unions, or workmen where Contractor determines that Subcontractor has failed to make required payments to such entities. Any such payments so made by Contractor shall be deemed a proper credit in like amount against amounts due from Contractor to Subcontractor. Payment by Contractor to any sub-subcontractor, laborer or supplier or benefit fund of Subcontractor shall not relieve Subcontractor of any obligations to Contractor under the Subcontract Documents. Contractor, in its sole discretion, may make payment by checks payable jointly to Subcontractor and any sub-subcontractor, laborer or supplier or benefit fund of Subcontractor.

3.7 In the event of a dispute regarding payment, Subcontractor shall not slow down or stop the Work, withhold deliverables, or terminate this Subcontract provided that all uncontested amounts properly due to Subcontractor under the Subcontract Documents have been paid in accordance with this Subcontract.

3.8 Within ten (10) days after notice from Contractor, Subcontractor shall remove (by discharge or statutory lien bond) all liens against the Project or the Owner's property filed by entities performing work or furnishing labor or materials or services through or to Subcontractor. Subcontractor shall indemnify and hold

Contractor and the Owner harmless from all costs and expenses (including attorneys' fees and court costs) incurred due to liens against the Project or the Owner's property filed by entities performing work or furnishing labor or materials or services through or to Subcontractor.

3.9 If Contractor has provided a Payment Bond for the Project, within ten (10) days after notice from Contractor, Subcontractor shall remove all claims against the Payment Bond asserted by entities performing work or furnishing labor or materials or services through or to Subcontractor. Subcontractor shall indemnify and hold Contractor harmless from all costs and expenses (including attorneys' fees) incurred due to claims against the Payment Bond.

4. Commencement and Completion.

4.1 Time is of the essence of Subcontractor's performance of the Work. Subcontractor shall perform the Work in accordance with the Project Schedule as adjusted in accordance with the Prime Contract. Subcontractor agrees to complete the Work by the Completion Date, and to perform the Work at greater or lesser speeds and at such times and in such quantities as are required for the best possible progress of the construction of the Project or as shall be specifically requested by Contractor. Subcontractor also shall so conduct the Work as to facilitate and so as not to interfere with or delay the work of Contractor any other subcontractor, contractor or supplier performing construction work or installation activities at the Project site. Subcontractor agrees that the Work shall be started by the Commencement Date set forth in the Subcontract and shall be completed by the Completion Date set forth in this Subcontract or as indicated in the Contractor's most recent Project Schedule. At the request of the Contractor, Subcontractor shall furnish additional information regarding the Subcontractor's Work activities and durations in connection with the Contractor's development and updating of the progress schedule for the entire Project (Project Schedule). Subcontractor shall sequence and complete the Work so as to insure that the Contractor is able to complete the entire Project by the Project completion date as required under the Prime Contract. Subcontractor recognizes that Contractor shall suffer financial loss if the Work is not completed within the time specified above and further agrees that Subcontractor shall be liable to Contractor for all loss incurred by the Contractor due to failure of the Subcontractor to complete the Work by the Completion Date, including, without limitation, any amounts payable by the Contractor to the Owner under the Prime Contract or under law or equity.

4.2 If Subcontractor's critical path Work is delayed, as substantiated by the Project Schedule, by causes that are unforeseeable and unavoidable and not due to the fault of Subcontractor (or its sub-subcontractors, suppliers or agents), Subcontractor shall notify Contractor of such delay in writing within two (2) working days after commencement of such delay. Provided that the Contractor is entitled to a corresponding extension to the Project Schedule under the Prime Contract, the time for the Subcontractor's Work under the Project Schedule and the Completion Date shall be extended by the number of days of such delay, provided, however, that no extension will be made if (i) Subcontractor fails to provide the written notice of the delay required above; (ii) the Work would have been otherwise delayed by a concurrent delay for which Subcontractor is responsible. Contractor shall not be liable to Subcontractor for any extra compensation or for any damages or additional costs that Subcontractor suffers or incurs from delays, interruptions and/or accelerations in performing the Work or furnishing materials, or other causes attributable to Contractor, or Owner, or other contractors, subcontractors or suppliers. Subcontractor's sole remedy for delay, accelerations and/or interruptions shall be an extension of the Project Schedule and the Completion Date under this Section 4.2.

