



# Commitment: Subcontractor Agreement

**Project Name:**

Five Guys - Lorain [Amherst], OH

**Project Number:**

22-003

## Subcontract Agreement Cover Page

Congratulations on being selected as a subcontractor/vendor for this project! We look forward to working with you. Please refer to the below processes that NNI Construction Co. wanted highlight, to make a smoother process and communication for all.

- The Project Manager, Mark Gawloski (mgawloski@gmail.com), will be the point of contact for all project related documents (Submittals/RFI's/Change Requests/Schedules/Etc.) and the following need to be submitted as soon as possible upon receipt of the subcontract agreement:
  - Signed and initialed copy of the Subcontract Agreement
- Please submit the below items to our accounting department at [invoices@nniconstruction.com](mailto:invoices@nniconstruction.com) immediately upon receipt of subcontract agreement and prior to commencement of work on site.
  - Copy of W9.
  - Copy of Certificate of Insurance per Exhibit E included in Subcontract Agreement.
  - Proof of Workers Compensation, if not listed on Certificate of Insurance.

### **Billing Procedures**

- All accounting paperwork and inquiries should be sent directly to our Accounts Payable department via email to [invoices@nniconstruction.com](mailto:invoices@nniconstruction.com).
- A copy of NNI's required Pay Application documents can be downloaded at [www.nniconstruction.com/Subcontractor](http://www.nniconstruction.com/Subcontractor) or emailed to you upon request.
- Unless otherwise noted, all pay applications are due by the 20th of each month and **MUST BE COMPLETE** in order to be routed for approval.
- A complete Pay Application must include:
  - AIA G702 or similar, *with Job Number, Commitment Number and Pay Application Number* on the form (See page 1, top right corner of the subcontract to locate the *Job Number and Commitment Number*)
  - AIA G703 (Schedule of Values) or similar.
  - Conditional Progress Waiver.
    - (If the Pay Application is the final Application on the project, a Conditional Final Waiver is required).
  - Affidavit of Subcontractor.
- Blank copies and examples of the above forms are available for download at [www.nniconstruction.com/Subcontractor](http://www.nniconstruction.com/Subcontractor).
- Do **NOT** include Change Orders on your Pay Application unless they have been approved and issued from NNI Construction Co., **as this will result in delay of the Application approval process.**
- All forms must be fully complete, notarized and sent in one (1) email directly to [invoices@nniconstruction.com](mailto:invoices@nniconstruction.com). If you have any questions on how to complete the paperwork, please follow this link to watch a tutorial, or contact accounting directly.
- NNI is proud to be a prompt pay company. We typically distribute funds within 48 hours of receipt from the owner. Any payment status inquiries should go directly to accounting via email to [invoices@nniconstruction.com](mailto:invoices@nniconstruction.com), or via phone at 954.870.7792, Extension 102.

**NNI HAS GONE GREEN! PLEASE SUBMIT ALL PAY APPLICATIONS VIA EMAIL. DO NOT MAIL, AS PAPER COPIES WILL SIMPLY BE SHREDDED.**



# Commitment: Subcontractor Agreement

**Project Name:** Five Guys - Lorain [Amherst], OH  
**Project Number:** 22-003

**To:** **National TAB** **Commitment Number:** 22003-30  
**(Subcontractor)** **Date:** Tuesday, September 6, 2022

**From:** **NNI Construction Co.** **Project Location:** 3000 Cooper Foster Park Road  
**(Contractor)** 2005 West Cypress Creek Road Lorain, OH 44052  
Suite 102  
Fort Lauderdale, FL 33309

**Architect:** **RDL Architects, Inc**  
16102 Chagrin Blvd  
Suite 200

**Owner:** **Lorain Burgers, LLC**  
28421 West Oakland Rd  
Bay Village, OH 44140

Furnish all **Test and Balance** work for the above referenced project in strict accordance with the Contract Documents as further described herein. This work is to be performed for the lump sum price, including all applicable taxes, of **Two Thousand Three Hundred Eighty-Five Dollars [\$2,385.00]**.

This SUBCONTRACTOR agreement must be signed and received in addition to submitting an acceptable Certificate of Insurance prior to working on site. This information must be submitted before any payouts or accounting functions may proceed.

The CONTRACTOR shall pay the SUBCONTRACTOR monthly progress payments in accordance with this SUBCONTRACT. Applications for monthly progress payments shall be in writing and in accordance with this AGREEMENT, shall state the estimated percentage of the work in this SUBCONTRACT that has been satisfactorily completed and shall be submitted to the CONTACTOR on or before the 20th day of each month. A retainage of 10.00% will be withheld from each application for payment and shall be released upon acceptance of project completion by OWNER and OWNER's release of said retention to the CONTRACTOR.

Contract documents applicable to this Subcontract Agreement are as follows:

- Exhibit A - Contract Documents Listing
- Exhibit B - Subcontractor Scope of Work
- Exhibit C - Terms and Conditions (Items 1 through 43)
- Exhibit D - Billing Procedures
- Exhibit E - Insurance Requirements

By signing below, the parties confirm that they have read, understand and agree to all of the terms and conditions set forth in this Subcontractor Agreement, including all of the incorporated Exhibits and which consist of a total of 18 pages.

NNI Construction Co.	National TAB
Signature: _____	Signature: _____
By (Print): _____	By (Print): _____
Name, Authorized Agent	Name, Title
Date: _____	Date: _____

