

CONTRACTORS PROJECT RULES AND REGULATIONS

EXHIBIT C
Page 1 of 1

In order to set up and complete a good project, certain rules and regulations must be established. For our mutual benefit, all Subcontractors and their employees are expected to become familiar with these rules and regulations of this project.

PARKING FACILITIES AND ACCESS TO OWNER'S FACILITIES

Cars will be parked in the area specified (if available) for construction personnel. Employees will enter the project at all times through the designated gate only, and proceed to the project site by the directed route with no deviations or short cuts. Unless authorized by Project Manager, Owner's facilities are off limits to all construction personnel.

CONDUCT ON THE PROJECT

Good conduct on the project is essential to the common good of all Subcontractors and their employees and the daily progress of the project. Therefore, conduct, including but not limited to the following violations, will subject Subcontractor's employees to appropriate disciplinary action, including termination of individual from project:

Theft of company or employee's property.

Smoking in restricted areas.

Possession, use or being under influence of illegally controlled substances (drugs) or intoxicants (liquor) on company or project property.

Damaging or mutilating company materials, tools or equipment. Engaging in horseplay.

Gambling.

Fighting on premises.

Failure to use or wear safety equipment (i.e., hard hats and safety glasses). Failure to observe safety, sanitary and medical rules and practices.

Possession and/or display of firearms.

Possession or use of radios and other personal entertainment devices, such as tape players, i-Pods, MP3 players or TV's, etc.

HOUSEKEEPING

Good housekeeping is essential to the safe and efficient construction of the project and is the responsibility of each employee. Stairways, walkways and change rooms shall be kept clean of obstructions, scrap pipe and lumber, welding rods, rags and other debris at all times. No burnable materials will be stored adjacent to open flames or welding operations unless proper fire prevention precautions are established.

SAFETY RULES

The safety rules established by The LaSalle Group, Inc. are an integral part of these rules and regulations and will be observed and followed by all employees. All Subcontractor's personnel shall be required to wear hard hats and safety glasses while on project regardless of reason for being on site. Subcontractor has included in his bid all costs to abide by The LaSalle Group, Inc., OSHA, MIOSHA & the Owner Safety Policies.

It is the opinion of The LaSalle Group, Inc. that the observance of these rules and regulations be all inclusive and there may be additions, deletions and revisions at appropriate times.

CERTIFICATION OF NONSEGREGATED FACILITIES

EXHIBIT D

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(Applicable to contracts, subcontract, and agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. As used in this certification, the term "segregated facilities" means any eating rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors or specific time period) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certification in his files; and that he will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirements for Certifications of Nonsegregated Facilities.

Notification of Nonsegregated Facilities, as required by the May 9, 1967, order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967), must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontractor or for all

subcontracts during a period (i.e. quarterly, semiannually, or annually).

Firm Company Name
X Subcontractor Name
Signature of Authorized Representative
X
Name of Authorized Representative (Print or Type)
X
Title of Authorized Representative
X

Date of Execution **X**

LaSALLE GROUP, INC.

EXHIBITE

INSURANCE REQUIREMENTS

SUBCONTRACTOR shall secure and pay for insurance coverage as enumerated below, with insurer(s) having a minimum rating of A-, VII on the A.M. Best listing. All coverages shall be written on an occurrence based form. An original certificate of insurance, in a form acceptable to **LaSalle Group, Inc.**, shall be delivered to **LaSalle Group, Inc.** within ten (10) days from the full execution hereof or prior to commencement of any Subcontract Work hereunder by the Subcontractor, whichever occurs first. The certificate of insurance shall evidence insurance coverage at least in the minimum limits as follows, or as may be further increased/amended in connection with the requirements of the Contract Documents.

Subcontractor's Commercial General Liability, Comprehensive Automobile Liability, and Umbrella/Excess Liability policies shall be endorsed to add **LaSalle Group, Inc.**, the Owner, and any additional parties as required by the Prime Contract Document, as additional insureds with respect to the performance of the Subcontractor's operations under this Subcontract Agreement and the Contract Documents. Such insurance afforded to **LaSalle Group, Inc.** and Owner as additional insureds under Subcontractor's insurance policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by **LaSalle Group, Inc.** or Owner.

Subcontractor hereby waives subrogation of claims against **LaSalle Group, Inc.** and the Owner, and their agents, employees and servants. The certificate of insurance must contain the provision that: "The coverage afforded shall not be cancelled or materially changed until after at least thirty (30) days written notice, by certified mail, returned receipt requested, has been given to **LaSalle Group, Inc.**".