5. Attendance at Meetings: Updated Work Schedule. A duly authorized representative of Subcontractor shall attend all periodic job meetings held on site at Contractor's field office or such other location as reasonably may be designated by Contractor, at which time Subcontractor shall present an updated Work Schedule subject to Contractor's approval and be prepared to discuss the details of the Work. In addition to Subcontractor's obligation to provide updated Work Schedules to Contractor at periodic job meetings, Subcontractor shall provide Contractor with updated Work Schedules at such other times as Contractor may request from time to time through the course of construction.

6. Supervision of Construction.

6.1 Subcontractor shall supervise the Work using its best skill and attention. Subcontractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, safety precautions and procedures, and for coordinating all portions of the Work and the requirements of the Plans and Specifications. Subcontractor shall be responsible to Contractor for the acts and omissions of its employees, sub-subcontractors, suppliers and their agents and employees, and other persons performing any of the Work through or to Subcontractor. The Subcontractor shall be solely responsible for the supervision of the performance of the Work, and the Contractor shall not be responsible for such supervision.

6.2 Subcontractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him or her. Contractor reserves the right to request certain personnel of the Subcontractor.

6.3 Subcontractor shall be liable for any fines/violations/remediation for causing or allowing employees to work in an unsafe environment as deemed by MIOSHA/OSHA requirements. Subcontractor shall take precautions as necessary for the safety of its workers and others affected by the Work.

7. Work of Others.

7.1 Subcontractor shall fully cooperate and coordinate with other contractors, subcontractors and suppliers performing construction work or installation work at the Project site during the performance of Subcontractor's Work.

7.2 Should Subcontractor, its sub-subcontractors or suppliers cause damage to the work of any other contractor, subcontractor and/or supplier on the Project, Subcontractor agrees to compensate such other contractor, subcontractor and/or supplier to the extent of its/their damage. If Subcontractor fails to pay such costs within ten (10) days after receipt of written notice from Contractor, Contractor may deduct the amount thereof from any sums due or to become due Subcontractor hereunder.

7.3 If, for proper execution or results, any part of Subcontractor's Work depends upon the work of a separate subcontractor, contractor or supplier, Subcontractor shall, prior to proceeding with Subcontractor's Work, inspect and promptly report to Contractor any discrepancies or defects in such other work that renders it unsuitable for such proper execution and results. Failure of Subcontractor to inspect and report shall constitute acceptance of such work as acceptable to receive Subcontractor's Work.

8. Cleanup and Removal. Subcontractor shall maintain the areas in which it performs the Work in a clean, neat and safe condition and shall comply promptly with instructions from Contractor with respect thereto, upon completion of each stage, or when requested by Contractor. Subcontractor shall remove from the areas in which it performs the Work, to the satisfaction of Contractor, all of Subcontractor's rubbish, debris, materials, tools and equipment; and if Subcontractor fails to do so promptly, Contractor may, after twenty-four (24) hours' notice to Subcontractor, remove the same to any place of storage or dumping ground, at Subcontractor's risk and expense and without responsibility for loss, damage or theft. All storage or removal costs incurred by Contractor shall be deductible from any payment or balance due Subcontractor hereunder.

9. Permits, Bonds and Taxes. Subcontractor, at its own expense and cost, shall apply for and obtain all necessary permits and inspections as required by law for the performance of the Work. Subcontractor is responsible for paying all required taxes, tariffs, bonds and licenses relating to the Work.

10. Warranty and Corrective Work.

10.1 **SUBCONTRACTOR WARRANTS TO CONTRACTOR AND THE OWNER THAT THE WORK SHALL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP AND SHALL BE IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AND OTHER SUBCONTRACT DOCUMENTS. ANY WORK THAT DOES NOT SATISFY THIS WARRANTY SHALL BE DEEMED TO BE DEFECTIVE (DEFECTIVE WORK).**

10.2 Neither final payment nor any progress payments shall relieve Subcontractor of responsibility for Defective Work.

10.3 For a period of one (1) year after final completion of the Project, or the period for corrective work required by the Prime Contract, whichever is longer, Subcontractor shall correct, at Subcontractor's cost, Defective Work upon written notice (which may be by email or facsimile transmission) from Contractor. Subcontractor agrees to commence corrective work within five (5) business days after such written notice from Contractor, unless such notice requires a shorter response time due to the nature of the Defective Work. Subcontractor shall perform and complete any such corrective work by the completion date set forth in the notice from Contractor. If Subcontractor fails to perform and complete the required corrective action by the corrective work completion date set forth in the notice from Contractor, Contractor shall have the right to cause the corrective work to be performed by others and Subcontractor shall be responsible to pay Contractor for all costs incurred by Contractor for such work, plus ten (10%) percent for Contractor's overhead and profit. Contractor shall be entitled to deduct such costs from any payments due or to become due to Subcontractor, which remedy shall be in addition to and not a limitation of all rights and remedies of Contractor under this Subcontract or under law or in equity.