**NOTE: THIS AGREEMENT IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED AGENT OF NNI CONSTRUCTION CO.**

**Exhibit A - Contract Documents Listing**

<u>No.</u>	<u>Title</u>	<u>Discipline</u>	<u>Issue</u>	<u>Issue Date</u>
A1.1	PENETRATION PLAN	Architectural	Permit Set	11/24/2021
A1.10	EQUIPMENT SCHEDULE CONTINUED	Architectural	Permit Set	11/24/2021
A1.11	MISC. & PLUMBING SCHEDULE	Architectural	Permit Set	11/24/2021
A1.12	FURNITURE SCHEDULE	Architectural	Permit Set	11/24/2021
A1.13	SIGNAGE SCHEDULE	Architectural	Permit Set	11/24/2021
A1.14	ENLARGED TOILET ROOM PLAN & ELEVATIONS	Architectural	Permit Set	11/24/2021
A1.2	CONSTRUCTION PLAN	Architectural	Permit Set	11/24/2021
A1.3	DOOR SCHEDULE AND DETAILS	Architectural	Permit Set	11/24/2021
A1.4	REFLECTED CEILING PLAN	Architectural	Permit Set	11/24/2021
A1.5	REFLECTED CEILING SCHEDULE	Architectural	Permit Set	11/24/2021
A1.6	FINISH FLOOR PLAN	Architectural	Permit Set	11/24/2021
A1.7	FINISH SCHEDULE	Architectural	Permit Set	11/24/2021
A1.8	FFE PLAN	Architectural	Permit Set	11/24/2021
A1.9	EQUIPMENT SCHEDULE	Architectural	Permit Set	11/24/2021
A2.0	EXTERIOR ELEVATIONS	Architectural	Permit Set	11/24/2021
A4.0	EXTERIOR ELEVATIONS	Architectural	Permit Set	11/24/2021
A4.1	INTERIOR ELEVATIONS	Architectural	Permit Set	11/24/2021
A4.2	INTERIOR ELEVATIONS	Architectural	Permit Set	11/24/2021
A4.3	INTERIOR ELEVATIONS	Architectural	Permit Set	11/24/2021
A5.0	DETAILS	Architectural	Permit Set	11/24/2021
A5.1	DETAILS	Architectural	Permit Set	11/24/2021
A5.2	TRANSITION DETAILS	Architectural	Permit Set	11/24/2021
A5.3	SODA FOUNTAIN DETAILS	Architectural	Permit Set	11/24/2021
A5.4	TRASH ENCLOSURE DETAILS	Architectural	Permit Set	11/24/2021
A5.5	INTERIOR SIGNAGE DETAILS	Architectural	Permit Set	11/24/2021
A5.6	COUNTER PLAN & ELEVATIONS	Architectural	Permit Set	11/24/2021
A5.7	COUNTER DETAILS	Architectural	Permit Set	11/24/2021
A5.8	MILKSHAKE DETAILS	Architectural	Permit Set	11/24/2021
E1.0	ELECTRICAL	Electrical	Permit Set	11/24/2021
E2.0	LIGHTING	Electrical	Permit Set	11/24/2021
E3.0	POWER & DATA	Electrical	Permit Set	11/24/2021
E4.0	MANAGER RACK HEIGHT DETAIL	Electrical	Permit Set	11/24/2021
E5.0	PANEL	Electrical	Permit Set	11/24/2021
E6.0	ELECTRICAL	Electrical	Permit Set	11/24/2021
M1.0	MECHANICAL	Mechanical	Permit Set	11/24/2021
M1.1	MECHANICAL	Mechanical	Permit Set	11/24/2021
M2.0	MECHANICAL	Mechanical	Permit Set	11/24/2021
M3.0	UL LISTED GREASE EXHAUST DUCT ACCESS DOOR DETAIL	Mechanical	Permit Set	11/24/2021

M4.0	MECHANICAL	Mechanical	Permit Set	11/24/2021
MH1.0	HOOD DRAWINGS	Mechanical	Permit Set	11/24/2021
MH2.0	ANSUL SYSTEM	Mechanical	Permit Set	11/24/2021
MH3.0	ROOF TOP UNITS	Mechanical	Permit Set	11/24/2021
MH4.0	DRAIN LINE	Mechanical	Permit Set	11/24/2021
MH5.0	WIRING DIAGRAM	Mechanical	Permit Set	11/24/2021
P1.0	PLUMBING	Plumbing	Permit Set	11/24/2021
P2.0	SANITARY &	Plumbing	Permit Set	11/24/2021
P3.0	DOMESTIC WATER	Plumbing	Permit Set	11/24/2021
P4.0	(E)1-14	Plumbing	Permit Set	11/24/2021
P5.0	SCHEDULES	Plumbing	Permit Set	11/24/2021
P6.0	PLUMBING	Plumbing	Permit Set	11/24/2021
P6.1	PLUMBING	Plumbing	Permit Set	11/24/2021
P6.2	PLUMBING	Plumbing	Permit Set	11/24/2021
TS.01	TITLE SHEET, PROJECT DATA, SITE	Architectural	Permit Set	11/24/2021
TS.02	LOCATION, CODE PLAN, DRAWING INDEX	Architectural	Permit Set	11/24/2021
TS.03	GENERAL NOTES AND SPECIFICATIONS	Architectural	Permit Set	11/24/2021
TS.04	SPECIFICATIONS	Architectural	Permit Set	11/24/2021
TS.05	SPECIFICATIONS	Architectural	Permit Set	11/24/2021

## **Exhibit B - Subcontractor Scope of Work**

### *National TAB (Test and Balance)*

Furnish and install all tools, labor and equipment necessary to complete the Test and Balance scope of work as shown on the drawings including but not specifically limited to:

#### **General Info:**

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- 1 All work shall be scheduled, executed and completed as directed by NNI Construction Co.'s Site Superintendent. It is the responsibility of all sub-contractors to maintain contact with the site superintendent at all times to avoid any delays in the project schedule.
- 2 All sub-contractors shall be responsible for the clean-up and removal of all debris associated with their work to NNI Construction Co. supplied dumpsters.
- 3 All work shall be in strict accordance with all State, Local and Municipal codes. Subcontractor is to be registered with the required governing agencies.

#### **Scope:**

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Labor and materials to complete the following:

Test and balance the following:

All HVAC units.

Associated air devices.

All exhaust fans.

MAU fan

Kitchen hood.

IMC507.16.1 Smoke performance test with witness sign-off.

Building pressure functional checks.

HVAC balance schedule of flows as compared to design tolerances

Reporting & project management.

#### **Schedule Info:**

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Project Start Date: Sep 1 2022

Project Completion Date: Oct 1 2022

Project Calendar Days: 30

#### **Contact Info:**

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Project Manager: Mark Gawloski | (440)554-8988 | mgawloski@gmail.com

Superintendent: Tom Close | (216)507-5319 | tclose.nni@gmail.com

## Exhibit C - Terms & Conditions

By executing and returning the attached acceptance copy of this Subcontract, or if the acceptance copy is not executed and returned, by partial or complete performance under this Subcontract Agreement, Subcontractor agrees with NNI Construction Co., as follows:

### 1. Contract Documents

1.1 This Subcontract Agreement as defined on Page 1 includes, but is not limited to, the Agreement between NNI Construction Co. and Owner, all addenda, modifications, revisions, drawings, specifications, detail, all general, technical and supplementary conditions. For the purposes of this Subcontract Agreement, Subcontractor is obligated to NNI Construction Co. as NNI Construction Co. is obligated to the Owner under the Contract Documents and this Subcontract Agreement, the more stringent term or the highest quality materials shall be required. This Subcontract Agreement supersedes any prior negotiations, conversations, proposals and/or correspondence.