LaSalle Group, Inc. and/or Owner neither represent nor assume responsibility for the adequacy of the insurance required herein to protect the interest of Subcontractor. It shall be the obligation of the Subcontractor to purchase and maintain any supplementary insurance that it deems necessary to protect its interest.

- ***Please Note: The COI shall include all deductibles for all lines of Coverage. Subcontractor shall provide a "per project / per location" endorsement.**

I. General Aggregate \$2,000,000

- Products Completed/Operations Aggregate \$2,000,000
- Personal & Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- Fire Damage \$50,000
- Medical Expense (Any one person) \$5,000

*Subcontractor shall endorse its Commercial General Liability (including Products/Completed Operations coverage and utilizing ISO endorsement CG2010 1001 and CG2037 1001 or equivalent) policies to add as additional insureds **LaSalle Group, Inc.**, Owner and such parties as **LaSalle Group, Inc.** is required under Contract

Documents to name.

- Automobile Liability (Including Hired & Non-Owned Auto Liability)
 - Combined Single Limit \$1,000,000
- Excess Liability-Umbrella
 - Each Occurrence \$3,000,000 2. Aggregate \$3,000,000
- Workers Compensation & Employers Liability
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease- Each Employee \$1,000,000

*****If the Subcontractor fails to procure and maintain such insurance, in addition to the option of declaring Subcontractor in default for breach of a material provision of the Subcontract, Contractor shall have the right, but not the duty, to procure and maintain the same insurance, or other insurance that provides

Contractor with equivalent protection, and Subcontractor shall furnish all necessary information to make effective and maintain such insurance. At the option of Contractor, the cost of said insurance purchased by Contractor shall be charged against and deducted from any monies then due or to become due to Subcontractor or Contractor shall notify Subcontractor of the cost thereof and Subcontractor shall promptly pay such cost.*****

The issuance or maintenance of insurance of any type by Subcontractor will not be deemed or construed to release, limit, waive, or discharge Subcontractor from any and all obligations and risks imposed by the Subcontract upon Subcontractor. Neither shall any forbearance nor omission by **LaSalle Group, Inc.** to require proof of insurance from Subcontractor before permitting Subcontractor to proceed or continue with the work to be performed hereunder be deemed a waiver of **LaSalle Group, Inc.**'s rights or Subcontractor's Obligations regarding the provision of insurance under this Subcontract.

Waiver of Subrogation: Subcontractor shall waive and require its insurers providing coverage by these requirements to waive subrogation rights against **LaSalle Group, Inc.**, Owner, and all other Additional Insureds for losses and damages incurred and/or paid under the insurance policies required or other insurance applicable to Subcontractor or its sub-subcontractors, suppliers, etc., and will include this same requirement in contracts with these parties. If the policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where this is a Waiver of Subrogation, the owners of such policies will cause them to be so endorsed.

LaSalle Group, Inc. Subcontractor Hold Harmless and Indemnification Agreement

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless **LaSalle Group, Inc.**, the Owner, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Agreement. The provisions of this section shall survive termination of this Subcontract.

LaSALLE GROUP, INC.

5 EASY STEPS TO PAYMENT

EXHIBIT F
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NO INVOICE WILL BE PROCESSED unless the following documentation is received and correct per the terms of this agreement:

INITIAL:

- **SIGNED SUB CONTRACT:** Subcontracts must be reviewed and each page signed as required within 10 working days and returned to the contract administrator for approval.
- **ALL ITEMS COMPLETED ON THE SUBCONTRACTOR CHECKLIST** (page EXHIBIT b).

MONTHLY:

- **INVOICE:** AIA format is preferred and will be required on most projects. The invoice must reflect only items and amounts approved for invoicing by the LaSalle Group, Inc.'s Project Manager.
- **SWORN STATEMENTS:** Sworn Statements must accompany all AIA invoices. Waivers of liens are not required on the first draw. All subsequent draws must include the waiver of lien from the previous draw for all sub-subcontractors and material suppliers listed on the sworn statement. The waivers of liens provided by LaSalle for sub-subcontractors and material suppliers listed on the sworn statement must be used. No other waiver of lien forms will be accepted.
- **CHANGE ORDERS:** Will not be processed without a written change order by LaSalle's Project Manager. Invoices received including unapproved change orders will be returned.