11. Risk of Loss, Insurance and Indemnification.

11.1 Subcontractor assumes the entire risk of any and all personal injuries and/or property damage arising out of or in any way connected with its Work. Subcontractor shall be responsible for any loss, damage, or theft of its materials, Work performed, and equipment pending completion of the Work. In the event such loss, damage, or theft should occur; Subcontractor shall not be relieved of its contractual responsibility to perform all Work prior to the Completion Date and in accordance with the Schedule.

11.2 Subcontractor shall, at its own expense, maintain at least the minimum insurance coverages listed in Exhibit B hereto or such greater coverages or limits as required by the Prime Contract.

11.3 To the fullest extent permitted by law, Subcontractor shall indemnify, hold harmless and defend Contractor and the Owner, their respective officers, members, directors, employees, sureties, agents and representatives (each an Indemnitee) from and against any and all costs, damages, expenses, claims and suits of whatever kind or nature (including attorney fees and court costs) arising out of or in any way connected with the Work, or the presence of the Subcontractor and/or its subcontractors, suppliers or their employees at the Project site, or the acts or omissions of the Subcontractor and/or its subcontractors, suppliers or their employees, excluding with respect to each Indemnitee only those costs, damages, expenses, claims and suits caused by the sole negligence of such Indemnitee. The provisions of this Section 11.3 shall survive termination of this Subcontract.

12. Alterations/Change Orders/Claims.

12.1 No additions, deductions, changes or alterations shall be made to the Work and no claim for changed or extra work or materials or services (in any event, Additional Work) shall be recognized except on written order signed by the Contractor's Project Manager or an officer of Contractor. No other employee of the Contractor will be authorized to alter or issue change orders to this Subcontract. The amount to be paid by, or credited to, Contractor as a result of any such additions, deductions, changes or alterations shall be stated in the written order.

12.2 All claims by Subcontractor for loss or damage against Contractor, however arising, shall be made to Contractor within five (5) days from the date Subcontractor first sustains any such loss or damage. All claims by Subcontractor for an extension of the Project Schedule or the Completion Date, however arising, shall be made to Contractor in accordance with the provisions of Section 4.2 hereof. If Subcontractor fails to make such claim within that time by a written statement setting forth all items of loss, damage and/or delay, as applicable, the amount and details thereof, or if Subcontractor fails to render each day thereafter a written itemized statement of the details and amounts of any continuing claim for each loss, damage or delay duly verified by Subcontractor, its rights to damages and reimbursement therefore and any rights to any extension

of the Completion Date shall be deemed to have been waived and forfeited and Subcontractor shall not be entitled to any payment, or any extension of the Completion Date, on account of any such claimed loss, damage or delay, notwithstanding anything to the contrary herein. Subcontractor shall only be entitled to payment for any such claims upon Contractor's actual receipt of payment of such amount from the Owner for Subcontractor's claim(s), and Subcontractor shall only be entitled to an extension of the Project Schedule or Completion Date for such claims upon Contractor's actual receipt of a corresponding time extension from the Owner.

13. Subcontractor's Default

13.1 If Subcontractor (i) fails to perform the Work or any part thereof with promptness and diligence or otherwise fails to perform in accordance with the Subcontract Documents; (ii) delays the progress of the Project; (iii) fails to sufficiently supply properly skilled workmen or materials of proper quality; (iv) fails to pay its sub-subcontractors, suppliers or laborers the amounts properly due said persons or entities; (v) fails to pay workers' compensation or other employee benefits; (vi) fails to comply with the safety provisions of the Subcontract Documents, its own safety plan or any safety plan of Contractor, or with any safety order, regulation or requirement of any governing authority having jurisdiction over this Project; (vii) shall file a voluntary petition in bankruptcy or be adjudicated insolvent, obtain an order for relief under Section 301 of the Bankruptcy Code, file any petition or fail to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief or debtors, or seek or consent to or acquiesce in the appointment of any trustees, receiver or liquidator of any of its assets or property, make an assignment for the benefit of creditors; or make an admission in writing of its inability to pay its debts as they become due; (viii) defaults on any other contract with Contractor, or (ix) fails in any other respect to comply with the Subcontract Documents, then, in addition to any other remedies available at law or in equity and/or under this Subcontract:

(a) Contractor may require that Subcontractor utilize, at Subcontractor's own expense, additional labor, overtime labor (including Saturday and Sunday work) additional shifts, and other acceleration of Work, as necessary to overcome the consequences of any delay attributable to Subcontractor's default; and/or

(b) After forty-eight (48) hours' written (or oral, confirmed in writing) notice to Subcontractor, or shorter notice if the Contractor determines a shorter notice period to be warranted under the circumstances, Contractor may remedy Subcontractor's default by whatever means Contractor may deem necessary or appropriate, including, without limitation, providing such labor and materials and services as may be necessary to correct Defective Work or to properly complete the Work or a portion of the Work, whereupon Contractor may deduct the cost and expense thereof, plus a ten percent (10%) mark-up for overhead and profit, from any money then due or thereafter to become due Subcontractor under the applicable Subcontract; and/or

(c) After giving Subcontractor forty-eight (48) hours' written (or oral, confirmed in writing) notice or shorter notice if the Contractor determines a shorter notice period to be warranted under the circumstances (including, by way of example and not limitation, direction of the Owner to terminate the Subcontractor or bar access of the Subcontractor to the Project site), terminate the applicable Subcontract, without thereby waiving or releasing any rights or remedies against Subcontractor or its sureties:

(i) Contractor may bar Subcontractor from the job site and to take possession for the purpose of completing the Work included under the Subcontract Documents, all materials, tools, scaffolding, apparatus, machinery and equipment thereon, and to employ or contract with any other person or persons to finish the Work.

(ii) Subcontractor shall not be entitled to receive any further payment under this Subcontract until the Work shall be wholly finished, at which time if the unpaid balance of the Subcontract Amount shall exceed the expense incurred by Contractor in finishing the Work, then Subcontractor shall be paid in accordance with this Subcontract for all unpaid Work properly performed by Subcontractor as of the date of termination of the Subcontract, after deducting any loss, damage or expense, by reason of Subcontractor's failure to adequately perform, including damages for delays, and expense for

attorney's fees, shall be paid to Subcontractor by Contractor. In case the costs, expenses, losses and damage of such work exceeds the unpaid balance of the Subcontract Amount, Subcontractor shall immediately pay the amount of such excess to Contractor, and Contractor shall have the right to deduct such excess amount from any amount payable by Contractor to Subcontractor.

(iii) In the event that Contractor is later determined to have improperly terminated this Subcontract under this Section 13.1(c), such termination shall be deemed to have occurred under Section 14.2 hereof.

13.2 If, as a matter of law, the Contractor does not have the right, due to a bankruptcy proceeding involving the Subcontractor, to exercise the remedies provided for in this Subcontract, then if Subcontractor, as debtor or its trustee, wishes to assume the applicable Subcontract, in addition to curing or adequately assuring the cure of all the Subcontractor's defaults existing under this Subcontract on the date of filing of the proceedings and thereafter, Subcontractor, as debtor, or its trustee, must also furnish adequate assurances of future performance under this Subcontract.

13.3 Contractor shall be entitled to recover from Subcontractor all costs incurred by Contractor due to Subcontractor's default under this Section 13, plus a ten percent (10%) markup for overhead and profit, and further recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by Contractor as a result of said default(s).

13.4 If the Prime Contract is terminated due to the default of Subcontractor under this Subcontract, this Subcontract shall be terminated and Contractor shall be entitled to recover from Subcontractor all costs incurred by Contractor due to Subcontractor's default, including all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by Contractor as a result of said default(s) and/or incurred by Contractor as a result of the termination of the Prime Contract, plus a ten percent (10%) markup for overhead and profit, in addition to the other remedies of Contractor for the default of Subcontractor.