### 2. Incomplete Details

2.1 The work to be performed by the Subcontractor includes work specifically set forth in this Subcontract Agreement, as well as all other work reasonably inferable from the Contract Documents to include work which is necessary to have a properly working and total acceptable scope of work for this Subcontract Agreement. Subcontractor shall take all field measurement necessary to perform its work. NNI Construction Co. makes no warranty either expressed or implied as to the sufficiency of the Construction Documents furnished by the Owner. The Subcontractor shall furnish all required samples and shop drawings to ensure the subcontractor's scope of work is complete in every detail and free from any gaps, duplications or omissions.

### 3. Examination of Site

3.1 Subcontractor warrants that it has visited and examined the project site and further that it shall make no claim for extra work because of existing exposed site conditions.

### 4. Permits and Licenses

4.1 In performing the work, Subcontractor shall comply with all laws and ordinances, give authorities timely and proper notices, secure and pay for all necessary permits, licenses, inspections, tests and bonds required for the work performed under the Subcontract. The general building permit shall be obtained and paid for by others.

### 5. Payment and Performance Bonds

5.1 Subcontractor warrants to NNI Construction Co. that it currently has and shall maintain for the life of the project, sufficient bonding capacity from a surety company acceptable to NNI Construction Co. to bond the job at any time. Upon written demand, Subcontractor shall furnish to NNI Construction Co. at any time throughout the project a 100% payment and performance bond provided the premium costs are paid by NNI Construction Co.

### 6. Taxes

6.1 Subcontractor shall timely file and timely pay all applicable fees and/or taxes, including any and all sales taxes, use taxes, occupation taxes, excise taxes, FICA taxes, unemployment taxes, and any and all other taxes or levies applicable to this Subcontract Agreement and/or the Subcontractor's work as now or hereinafter in effect. In addition and without limiting the foregoing, if the project and/or Subcontractor's Work is located in the state of Texas, then the Subcontractor agrees that any and all of Subcontractor's invoices, estimates, proposals and/or change orders must include any and all amounts due and/or payable under the Texas Tax Code, including any and all taxes relating to Nonresidential Real Property Repair, Remodeling, and Restoration; Real Property Maintenance (see Texas Tax Code, §§151.0047, 151.0101, 151.056, 151.058, 151.311, 151.350, 151.429 and/or any equivalents thereof) and Subcontractor further agrees that all applicable taxes shall be considered payable to the applicable governing authorities at the time of sale and Subcontractor shall exclusively timely file and timely pay all of same.

### 7. Liens/Bonds

7.1 In the event that NNI Construction Co. receives a notice or claim of lien or Stop Notice from a sub-subcontractor or a material supplier of Subcontractor, NNI Construction Co. shall have the right to require Subcontractor to bond over the lien in any amount of 150% of the claim. Should Subcontractor not be justified in refusing to pay the claim, after three (3) days written notice to the Subcontractor, NNI Construction Co. shall have the right to pay a sum sufficient to discharge such lien or obligation and charge the same against any amount owed to the Subcontractor. NNI Construction Co. shall also have the right to require the Subcontractor to furnish and pay for a lien release bond in an amount not less than 150% the sum of any final lien waivers the Subcontractor fails to provide or the amount of any lien claims. Provided payment is made for work properly performed, Subcontractor agrees to defend, hold harmless and indemnify NNI Construction Co. and Owner against all loss, damages, judgments and expenses (including attorney fees) which NNI Construction Co. or Owner may sustain in connection with any lien or claim.

### 8. Payments

8.1 NNI Construction Co. does not financially guarantee the Owner's ability to fund the project cost. In the event of the Owner's insolvency or willful refusal to pay NNI Construction Co. and notwithstanding anything to the contrary in the Owner/NNI Construction Co. Agreement, it is an express condition of this Subcontract Agreement that NNI Construction Co.'s obligation to pay Subcontractor is contingent upon receipt of payment from Owner for Subcontractor's work. Owner's withholding of a NNI Construction Co. payment due to an alleged failure by NNI Construction Co. to perform any of its obligations unrelated to this Subcontract Agreement, shall not excuse payment to the Subcontractor according to the terms of this Subcontract Agreement. Retention shall be held by NNI Construction Co. as provided in the Owner/NNI Construction Co. Agreement, or as deemed necessary by NNI Construction Co. until any failure of performance is corrected, Subcontractor complies with this Subcontractor agreement.

8.2 In the event of Owner's nonpayment, nothing contained within this Agreement shall be construed as a waiver or impairment of Subcontractor's mechanic lien rights.

8.3 Unless expressly made a part of the Scope of Work for this Agreement, the cost of construction work completed does not include materials or equipment stored off the site.

8.4 All requisitions or billings to NNI Construction Co. for materials delivered or work completed shall be done per the NNI Construction Co. billing procedures, which are further described in attached Exhibit "D". All amounts to be billed must be approved before billings are submitted. Payments are received from Owner and shall be held for Subcontractor's account and promptly disbursed according to the terms of this Subcontract Agreement.

**9. Indemnification**

**FOR PROJECTS LOCATED IN THE STATE OF OHIO, SEE ALSO SECTION 9.4.**

**FOR PROJECTS LOCATED IN THE STATE OF FLORIDA, SEE ALSO SECTION 9.5.**

9.1 Notwithstanding anything to the contrary contained herein, Subcontractor agrees to the maximum extent permitted by applicable laws to defend, hold harmless and indemnify NNI Construction Co., Owner, Architect, the engineer, NNI Construction Co's clients and each of their respective the officers , directors, employees, agents, representatives, lenders, attorneys, and/or consultants (collectively, "Indemnitees") from and against any and all damages, injuries, losses, liabilities, settlement payments, fees and/or expenses ( including reasonable attorneys' fees and expenses ) if directly or indirectly caused by, arising from and/or concerning the Subcontractor's and/or Subcontractor's sub-subcontractors' or any other person or entity under Subcontractor's or any sub-subcontractors' direction or control or management or otherwise acting on Subcontractor's and /or sub-subcontractors' behalf and relating to or otherwise concerning:

9.1.1 The performance of any work; and/or

9.1.2 Any alleged or actual violation or infringement of any intellectual property right, including any trademark, copyright, or patent; and/or

9.1.3 with respect to claims (including for any benefits and/or any co-employer or co-employment) against any Indemnitee asserted by any employee, contractor or consultant of Subcontractor or Subcontractors sub-subcontractor's or anyone directly or indirectly employed or managed or controlled or directed by any of them; and/or

9.1.4 for claims and/or liens for labor, taxes, materials, appliances, equipment and supplies whatsoever; and/or

9.1.5 any failure to comply with all applicable federal, state and/or local laws, ordinances and regulations of all governmental authorities or agencies;

9.1.6 any allegations of defamation; and/or

9.1.7 any threatened or actual breach of this Subcontractor Agreement .