**NO INDIVIDUAL MONTHLY PAYMENTS WILL BE
PROCESSED WITHOUT THE ABOVE FIVE ITEMS.**

**FOLLOW UP CALLS WILL NOT BE MADE
TO OBTAIN THESE REQUIRED
DOCUMENTS.**

Please review and follow these steps to ensure prompt payment.
Call LaSalle Accounting (734) 394-0650 w/questions.

EXHIBIT F
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FULL, FINAL WAIVER AND RELEASE OF LIEN SUPPLIER

Project: Text
Location: _____ General Contractor: **LaSalle Group, Inc.**
Subcontractor/Supplier: ___

I/We have a Contract/Purchase Order with: _____ Subcontractor Name
To provide

This contract / purchase order / supplies is in connection with the improvement to the real property described in the copy of the Notice of Commencement furnished by the party with whom I/ We have a contract / purchase order (or otherwise obtained under the Construction Lien Law). The owner or lessee caused the Notice of Commencement to be recorded in Liber_ on pages_____ through_____ County records.

In Consideration of \$_____ which represents **full and final** payment to Lienor and is the accumulated amount paid to the undersigned (all receipts acknowledged), I/ We waive, release, and surrender any and all construction liens, claims, or right to lien, against the described property.

Party waiving lien, also acknowledging herein that its contract with above has been fully paid and satisfied, hereby releases the above General Contractor from any and all claims or causes of action relating to its work on this project. This Release is full, final, and unconditional and waives any and all claims Contractor/Supplier or its successors or assignees have or may have against the General Contractor.

NAME: _____ ADDRESS: _____

Print or Type Name of Authorized Party (Supplier)		Date
Signature of Authorized Party (Supplier)		Title/Capacity
State of Michigan	County of	

Notary: _____ Commission expires: Notarized

this day of:

PARTIAL UNCONDITIONAL WAIVER OF LIEN SUPPLIER

Project: Text

Location: _____ General Contractor: **LaSalle Group, Inc.**

Subcontractor:-----

~~I~~We have a Contract with: Subcontractor Name

To provide

This contract / purchase order / supplies is in connection with the improvement to the real property described in the copy of the Notice of Commencement furnished by the party with whom I/ We have a contract/ purchase order (or otherwise obtained under the Construction Lien Law). The owner or lessee caused the Notice of Commencement to be recorded in Liber on pages _____ through _____ County records.

In Consideration of \$_____ representing the **accumulated** amount paid to the undersigned (receipt is acknowledged), I/ We waive, release, and surrender any and all liens, claims, or right to lien to the date of this waiver for material, labor, and/ or services furnished.

Party waiving lien, also acknowledging herein that it, hereby releases the above General Contractor from any and all claims or causes of action relating to its work that has been paid to date on this Project.

Current Outstanding Balance Owed to
Undersigned on above Project: \$ _____

NAME: _____ ADDRESS:

Print or Type Name of Authorized Party (Supplier) Date

Signature of Authorized Party (Supplier) Title/Capacity

****Do not sign this waiver without current outstanding balance completed.**
Authorized Party attests to the validity of outstanding balance owed.

NATIONAL MAINTENANCE AGREEMENTS

The Application Procedure for Contractors and/or Subcontractors to obtain National Maintenance Agreements for work on this Project is included herein as a convenience to the Contractor and Subcontractors. This procedure may vary, however, and it is the responsibility of each Contractor and Subcontractor to conform and follow the actual procedure that may be required.

- For those Contractors/Subcontractors that have existing National Maintenance Agreements, the following procedure is used when the Contractor/Subcontractor wishes permission to extend those agreements to this Project location.

Step 1: The Contractor/Subcontractor contacts the applicable International Union offices and requests permission to extend the applicable trade agreement to this Project location.

Step 2: The International Union office sends a letter to the Contractor/Subcontractor granting permission to extend the National Maintenance Agreement to the requested Project location. The International Union may or may not send a copy of its permission letter to the National Maintenance Agreements Policy Committee Inc. office in Washington, D.C.

Step 3: In the event a local union requires its permission to extend or renew an agreement or there has been a change of signatories at the international level, then the Contractors/Subcontractors shall obtain permission of the affected international union and concurrence of the local union to utilize applicable National Maintenance Agreements.

- For those Contractors who have never before applied for a National Maintenance Agreement, the procedure for obtaining the agreement is as follows:

Step 1: The Contractor/Subcontractor contacts the National Maintenance Agreements Policy Committee Inc. office (Mr. Noel Borek - Impartial Secretary) in Washington, D.C. who informs the Committee that the Contractor wants to use National Maintenance Agreements on this Project. The Contractor identifies the trade the Contractor will use.