14. Contractor's Right to Terminate Contract

14.1 Anything to the contrary herein notwithstanding, Contractor, in its sole discretion, may terminate this Subcontract at any time, without cause and for the convenience of Contractor, by giving at least forty-eight (48) hours' prior written notice of such termination to Subcontractor. Upon any termination of a Subcontract, and subject to all of the terms and provisions herein contained, Subcontractor shall be paid in accordance with this Subcontract for all unpaid Work properly performed by Subcontractor as of the date of termination of the Subcontract. No profits shall be allowed on the uncompleted portion of the Work. Contractor shall only be liable for labor and materials and services properly furnished up to the date of termination and materials ordered for Project, but only to the extent Subcontractor is liable for the cost thereof and has no ability to return uninstalled material.

14.2 In the event of the termination of the Prime Contract between Contractor and the Owner of the Project, this Subcontract shall also be terminated. In such event, the Subcontractor shall be entitled to receive the amount received by the Contractor from the Owner for Work properly performed by Subcontractor as of the date of termination.

14.3 If the Prime Contract provides that the Owner has the right to approve or disapprove the employment of Subcontractor, and if the Owner does not approve Subcontractor, this Subcontract shall become null and void, and no amount shall be payable to Subcontractor.

15. Miscellaneous

15.1 Waiver and Remedies. The waiver by Contractor of any default or of any breach of the terms of this Subcontract shall not be deemed a waiver of any subsequent breach.

15.2 Assignment. Subcontractor shall not assign all or any part of this Subcontract, nor any Work, nor

any payments due or to become due hereunder, without first obtaining Contractor's written consent. In the event that Owner requests assignment of this Subcontract, Subcontractor consents to such assignment.

15.3 Entire Agreement; Amendments; Governing Law. Contractor and Subcontractor acknowledge that this Subcontract constitutes the whole agreement between them concerning the subject matter hereof. **This Subcontract may not be modified or amended unless the modification or amendment is made in writing and executed by duly authorized representatives of the Subcontractor and either (i) the representative who executed this Subcontract on behalf of Contractor or (ii) an Officer of Contractor.** This Subcontract shall be governed by and construed in accordance with the laws of the State of Michigan.

15.4 Fees of Collection. If Contractor shall incur any cost or expense, including attorney fees and court costs, in preparing or prosecuting any claim against the Owner for payment of, or in securing payment of, the Subcontract Amount for Work done by Subcontractor, Contractor shall be entitled to deduct Subcontractor's pro rata share of such costs and expenses from the amount received from Owner for payment due to Subcontractor.

15.5 Mediation/Arbitration. At Contractor's sole discretion, any dispute between Contractor and Subcontractor in any way relating to the Work or this Subcontract, may be submitted to mediation and/or arbitration pursuant to the Construction Industry Rules of the American Arbitration Association then in effect. Such Mediation/Arbitration shall take place at the American Arbitration Association's Southfield, Michigan, office. Any decision of any Arbitrator rendered pursuant to an arbitration initiated or consented to by the Contractor may be enforced by a court of competent jurisdiction.

15.6 Surety Bonds. The Contractor shall have the right to require the Subcontractor to furnish payment and/or performance bonds covering the Work in such form and amounts as the Contractor requires and with sureties that are reasonably acceptable to the Contractor. If bonds are required in connection with Subcontractor's initial performance of the Work, all surety bond premiums shall be the obligation of the Subcontractor. If bonds are required by Contractor subsequent to execution of the Subcontract and the Subcontractor beginning its Work, the actual costs of such premiums shall be reimbursed to Subcontractor by Contractor.

15.7 Confidentiality. All information regarding the Project; this Subcontract; the Owner and the Owner's business plans, financing and schedules; and Contractor and Contractor's business plans and schedules is confidential information (collectively, Confidential Information). The Subcontractor shall not disclose, and shall require its sub-subcontractors, laborers and agents to not disclose, any Confidential Information, except to the extent required for the proper performance of the Work as may be required by applicable law.

EXHIBIT A CONTRACT
DOCUMENTS

SAMPLE

EXHIBIT B INSURANCE

REQUIREMENTS

1. **Required Coverages:** The Subcontractor shall provide for and maintain through an insurance company licensed in the State of Michigan with a Best's Rating of A-, viii or better and acceptable to the Contractor, commercial general liability, employer's liability and worker's compensation, comprehensive automobile insurance and umbrella/excess for the Subcontractor and its employees with limits in at least the amounts, and including other coverages, as set forth below.