9.2 The indemnity obligations set forth in this Section shall not be construed to negate, abridge, or otherwise reduce any other rights of indemnity available to any Indemnitee by applicable laws.

9.3. Subcontractor's indemnity obligations shall not apply to any claim directly caused by an Indemnitee's gross negligence or willful misconduct .

**9.4. FOR PROJECTS LOCATED IN THE STATE OF OHIO:**

Notwithstanding the foregoing or anything to the contrary contained herein, it is agreed that additional indemnification terms and conditions for projects located in the state of Ohio follow and such terms and conditions shall govern to the extent of any conflict between the terms and conditions contained in this Subcontractor Agreement: Subcontractor agrees to the maximum extent permitted by applicable laws to defend, hold harmless and indemnify NNI Construction Co., Owner, construction manager, Architect, the engineer and each of their respective the officers , directors, employees, agents, representatives, lenders, and/or consultants of each of them (collectively, "Indemnitees") from and against any and all damages, injuries, losses and expenses but only if caused by the Subcontractor's negligence or misconduct , Subcontractor's sub-subcontractors' negligence or misconduct , or the negligence or misconduct of anyone under Subcontractor's direction or control or on its behalf in the performance of the Work . Subcontractor's indemnity obligation shall not apply to injury, damage, loss, or expense caused by any Indemnitee's sole or concurrent negligence .

**9.5. FOR PROJECTS LOCATED IN THE STATE OF FLORIDA:**

Notwithstanding the foregoing or anything to the contrary contained herein, it is agreed that additional indemnification terms and conditions for projects located in the state of Florida follow and such terms and conditions shall govern to the extent of any conflict between the terms and conditions contained in this Subcontractor Agreement: To the fullest extent permitted by law, the Subcontractor expressly agrees to indemnify and hold harmless the NNI Construction Co., the project owner, the Architect, and the engineer and each of their respective officers , directors, employees, agents, representatives, lenders, and/or consultants of each of them (collectively, "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Section, to persons or property caused in whole or in part by any act, omission, or default by the Subcontractor or its sub-subcontractors, materialmen, or agents of any tier or their employees, arising out of this Subcontractor Agreement or its performance, including any such damages caused in whole or in part by any act, omission, or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence , or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Subcontractor or its sub-subcontractors, materialmen, or agents of any tier or their respective employees. Provided however that any claim for indemnification for damages caused in whole or in part by any act, omission or default by indemnitee(s) shall be limited to the amount of Subcontractor's insurance or \$1 million per occurrence whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to this Subcontractor Agreement and it is part of the project specifications or the bid documents, if any. The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Subcontractor under workers' compensation acts , disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Subcontractor or of any third party to whom Subcontractor may subcontract a part or all the Work .

**10. Insurance**

10.1 Subcontractor shall obtain, and until completion and acceptance of the Prime Contract, shall maintain, worker's compensation insurance, including employers' liability comprehensive general liability insurance with contractual coverage, automobile liability insurance and such other insurance as to the extent required and specified herein. **The comprehensive general liability insurance shall include NNI Construction Co., Owner, and others if required in the Contract Documents, as additional insured by separate endorsement for CG2010 11/85 (see samples attached labeled exhibit "E").** All insurance shall be carried in a company or companies authorized to do business in the state where the Subcontract Agreement is being executed (minimum AM Best Rating A-VIII) and are acceptable to NNI Construction Co. Upon request, Subcontractor shall furnish NNI Construction Co. with a duplicate copy of each policy.

**10.2 Subcontractor shall furnish to NNI Construction Co. a certificate of insurance and additional insured endorsement in duplicate as required under the provision herein.** Such certificate shall list the various coverages and shall contain, in addition to any provisions herein required, a provision that the policy shall not be reduced in scope of coverage or cancelled and that it shall be automatically renewed upon expiration and continued in full force until final acceptance by Owner and NNI Construction Co. of all work covered by the Subcontract Agreement and the Prime Contract, unless NNI Construction Co. and Owner are given written notification at least 30 days prior by certified or registered mail.

### Exhibit C - Terms & Conditions

**10.3 Subcontractor shall not commence work until all insurance has been obtained and approved, nor shall Subcontractor permit the commencement of any of its work, which is sublet before its subcontractors have provided equivalent insurance and evidence is submitted to that effect.**

10.4 If Subcontractor fails to provide or maintain any of the insurance referenced herein, NNI Construction Co. may, two working days after the issue of notice to do the same and at the option of NNI Construction Co., terminate the Subcontract Agreement or NNI Construction Co. shall have the right to obtain all insurance referred to herein for and in the name of the Subcontractor and the cost of such insurance shall be deducted in full from any payment otherwise due to Subcontractor.

10.5 Subcontractor shall, at its own expense, provide all insurance as set forth below:

10.6 Comprehensive General Liability occurrence form ISO form CG 0001 (10-93 edition) or equivalent shall be sufficient in scope to insure but not limited to :

- 10.6.1 Operations/Premises Liability (Including Elevator Liability).
- 10.6.2 Independent Contractor's Protective Liability/Owner's Protective Liability.
- 10.6.3 Completed Operations and Products Liability. (Contractor shall maintain in effect for a period of two years after the date of the final payment ).
- 10.6.4 Contractual Liability. Shall be sufficient in scope to ensure the indemnification agreement set forth in the General Conditions .
- 10.6.5 Personal Injury Liability.
- 10.6.6 Broad Form Property Damage Liability including completed operations endorsement.
- 10.6.7 Explosion, collapse, and Underground Damage Liability endorsement; this is, removal of exclusions.