Step 2: The National Maintenance Agreements Policy Committee Inc. office sends back a letter along with the requested National Maintenance Trade Agreements.

Step 3: The Contractor signs the agreements, completes the letter and sends the agreements with the letter back to the National Maintenance Agreements Policy Committee Inc. office.

Step 4: The National Maintenance Agreements Policy Committee Inc. office forwards the agreements to the respective International Union offices. Each International Union signs the agreement and forwards an executed copy to the Contractor/Subcontractor and also sends a copy to the National Maintenance Agreements Policy Committee Inc. office.

EXHIBITG

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NATIONAL MAINTENANCE AGREEMENTS EXTENSION REQUEST FORM

To All Contractors:

Please mail in a copy of this form each time you request an extension of your National Maintenance Agreement, or adhere to the outline of the information required when sending in a telegram or telex. Your cooperation will be greatly appreciated and will expedite the processing of your request.

SEND TO: (applicable International Union) _____ PLANT/ STATION: _____
JOB LOCATION (City/ County/ State)

STARTING DATE: _____ APPROXIMATE DURATION: _____ ON THIS SITE, WILL YOU BE PRIME CONTRACTOR? ___ or
SUBCONTRACTOR? _____

If subcontractor, please provide name of Prime Contractor: _____

CRAFTS & APPROXIMATE NUMBER OF CRAFTSMEN REQUIRED:

Asbestos Workers
Boilermakers
Bricklayers
Carpenters
Electrical Workers

Iron Workers _____
Laborers _____ Operating Engineers _____ Operative Plasterers _____ Painters _____

Roofers _____
Sheet Metal wkrs _____
Teamsters _____
Pipefitters _____
Plumbers _____

BRIEF DESCRIPTION OF MAINTENANCE WORK TO BE PERFORMED:

LOCAL UNION NO. (if Known): _____ WAGE/ FRINGE MODIFICATION (if any): _____

CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER: (Please include your address and telephone number on every request when not using a company letterhead):

Company: _____ Address: _____

Telephone: _____

Authorized Signature _____ Date _____

Printed Name and Title _____

*cc: NMAPC, 1501 Lee Highway, Suite 202, Arlington, Virginia
22209*

LaSALLE GROUP, INC. GENERAL TERMS CONDITIONS

Exhibit H

- **INSURANCE**

Before commencing its Work required under the Subcontract, the Subcontractor shall procure and maintain, at its own expense, such insurance as will protect against suits and claims for Bodily Injury or death, as well as for damage to property, that may arise in any manner out of the Subcontractor's operations and completed operations, or by any sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts anyone of them may be liable. Unless the Contractor allows different coverages, the minimum coverages and limits of liability listed on **Exhibit E, LaSalle Group Inc Insurance Requirements**

Additional insureds will be listed as **item 1 on Exhibit 8, "Subcontractor Checklist"**

- **INDEMNITY**

The Subcontractor agrees to assume entire responsibility and liability for all damages or injury to all persons, and to all property, arising out of or in any manner connected with the execution of the Work under this subcontract and to the fullest extent permitted by law, the Subcontractor shall defend and indemnify the Contractor from all such claims, including without limitation claims for which the Contractor may be or may be claimed to be liable by reason of its own independent negligence. The Subcontractor's obligation under this paragraph expressly excludes only total liability created by the sole and exclusive gross negligence of the Contractor.