Worker's Compensation Insurance: Covering Subcontractor's statutory obligation in the state(s) which the Work is to be performed

Employer's Liability Insurance with limits of \$500,000.00 Each Accident, \$500,000.00 Disease – Policy Limit and Disease – Each Employee \$500,000.00.

Automotive Liability Insurance: combined single limit for Bodily Injury and Property Damage Liability of \$1,000,000.00 per accident covering Subcontractor's owned, non-owned, and hired automobiles.

Commercial General Liability Insurance written on an Occurrence Policy Form which includes coverage for Subcontractor's operations, personal injury, XCU (explosion, collapse and underground), Independent contractors, contractual and products/completed operations with the following limits of liability, Per Job Site Aggregate:

General Aggregate	\$2,000,000.00
Products/Comp.	2,000,000.00
Personal and Adv. Injury	1,000,000.00
Each Occurrence	1,000,000.00

Products/Completed Operations Liability must be maintained for not less than three (3) years after completion and acceptance of Subcontractor's Work.

Excess or Umbrella Liability Insurance follow form coverage with occurrence/aggregate limit of \$5,000,000.00 occurrence/aggregate excess/umbrella.

Professional Liability Insurance with limits of \$2,000,000.00 per claim and aggregate if the Subcontractor's Work includes professional design and engineering or architectural services.

Pollution Liability Insurance: Subcontractor shall maintain its standard Pollution Liability Insurance if the Subcontractor's Work includes removal or abatement of hazardous materials or substances.

2. **Additional Insureds:** Cunningham-Limp Development Company, and the Owner shall be named as additional insureds on the General Liability, Automotive Liability and Umbrella Liability policies required above. Subcontractor agrees that the additional insured endorsements shall cover completed operations. The General Liability coverage for the additional insureds shall be "work performed" and "shall be primary with other insurance maintained by the additional insured being excess and noncontributing to the Subcontractor's insurance." Language to this effect shall be provided on the Certificate of Insurance. Any deviation in coverage provided by the Standard 1986 ISO Simplified General Liability Policy must be clearly noted and shall be subject to written acceptance of the Contractor.

3. **Policies:** General Liability Insurance and Auto Liability Insurance limits may be satisfied by individual policies or by a combination of individual, umbrella, and/or excess liability policies.

4. **No Residential Exclusion:** If the Project involves residential construction, there shall be no residential exclusion in any policy that is provided to satisfy the requirements of this Exhibit B.

5. **Liability Insurance Waiver of Subrogation:** Subcontractor shall waive, and require its insurers providing coverages required by this Exhibit B, including without limitation, Worker's Compensation, to waive, subrogation rights against the Contractor, Project Owner and all other Additional Insured for losses and damages incurred and/or paid under the insurance policies required by this Exhibit B or other insurance applicable to the Subcontractor or its sub-subcontractors, suppliers, of any tier, and will include this same requirement in its sub-subcontracts and other agreements with such parties. If the policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies shall cause them to be so endorsed.

6. **Certificate of Insurance:** Prior to commencement of Work under the Subcontract, the Subcontractor shall furnish to Contractor Certificates of Insurance evidencing that the coverages and requirements of this Exhibit B have been obtained by the Subcontractor and are in effect. The Subcontractor shall not perform Work on the site until an insurance certificate evidencing coverages, limits, and other requirements outlined in this Exhibit B has been provided to the Contractor. The Certificate of Insurance to be provided by Subcontractor to Contractor shall be an Accord Certificate Form 25-S, or a comparable form, which is satisfactory to Contractor.

7. **Notice of Cancellation:** The Contractor's policies shall provide for a 30-Day notice of cancellation from the insurer to Contractor. The words "endeavor to" and "but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents or representative" shall be stricken or removed from the notice of cancellation.

8. **Property Insurance Waiver of Subrogation:** Contractor and Subcontractor waive all rights they may have against each other, the Owner, the Architect/Engineer and other consultants, and other subcontractors for damages covered by builder's risk or other property insurance, except rights they may have to the proceeds of such insurance. Subcontractor shall require its vendors, suppliers, and sub-subcontractors, by written agreement, to waive all rights they may have against the Owner, Contractor, Subcontractor, Architect/Engineer and each other for damages covered by builder's risk or other property insurance except the rights to proceeds of such insurance.