10.7 Bodily Injury Liability Insurance in the amount of \$1,000,000 each occurrence, \$2,000,000 per project General Aggregate (claims made insurance is not acceptable), and \$2,000,000 Products/Completed Operations Aggregate. **In addition, Subcontractor shall maintain an umbrella liability policy providing the minimum amounts more than the primary policies (General Liability, Automotive Liability, and Employer's Liability) per the sample certificate in Exhibit E of this subcontract agreement.**

10.8 Subcontractors insurance shall be "primary and noncontributory" to insurance carried by NNI Construction Co.

10.9 NNI Construction Co. makes no representation that the amounts of insurance required of Subcontractor are adequate to protect Subcontractor. In the event Subcontractor believes any such insurance coverage is insufficient, Subcontractor shall provide, at its sole expense, such additional insurance, as Subcontractor deems adequate. In no event shall the limits of the coverage maintained by subcontractor be considered as limiting Subcontractor's liability under this Agreement.

10.10 The Subcontractor shall provide automobile insurance on all owned, non-owned, or hired automobiles to be used by Subcontractor for the furtherance of this work for the limits of \$1,000,000 per accident.

10.11 Worker's Compensation and Employer's Liability insurance with limits as set forth under state statute regulations governing each worker employed in , about, or upon the work, as provided in each statute applicable to Worker's Compensation and Employer's Liability (at a limit of no less than \$1,000,000).

10.12 The insurance limits stated herein are minimum unless those required in the Prime Contract are more, in which case the limits of the Prime Contract shall be the minimum.

10.13 Compliance with the foregoing requirements as to the carrying of the insurance shall not relieve Subcontractor from liability. It is understood and agreed that the insurance coverage and limits required above shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Contract documents or by law.

10.14 Neither the procurement nor the maintenance of any type of insurance by Owner or NNI Construction Co. shall in any way be construed or be deemed to limit, discharge, waive, release Subcontractor from any of the obligations and risks imposed upon Subcontractor by the subcontract Agreement or to be limitation on the nature or extent of such obligations or risks.

10.15 Any insurance not described above which Subcontractor desires is its own responsibility and at its own expense.

10.16 NNI Construction Co. may furnish, erect, or provide equipment, appurtenances and devices, motorized or otherwise, for its use to complete its Contract with Owner. Should Subcontractor use such items, Subcontractor agrees to insure against claims or injury, or damage caused by such items while in Subcontractor's care, custody or control by naming NNI Construction Co. as insured party. Liability limits shall be the same as stated above. Physical Damage Insurance against damage to the items themselves shall be on a "Replacement Cost" basis.

10.17 Subcontractor shall be responsible for any deductible under its insurance policies.

10.18 It is understood and agreed that authorization is hereby granted to NNI Construction Co. to withhold payments to Subcontractor until a properly executed Certificate of Insurance and endorsement providing insurance as required herein, accompanied by a signed Subcontract Agreement, are received by NNI Construction Co. The failure of NNI Construction Co. to withhold such payments or obtain the required certificates of endorsement shall not be deemed as a waiver to the Subcontractor's obligation to provide the insurance required under the Subcontract Agreement .

10.19 Subcontractor hereby waives any rights of subrogation against NNI Construction Co., the Owner, the Architect, and any other ADDITIONAL INSUREDS as required by the Subcontract Agreement.

### 11. Safety Regulations

11.1 Subcontractor, its agents, employees, material men and subcontractors shall comply with all laws and ordinances and shall perform all work on the project in a safe and responsible manner. In particular the Subcontractor shall, at its own expense, conform to the safety policies and regulations established by NNI Construction Co. as listed within this Subcontract Agreement and the "Subcontractor Safety Handbook" and shall comply with all specific safety requirements promulgated by any government authority, including, without limitation, the requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969 and all standards and regulations which have been or shall be promulgated by the parties or agencies

### **Exhibit C - Terms & Conditions**

11.1 (Continued) which administer the Acts. Subcontractor shall comply with said requirements, standards, and regulations and require and be directly responsible for compliance on the part of its agents, employees, material men and subcontractors; and shall directly receive, respond to, depend and be responsible for all citations, assessments, fines or penalties which may be incurred by reason of its failure on the part of its agents, employees, material men or subcontractors to comply.

11.2 Subcontractor's field personnel assigned to this project, including subs of the Subcontractor, shall commit to no drug or alcohol use by its employees over the lunch period or any other break time. Subcontractor agrees to remove from the jobsite any of its employees or Sub-subcontractor employees who violate this policy.

11.3 Subcontractor shall report immediately to NNI Construction Co. any injuries suffered by its employees or any injuries to other persons or property damage arising out of its operation. NNI Construction Co. shall be furnished two (2) copies of the written accident report within twenty-four (24) hours of injury or damage.

11.4 Subcontractor shall equip its personnel with all necessary personal protective equipment required by law or by NNI Construction Co. This includes, but is not limited to, hard hats, eye protection, foot and hand protection, ear protection, fall protection and respiratory protection.

11.5 Subcontractor shall protect all its employees when using electric power equipment by providing ground fault circuit interrupters.

11.6 All Subcontractor's scaffold and ladders shall be in accordance with all required safety regulations and manufacturer's requirements .

11.7 Subcontractor shall comply with OSHA's current Fall Protection Standard as required in Subpart M of the OSHA Construction Industry Standards .

11.8 Subcontractor agrees to require all its employees and Sub-subcontractor's employees to abide by OSHA regulations on all NNI Construction Co. projects. Subcontractor shall provide training to all its employees of the possible hazards associated with the tasks each employee performs and each employee must know and understand all these safety regulations.

11.9 Subcontractor shall ensure that its jobsite supervisor has completed the 10- hour OSHA Construction Safety Course.

11.10 Subcontractor must provide first aid equipment to be made accessible to its employees.

11.11 Subcontractor agrees to submit all necessary Safety Data Sheets (SDS), or equivalent for all hazardous substances introduced on the job site and shall inform NNI Construction Co.'s office prior to its introduction to the job site. Subcontractor must comply with the OSHA Hazard Communication standard 1926.59. It is imperative that the Safety Data Sheets be on file in NNI Construction Co.'s office prior to Subcontractor's starting to work on the site .