- **PAYMENT**

- Payment will be made to the Subcontractor promptly after the Owner pays Contractor for the Work and Contractor shall have no obligation to pay Subcontractor for the Subcontract work unless and until Owner pays Contractor for the same. Receipt of funds by payment from Owner for specific payment to the Subcontractor shall be a condition precedent to Contractor's obligation to pay Subcontractor. A minimum of 10% retainage shall be retained until the Project is completed and accepted. Retainage above 10% will be in the same amount as the Owner retains from Contractor. No partial payment to the Subcontractor shall operate as approval or acceptance of any Work done or materials furnished under the Subcontract; in addition, the Subcontractor agrees to reimburse the Contractor in the event that there is an overpayment on the basis of the Work performed or materials furnished under this Agreement. Payments will not be made without invoices, waivers and sworn statements. The Subcontractor agrees to accept, as complete and final, the amounts and quantities as determined by the Owner with respect to the Work. Contractor shall incorporate Subcontractor's final payment application into Contractor's application to Owner. Conditioned upon precedent payment by Owner, Contractor will pay to Subcontractor the final payment for the Subcontract work within the (10) days after receipt thereof from Owner. Acceptance of final payment shall constitute a release by Subcontractor in favor of Contractor, its Surety (if any), and Owner of all claims arising out of this Subcontract including but not limited to claims for extra work, claims for changed conditions, claims for inefficiencies, delay and/or acceleration, or the claimed breach thereof. No payment to Subcontractor shall operate as acceptance of defective workmanship or materials. Subcontractor's indemnity, warranty and other continuing Subcontract obligations shall survive completion of the Subcontract work and final payment.
- Any sums due or owing the Contractor from the Subcontractor under this agreement of any other relationship or agreement between the parties may be deducted by the Contractor from the amounts otherwise owing to Subcontractor by Contractor under this Subcontract.
- It is further agreed that in the event of any breach of any provision of this Subcontract by Subcontractor or any liability of the Subcontractor arising out of any aspect of the Subcontract, or Work performed hereunder including nonpayment of any labor, material or equipment suppliers of Subcontractor, Contractor may withhold from payment(s) otherwise due to Subcontractor an amount sufficient to protect the Contractor and/or its surety or insurer(s) against any and all loss, damage, claims, or expense incurred, alleged or reasonably anticipated by Contractor. Contractor shall have the right to retain said funds until the situation is remedied or adjusted by the Subcontractor to the satisfaction of the Contractor.
- All sums tentatively earned by Subcontractor by the partial or complete performance of the Subcontract work and any balance of unearned Subcontract price, if and when paid by Owner to Contractor, shall constitute a fund for the purpose of (a) full and timely completion of the Subcontract work and fulfillment of all Subcontract requirements, (b) payment of any backcharges or claims due Contractor from Subcontractor based upon this Subcontract or otherwise, and (c) payment to the sub-subcontractors, workers, design professionals, material and service suppliers of Subcontractor, and others who have valid and enforceable mechanic's lien or bond claims and/or rights. Such tentative earnings shall not be due or payable to Subcontractor or anyone else claiming in Subcontractor's place and stead, including but not limited to a Trustee in bankruptcy or receiver, unless and until such Subcontract work is fully and satisfactorily completed and all Subcontract requirements are fulfilled.
- Progress payments and final payment may be withheld in whole or in part by Contractor on account of: (a) defective or improper materials, equipment, services or work; (b) claims or liens, or any notice thereof; (c) any breach by Subcontractor or any provision of this Subcontract or obligation of with respect to the Subcontract Work; (d) a reasonable doubt that the Subcontract work can be completed for the balance then unpaid; (e) a reasonable doubt that Subcontractor has paid sub-subcontractors, vendors, workers, or others for work performed; (f) a reasonable doubt that Subcontractor is, for any reason, able to timely and properly complete the Subcontract work, or (g) failure of Owner to pay Contractor for such work. If the foregoing causes are remedied or secured to Contractor's reasonable satisfaction, the withheld sum shall be paid promptly. If the said causes are not so remedied or secured, where appropriate, Contractor may remedy the same for Subcontractor's account and charge the entire cost thereof to Subcontractor.
- The execution of any waiver of lien by the Subcontractor shall also constitute and be deemed a release of any claim arising from and relating to the Subcontract through the date of the waiver of lien.
- All costs associated with any bonds required by Contractor to cover any liens applied by the Subcontractor or its sub-subcontractors will be backcharged to the Subcontractor.

LaSALLE GROUP, INC. GENERAL TERMS CONDITIONS

Exhibit H

- **CONFORMITY WITH LAWS AND REGULATIONS, INCLUDING SAFETY**

- The Subcontractor agrees to conform to all laws and regulations, whether State, Federal, County or Municipal, which

may now apply or which may during progress of the Work, be made effective with respect to the Work required herein and to obtain and pay for all permits, licenses and official inspections made necessary by the Work.

- The Subcontractor agrees to be bound by and comply with Fair Employment Practices provisions and regulations of Federal, State or other Government Authority having jurisdiction; as said provisions and regulations, including revisions or amendments thereto, are

incorporated in or set forth in the Prime Contract, Subcontractor acknowledges that it has read said provisions, and is familiar with the terms thereof.