### **12. Price Escalation**

12.1 This contract includes all price escalation throughout the duration of the project.

### **13. Time**

13.1 TIME IS OF THE ESSENCE OF THIS SUBCONTRACT! Subcontractor shall supply enough competent workers and shall cooperate with NNI Construction Co. and other subcontractors in the scheduling and performance of its work. Subcontractor shall commence its work upon notification from NNI Construction Co. and shall proceed towards completion in accordance with the Project Schedule as established by NNI Construction Co. which may be adjusted from time to time to allow for proper coordination of all trades' work in accordance with the schedule established by NNI Construction Co. ., Subcontractor hereby agrees to indemnify NNI Construction Co. for any loss or damages caused by such delay, including but not limited to liquidated damages assessed against NNI Construction Co. by the Owner.

13.2 Extensions of time for delays not caused by the Subcontractor or not within the Subcontractor's control shall be strictly governed by the terms of the Contract Documents. Subcontractor must give NNI Construction Co. notice of any potential delay within three (3) days, or as otherwise stipulated within the Contract Documents, after such occurrence with an estimate of the additional time needed to overcome the delay. In no event shall Subcontractor be entitled to any consideration for delays if it fails to give NNI Construction Co. written notice of the delay and such potential claims shall be deemed waived. Anything in the Contract Documents or this Subcontract Agreement to the contrary notwithstanding, an extension of time hereunder shall be Subcontractors' exclusive remedy in the event of a delay, no matter how or by whom caused, and Subcontractor specifically waives any right it may otherwise have to an increase in contract price or damages because of any delays. However, should Owner pay NNI Construction Co. for any excusable delays to Subcontractor's work, NNI Construction Co. shall adjust this Subcontractor's price accordingly. In the event NNI Construction Co. prosecutes a claim against Owner for additional compensation for any delay, Subcontractor shall cooperate fully with NNI Construction Co. in the prosecution thereof and shall pay costs and expenses incurred in connection therewith, including actual attorney's fees, to the extent that said claim is made by NNI Construction Co. at the request of or for the benefit of Subcontractor.

### **14. Schedule/Coordination**

14.1 Subcontractor is obligated to perform work in accordance with the schedule as follows: Subcontractor is required to prepare its detailed schedule within the scope of the preliminary master schedule so as not to impede the stated project completion time.

14.2 Subcontractor's assistance and input, with detailed breakdown of work items and duration for each, is required to develop an agreeable and accurate final master schedule. Subcontractors shall submit a statement outlining start date(s), completion date(s) and estimated times for delivery of the major components of its work. Subcontractor shall review the master schedule provided by NNI Construction Co. and provide written notice within (48) hours of receipt if they are unable to perform tasks as indicated. NNI Construction Co. reserves the right to replace the subcontractor if they are unable to perform without impeding the Master Schedule.

14.3 Subcontractor shall cooperate and coordinate its work with all other contractors and furnish them all details and information required for proper coordination of work.

14.4 Subcontractor shall designate a single representative assigned to the project who will be responsible for attending meetings, monitoring schedules and coordinating all activities. Subcontractor's representative shall have the authority to commit the Subcontractor to solutions and /or actions as agreed in these meetings.

## Exhibit C - Terms & Conditions

14.5 Regularly scheduled progress meetings shall be held weekly, unless otherwise scheduled. It shall be the responsibility of each subcontractor to attend these meetings to determine the status of the project and to report on the status of its work.

14.6 It is expressly understood that scheduling requirements may require temporary omissions and out of sequence work as designated by NNI Construction Co.'s superintendent. All "come back" work required for this or other out of sequence work, including re-mobilization, shall be completed on a timely basis at no additional cost to NNI Construction Co. unless otherwise authorized by NNI Construction Co.

14.7 In the event that the Subcontractor is unable to perform per the schedule and subsequently creates out of sequence work or creates the need for other scheduled trades to work premium time, all costs will be back charged accordingly to the Subcontractor.

### 15. Overtime

15.1 When ordered in writing by NNI Construction Co., Subcontractor shall perform base Subcontract work during overtime hours. In the event overtime work is required because of Subcontractor's own delays to the project schedule, i.e. insufficient manpower, submitting shop drawings and other submittals too late for approval per the Project Schedule, no additional compensation shall be granted. In the event overtime is required because of the delays of others, Subcontractor shall be compensated for the net increased labor costs only.

### 16. Shop Drawings and Submittals

16.1 Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the contract documents with reasonable promptness and in such sequences as to cause no delay in the work or in the activities of NNI Construction Co. or other subcontractors.

### 17. Performance/Assignments/Amendments

17.1 NNI Construction Co.'s failure to require strict performance of any provision of the Subcontract shall not constitute a waiver of its rights to require strict performance in the future. Subcontractor shall not assign this Subcontract Agreement without prior written permission of NNI Construction Co. Once executed, this Agreement may only be amended in writing by NNI Construction Co. and the Subcontractor.

### 18. Default by Subcontractor

18.1 Should Subcontractor fail in any manner to perform this work properly or default in the performance of any provision of this Subcontractor or suffer any delay not accepted by NNI Construction Co. and Owner as authorized under the Contract Documents, or should the Subcontractor suffer any form of financial distress so that it could not give reasonable assurance to NNI Construction Co. that it can continue to perform its obligations under this subcontract, NNI Construction Co. may give written notice to the Subcontractor to begin with all necessary diligence to cure such defaults within a twenty-four (24) hour period or failing to do so, NNI Construction Co. may, without prejudice to any other remedies it may have under the law or in equity, terminate this Agreement and look to the Subcontractor for payment of all damages which it incurs. NNI Construction Co.'s remedies shall include, but not be limited to, its right to proceed with the work with its own forces or with other subcontractors on a time-and-material basis or other appropriate basis, the cost of which shall be charged against the balance of any sums due the Subcontractor. In the event of such a breach, in addition to any other remedy NNI Construction Co. may have, the Subcontractor agrees to indemnify, defend, and hold NNI Construction Co. harmless from all losses, damages, expenses, (including attorney's fees) as well as any judgments suffered by NNI Construction Co. because of Subcontractor's acts or omissions in the performance of its work. NNI Construction Co. shall have the right to set off and to deduct from any balance due under this Subcontract Agreement or any other accounts of subcontracts under which NNI Construction Co. is holding funds due the Subcontractor, the amount of any losses, damages, or expenses as described above.