- Subcontractor shall comply with all statutes and regulations relating to safety on the job site and relating to proper disclosure of the

composition of all materials, substances and supplies utilized by the Subcontractor in performance of the Work, and recommended procedures in the handling of such items. By signing of the Subcontract, the Subcontractor certified it has assigned a competent employee of the Subcontractor as responsible for knowledge and awareness of OSHA and MIOSHA requirements and of "Right to Know" laws, statutes and regulations, and similar governmental requirements. Subcontractor has provided the training and informational data required by governmental laws and regulation. Subcontractor will require its subcontractors, suppliers and material suppliers to comply with all laws and regulations relating to the Project.

- (1) Safety Accident Prevention: In the performance of the Subcontractor, the Subcontractor shall comply with all applicable Federal, State, Municipal and local laws and regulations governing safety, health and sanitation. In addition, Subcontractor shall comply with construction safety orders issued by the Owner, a Government Agency, or the Contractor. Failure to comply with the applicable laws or the aforesaid construction safety orders and to correct all deficiencies within five (5) days after receipt of notice of such deficiencies may be considered a breach of the Subcontract and grounds for termination and/or cancellation thereof by the Contractor; provided, however, that the Contractor may at its option in lieu of such cancellation correct such deficiencies and charge all cost of such correction to the Subcontractor.

(2) Subcontractor shall, within ten (10) days after execution of the Subcontract, submit to the Contractor Subcontractor's proposed safety program for the Project including a list and description of the safety measures to be taken and the safety equipment to be used and issued to Subcontractor's employees by Subcontractor.

- **MINIMUM WAGE**

Subcontractor shall comply with any prevailing wage provisions of the Prime Contract relating to its Work.

- **TRAFFIC CONTROL**

The Subcontractor agrees to maintain, at its own expense, traffic barricades or any other means necessary for traffic control, as may be required for the Work.

- **EXTRA OR CHANGED WORK**

- The right of the Contractor to change, add to and/or delete from the Subcontractor Work, and the Subcontractor's duty to perform such changed or extra work and the modification, if any, in the contract price, as a result thereof, shall be governed by the applicable provisions of the Prime Contract between Contractor and Owner. If the provisions of the Prime Contract require Contractor to file within a specified time period, invoices, claims or other documents with the Owner in order to receive compensation for extra or changed Work, the Subcontractor shall timely supply such notices, claims or other documents to the Contractor so as to allow Contractor to timely file them with the Owner.
- Subcontractor agrees not to perform any extra or change order work without written authorization from the Contractor and further

agrees that it shall be entitled to no compensation for extra or change order work performed without such written authority.

- If there is a dispute between Contractor and Subcontractor as to the scope of Subcontractor's Work, Subcontractor shall perform the Work upon the Contractor's written order to do so and the dispute shall be resolved pursuant to this Section.
- No claims for additional compensation or damaged for delays, changed conditions, acceleration, unforeseen circumstances, altered character of the Work, or delays caused by the Contractor, the Owner, or other subcontractors shall be recoverable from the Contractor and an extension of time for completion timely requested and granted shall be the sole remedy of Subcontractor; provided, however, that in the event that Contractor obtains additional compensation from Owner on account of such delays, changed conditions, acceleration, unforeseen circumstances, altered character of the Work, delays caused by the Contractor, the Owner, or other subcontractors, Subcontractor shall be entitled to such portion of the additional compensation so received by Contractor from Owner for or on behalf of Subcontractor. Subcontractor must comply with all requirements in dealing with Contractor as are required by

Contractor in dealing with the Owner in the Prime Contract as it relates to such claims. In the event that Contractor prosecutes a claim against the Owner for additional compensation for any delays, changed conditions, acceleration, unforeseen circumstances, altered character of the Work, delays caused by the Owner or other Subcontractors, Subcontractor shall cooperate fully with Contractor in the prosecution thereof and shall pay costs and expenses incurred in connection therewith, including actual attorney's fees, to the extent that such claim is made by Contractor at the request of or on behalf of Subcontractor.

- If the Subcontractor deems that the services or Work to which its Work is to be applied or affixed are unsatisfactory or unsuitable, written notification of said conditions shall be given to the Contractor within five (5) days after the Subcontractor knew or should have known of such unsatisfactory or unsuitable conditions. The Subcontractor shall have no claim for extra compensation nor will any consideration be given to non-responsibility for the Subcontractor's Work due to or caused by such unsatisfactory or unsuitable conditions

LaSALLE GROUP, INC. GENERAL TERMS CONDITIONS

Exhibit H

if the provisions of this paragraph are not complied with

- **SUBCONTRACTOR CLAIMS**

Subcontractor represents that it is best qualified to analyze the plans and specifications and has inspected the job site with respect to physical conditions impacting its Work and that it has entered into this Subcontract based upon such analysis and inspection and not based upon any representation or statements of Contractor concerning those conditions. Subcontractor acknowledges that all of the Subcontract Documents are on file in the Contractor's office and have been made available to Subcontractor for examination. Subcontractor represents that it has carefully examined all of such Subcontract Documents or waives examination thereof.