### 19. Claims Resolution Procedure Required by the Prime Contract, etc.

19.1 If the Prime Contract (between NNI Construction Co. and Owner) expressly contains a provision which requires that any and all claims, disputes and /or matters in question arising out of, or relating to or concerning this Agreement or the breach thereof be decided by the claims procedure, including any arbitration and /or forum selection clause, expressly set forth in the Prime Contract, then Subcontractor shall at all times comply with same. If the Prime Contract does not expressly contain any such provision, then all disputes arising out of, relating to or otherwise concerning this Agreement shall be settled pursuant to the terms set forth herein.

19.2 Nothing in this Agreement shall be deemed a limitation of any rights or remedies which Subcontractor may have under the federal or state mechanic's lien laws or under any applicable labor and material payment bonds unless such rights or remedies are expressly waived by Subcontractor.

### 20. Contract Termination

20.1 It is agreed that should the General Contract for the project concerning which this Subcontract Agreement is written be terminated or the progress of the work delayed due to conditions which NNI Construction Co. cannot control, NNI Construction Co. may terminate this Agreement without any liability to the Subcontractor and the Subcontractor shall be entitled to payment for materials and/or labor approved and accepted by NNI Construction Co. and by Owner (including all materials specifically manufactured pursuant to the Subcontract Agreement at the date of its termination), and actually paid to NNI Construction Co. by Owner. Subcontractor shall also be entitled to payment for any unavoidable cancellation or restocking charges for materials orders.

### 21. Key Personnel

21.1 Subcontractor hereby agrees that key personnel assigned to the project shall remain for the duration of this work; reassignment or removal of said key personnel will require NNI Construction Co.'s approval.

### 22. Sub-Subcontractors

22.1 Subcontractor agrees not to sub-subcontract more than 5% of this Subcontract Agreement without the written consent of NNI Construction Co. For all proposed sub-subcontractors more than 5%, Subcontractor shall furnish NNI Construction Co. AIA Documents A-305 or equal Subcontractor's Qualification Statement, not less than five (5) working days prior to final execution of any sub-subcontractor agreement. In accordance with project Contract Documents as defined in Article 1, Subcontractor agrees he shall not contract with any such proposed person or entity to which the Owner or the Architect has a reasonable objection.

22.2 Subcontractor agrees that any part of work performed for the Subcontractor by an approved sub-subcontractor shall be pursuant to a written subcontract between the Subcontractor and each sub-subcontractor. Said written subcontract shall contain provisions that:

- 22.2.1 Require the work to be performed in accordance with the requirements of these Contract Documents.
- 22.2.2 Require the sub-subcontractor to carry and maintain liability insurance coverage in accordance with the Contract Documents.
- 22.2.3 Require the sub-subcontractor to agree to the construction schedule.

## **Exhibit C - Terms & Conditions**

22.3 Upon receipt of payment from the Contractor, the Subcontractor shall promptly disburse from such payment the sums due and owing to any Sub-subcontractor and/or material supplier for their work included in Contractor's payment to Subcontractor .

### **23. Access/Parking**

23.1 The use of and access to the site shall be restricted to those areas and limited to those temporary roads authorized and designated by NNI Construction Co.'s on site superintendent.

23.2 Parking on the job site is restricted to company vehicles and equipment only if allowed by NNI Construction Co.'s superintendent. Subcontractor employees are to park in the designated areas.

### **24. Jobsite Offices/Storage**

24.1 The project may have limited space available for storage; therefore, any on-site storage shall require prior approval of NNI Construction Co. and the project superintendent. Subcontractor's jobsite trailers, materials, tools and equipment may be stored on the jobsite at locations approved by NNI Construction Co. and must be removed or relocated when directed. Subcontractor shall use for this purpose only the minimum space that is absolutely required for proper performance of the work. Any damage or losses resulting from storage of material, tools and equipment shall be remedied at the cost of the Subcontractor . Each Subcontractor shall be responsible for erection, dismantling, maintenance, utilities, security, etc. that they may deem necessary in setting up their trailers, sheds and storage area.

24.2 Subcontractor may establish a temporary office at the job site except that the exact size and location of said facilities shall be subject to the approval of NNI Construction Co.'s superintendent. The temporary office along with any electrical, telephone or similar service for this field office shall be the responsibility of the Subcontractor. As the work progresses, Subcontractor agrees to relocate and/or remove said facilities upon seventy-two (72) hour written notice from NNI Construction Co.'s superintendent.

### **25. Temporary Facilities**

25.1 Temporary facilities furnished by NNI Construction Co. for this Subcontractor's use on the site shall be limited to the following :

25.2 Temporary sanitary services for Subcontractor's personnel. Temporary non-potable water service only after the permanent tap is made at the water main. Water will be available at a minimum of one location, adjacent to the construction area. It shall be the Subcontractor's responsibility to provide hook -ups and extensions as required and to coordinate with NNI Construction Co.'s on-site superintendent.

25.3 Temporary power and lighting for the building shall be specific to OSHA standards and provided by the electrical contractor for all contractors' use. If special or additional services are required, arrangements through NNI Construction Co.'s on-site superintendent will be necessary. However, the contractual relationship shall be directly between the on-site electrical contractor and the Subcontractor.

25.4 Temporary power shall be limited to 120-volt, single-phase temporary electric service in the construction area only after temporary or permanent power is established on the job site. If temporary power is not available or is insufficient for the Subcontractor, Subcontractor shall furnish generators at its own expense. The subcontractor shall be required to provide extension cords for all power tools in accordance with OSHA standards .

### **26. Hoisting and Scaffolding**

26.1 Subcontractor agrees to be solely responsible for all hoisting of materials and all scaffolding necessary for the performance of its own work unless otherwise stated. Unless expressly provided for in the Scope of Work, no provisions for hoisting or scaffolding shall be provided by NNI Construction Co. Any scaffolding or hoisting equipment used by Subcontractor must confirm to all local code requirements including but not necessarily limited to those of state and federal OSHA. All cranes employed by Subcontractor shall have maintenance logs current as of the date on the job site. All logs shall be readily available for review by NNI Construction Co. upon request.

### **27. Material Delivery**

27.1 Material delivery to the job site shall be handled in accordance with the following:

27.1.1 Cost of all shipping of materials, freight to the jobsite and insurance of same to be the responsibility of the Subcontractor.

27.1.2 Subcontractor must notify NNI Construction Co.'s on site superintendent forty-eight (48) hours prior to delivering any materials. Copies of the delivery ticket shall be stamped, showing the actual time and date shipment was received.