- All claims of the Subcontractor arising in whole or part out of acts or omissions of the Owner, design professional or any entity other than Contractor, shall be presented to the Owner by the Contractor on behalf of the Subcontractor and finally resolved through the claims procedure (arbitration, litigation or otherwise) applicable between the Contractor and Owner. Subcontractor shall pay all costs and expenses, including reasonable attorney's fees, related to the presentation and prosecution of such claim(s). Subcontractor's sole remedy against Contractor shall be to receive the amount received by the Contractor from the Owner with respect to Subcontractor's Work.
- Unless precluded by the Prime Contract, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place at offices of the American Arbitration Association in Southfield, Michigan, and the arbitrator(s) shall be bound to utilize the laws of the State of Michigan in rendering their decision.

- **MONTHLY STATEMENT**

- The Subcontractor shall submit to Contractor by the 25th of each month or as otherwise directed an itemized statement listing all Work by item completed to date on the Project and an itemized statement listing all work by item completed in the preceding month(s). Included in this statement shall be all additional or extra work performed that was required. No estimates will be paid until the monthly statement is received.
- If required by the Prime Contract, the Subcontractor shall submit weekly payrolls as required. These payrolls shall be submitted directly to the Contractor.

- **AFFIDAVITS AND SWORN STATEMENTS**

The Subcontractor shall submit to Contractor affidavits concerning payments of bills, liens and other claims when required by Contractor. The Subcontractor shall submit by the 25th of each month or as otherwise directed a detailed sworn statement listing all expenses incurred on the Project to date and if required by Contractor, Subcontractor shall submit waivers of lien. Contractor may take such steps as it may reasonably deem necessary to protect itself, its surety and the Owner against any such bills, liens or other claims attributable to Subcontractor, including the withholding of payments to the Subcontractor. It is agreed that the Contractor shall have the right at its option to cancel this Subcontract in the event that Subcontractor makes an assignment for the benefit of creditors or becomes involved in bankruptcy proceedings whether initiated

by the Subcontractor or others or otherwise becomes unable to timely perform this Subcontract. In that event, the rights of the parties shall be the same as if Subcontractor had failed to perform the contract in whole or in part

- **CLEAN-UP**

- The Subcontractor shall at times keep streets and any public or private premises temporarily occupied by it for purposes of Work under this Contract free from accumulation of waste material or rubbish caused by its employees or Work to the satisfaction of Contractor, including but not limited to: Construction equipment, temporary buildings, and excess material shall be properly removed from the site as they become no longer needed for the progress of the Work; all working areas shall be left broom clean; dust control shall be provided at all times during construction; trucks hauling excavated materials, cement, sand, stone or other loose materials from or to the site, shall be tight so that no spilling will occur {before trucking start away from site, their loads shall be carefully trimmed to prevent spillage). This requirement likewise applies to suppliers making deliveries to the site and the Subcontractor will be held responsible for compliance by its suppliers.
- If the Subcontractor refuses or fails to perform this cleaning as directed by the Contractor, the Contractor shall have the right

and power to proceed with said cleaning and the Subcontractor shall, on demand repay to the Contractor the actual costs of labor plus 15% thereof to cover supervision, Insurance, overhead, etc..

- **ASSIGNMENT OF SUBCONTRACT**

The Subcontractor shall not assign or sublet this Subcontract or any part thereof without written consent of the Contractor. If such written consent is granted by the Contractor, the Subcontractor shall require its subcontractor to provide insurance as required under Section 1 of this Subcontract. Certificates of such insurance shall be provided to the Contractor prior to performance of any Work by the Subcontractor. The Subcontractor shall further furnish the Contractor written proof from its subcontractor that the provisions and requirements of this Subcontract are familiar to it and have further been made a part of the agreement between Subcontractor and its subcontractor. It is likewise agreed that the Subcontractor shall not assign any of the monies payable to it under this Contract, or its claim thereto except with the written consent of Contractor.

LaSALLE GROUP, INC. GENERAL TERMS CONDITIONS

Exhibit H

- **TIME**

- It is understood and agreed that time is of the essence in the performance of Subcontractor's Work, and that the Work shall be conducted and scheduled by the Subcontractor as to insure its completion in accordance with the contract schedule. The Subcontractor shall commence Work upon five days' notice and continue until completion where possible. If the contract has various stages the Subcontractor shall schedule its Work accordingly to be completed as the contract requires. If the Prime Contractor's operations are delayed, then the Subcontractor shall revise its schedule accordingly.
- Should the Subcontractor fail to timely prosecute its Work thereby causing actual or liquidated damages against Contractor, Subcontractor hereby agrees to repay the Contractor its proportionate share of any additional expense or damages incurred by the Contractor by such action. Subcontractor shall cause no hindrance or delays to other contractors or subcontractors. Subcontractor shall be responsible for all damage done by Subcontractor or its subcontractors or suppliers to the Work of other contractors or subcontractors. If Subcontractor's material is not delivered promptly thereby causing or threatening to cause delay in general progress of the Work, the Contractor shall have the right to investigate the cause of said delay and expedite deliveries, and all expense thus incurred by the Contractor shall be charged to and paid by Subcontractor.

- **CANCELLATION OR COMPLETION OF WORK BY CONTRACTOR**

In the event that the Subcontractor for any reason whatsoever fails to timely or properly perform any item of Work, including warranty or guarantee obligations or to furnish sufficient labor, equipment or materials so called for after seventy-two (72) hours' notice from the Contractor to so perform or furnish, the Contractor *may*, in addition to its other rights held under the Subcontract, cancel the Subcontract or without cancelling the Subcontract, complete said item or items of Work, use any or all of the Subcontractor's material and supplies on the Project to complete its items of Work, or furnish said materials at its own expense either through its own sources or through contractual arrangements with third parties. The Subcontractor shall be indebted to the Contractor for the amount of such expense incurred by Contractor in performing Subcontractor's Work (including attorney's fees) to which shall be added a 10%

15. NOTICE OF PROBLEMS/ COORDINATION

Subcontractor shall:

- Immediately notify Contractor orally and in writing of any defect, inconsistency, error or omission in the Subcontract Documents, or any instruction, process, unsafe condition, hazardous waste, asbestos, PCB's, toxic substances, work not in proper condition to receive Subcontract work, or other problems encountered or associated with the Subcontract Work;
- Cooperate with Contractor and all others whose work may interfere with Subcontractor's Work and specifically note and immediately advise Contractor within 3 days in writing of any such interference, Subcontractor's failure to comply with the foregoing notice provisions shall constitute a waiver of any claims that the Subcontractor may have to the extent permitted by the Subcontract Documents relating to or arising from any of the conditions or matters which may be the subject of the notice; and
- Participate in the preparation of coordination drawings and work schedules in areas of congestion;
- Not take pictures, including without limitation, still photos, videos or motion pictures, without the advance written consent of Contractor;
- Not use toxic or hazardous substances of the project site without giving all notices required by law;
- Be responsible for all costs and damages, including, but not limited to, Contractor's attorney's fees and costs resulting from Subcontractor's failure to comply with the above requirements

• **PROPERTY FURNISHED BY OTHERS**

If the scope of Subcontractor's work includes installation of materials or equipment furnished by others, Subcontractor shall receive and immediately examine the items so provided. Any shortage or defects must be called to Contractor's attention immediately and confirmed by a written notice within three (3) working days or any claim relative thereto is waived and all resulting costs and damages shall be for Subcontractor's account. Otherwise Subcontractor shall accept, handle, store and install the items with such skill and care as to ensure a satisfactory and proper installation.

• **PRIME CONTRACT INCORPORATED BY REFERENCE**

The Work shall be done to the complete satisfaction of Contractor and the Owner. The Subcontractor shall assume toward this Contractor all obligations and responsibilities which the Contractor assumes toward the Owner and all agreements between the Contractor and Owner (Prime Contract) are hereby incorporated by this reference.

• **SUBCONTRACTOR WARRANTY AND GUARANTEE**

The Subcontractor warrants and guarantees the material and workmanship supplied hereunder, and agrees to make good at Subcontractor's expense any defect in workmanship or materials which may occur prior to Contractor's release from warranty or guarantee liability therefore to Owner.

• **PUNCH LIST**

Punch list items which are not completed within two (2) weeks of punch list issuance will be completed by Contractor and charged to the Subcontractor, including but not limited to supervision, general conditions, liquidated damages assessed by the Owner, and other direct costs.