27.1.3 Each shipment of materials shall contain a packing slip with the correct nomenclature of the contents of the box or carton containing this information must be so marked. At the time of the shipment, one copy of said packing slip shall be forwarded to the destination of the shipment to alert NNI Construction Co.'s supervisor as to what materials is in transit so that arrangements can be made at least forty-eight (48) hours in advance to receive, allocate and store said materials.

27.2 If Subcontractor fails to adhere to the foregoing notification and other requirements, NNI Construction Co. reserves the right to refuse, warehouse or return to the carrier the shipment in question. All related costs incurred by NNI Construction Co., i.e. handling, storage protection, etc., shall be borne by the Subcontractor.

### **28. Owner's Work Forces**

28.1 Contractor and Subcontractors are advised that the Owner may, at his discretion, employ other contractors or employees of the Owner to perform work on this project. In such event, Subcontractor shall cooperate in scheduling activities in order that the work of all parties can be completed on a timely basis.

28.2 Subcontractor hereby agrees not to perform any work directly for the Owner, or its agents, on the project while under contract with NNI Construction Co. without NNI Construction Co.'s prior approval, which shall not be unreasonably withheld. Failure to abide by this provision shall be considered a material breach of this Subcontract Agreement.

### **29. Layout & Engineering**

29.1 Subcontractor shall perform layout and engineering as required to complete the work within the scope of its respective Scope of Work from vertical and

## Exhibit C - Terms & Conditions

### 30. Protection of Work

30.1 Subcontractor shall take reasonable precautions for safety of and shall provide reasonable protection to prevent damage, injury, or loss to:

30.2 Employees on the jobsite and other persons who may be affected .

30.3 The work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Subcontractor or sub-subcontractors; and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement during construction.

30.4 Subcontractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property as described above caused in whole or in part by the Subcontractor or its Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and not attributable to the fault or negligence of the Subcontractor.

### 31. Dewatering

31.1 Subcontractors who are performing either excavation, trenching, utility and/or concrete work are responsible for keeping their excavations free of water during construction.

### 32. Subcontractor's Tools and Equipment

32.1 Subcontractor shall assume all risks and liability for damage or loss to all materials, tools, or equipment not incorporated in the work and which belong to it or are under its care, custody or control.

### 33. Clean Up

33.1 Subcontractor must clean up and dispose of debris resulting from its work daily to keep the project clean, orderly and hazard free. Material shall be placed in dumpsters provided by NNI Construction Co. Location of dumpsters shall be at NNI Construction Co. 's discretion.

33.2 Upon completion of the work and prior to leaving the site, Subcontractor must receive approval and acceptance by NNI Construction Co. that all final clean up requirements have been met and that the area is ready for final inspection. When directed in writing in the field by NNI Construction Co.'s superintendent, Subcontractor agrees to clean up all debris attributable to its work within twenty-four (24) hours' notice for any given work area or accept the appropriate back charges for cleanup performed by NNI Construction Co. or other subcontractors which shall be billed to Subcontractor on a monthly basis no later than the following month in which the charges are incurred.

### 34. Environmental Compliance

34.1 Subcontractor agrees to comply with pollution and environmental protection regulations for the use of water and other services. Subcontractor further agrees to discharge wastes and storm water drainage from the project site and to comply with whatever "Environmental Impact" commitments may have been made by the Owner in securing approval to proceed with construction of this project. All waste materials and substances (i.e. solvents, cleaners, waste oils, etc.) shall be handled and/or disposed in full compliance with all applicable federal, state, and local statutes, regulations, ordinances and rules by this Subcontractor.

### 35. Cutting and Patching

35.1 Subcontractor shall perform cutting, patching, fire-safing and caulking, as required to complete the work within the scope of its respective subcontracts.

### 36. Revisions/Changes/Change Orders

36.1 IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO THAT SUBCONTRACTOR SHALL NOT BE PAID FOR ANY CHANGE ORDER WORK IF SUBCONTRACTOR DOES NOT COMPLY WITH THE FOLLOWING:

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN ANY OTHER WRITING, NNI CONSTRUCTION CO. SHALL NOT BE RESPONSIBLE TO PAY FOR AND SHALL NOT PAY FOR ALL OR ANY PORTION OF ANY CHANGE ORDER WORK UNLESS AND UNTIL ALL SUCH CHANGE ORDER WORK HAS BEEN APPROVED IN ADVANCE AND IN WRITING BY NNI CONSTRUCTION CO'S DESIGNATED PROJECT MANAGER FOR THE SPECIFIC PROJECT.**

36.2 When NNI Construction Co. so orders in writing, the Subcontractor shall make all changes in the work, which are in the general scope of this Agreement . Adjustments to the contract price or contract time, if any, resulting from such changes shall be set forth in a Subcontract Change Order pursuant to the Contract Documents. No adjustment shall be made for any changes performed by the Subcontractor that have not been ordered in writing by NNI Construction Co.

36.3 As NNI Construction Co., the Owner or Architect provides additional information or revisions, Subcontractor shall review for his work and notify NNI Construction Co. within three (3) calendar days of any costs of schedule changes to the Subcontract Agreement. If no response is received within this time frame it will be assumed that no additional costs or time extensions shall apply.

36.4 Compensation for extra work shall be by one or more of the following methods at the option of NNI Construction Co.:

- 36.4.1 Unit prices contained within the Scope of Work
- 36.4.2 Alternate prices contained in the Scope of Work
- 36.4.3 Negotiated lump sums
- 36.4.4 Negotiated unit prices
- 36.4.5 Cost plus compensation
- 36.4.6 Hourly rates, straight & premium time

36.5 In the case of cost plus compensation, costs shall be defined as and specifically includes the following: Cost of materials, including sales tax and cost of delivery; cost of labor in the field, including social security, old age and unemployment insurance; worker's compensation and general liability costs; bond premiums and rental value of the power tools and equipment at rates not to exceed those contained in the Associated Equipment Distributors Construction Equipment Rental Rates, latest Edition.

## Exhibit C - Terms & Conditions

36.6 Overhead and profit shall include the following: Costs to prepare estimates or shop drawings, wages of superintendents, project managers, non-working foreman, (unless specifically included in the scope of work), timekeepers, watchmen and clerks; also, hand tools, incidentals, general office expenses, interest expense, warranty expenses and all other expenses not included in "costs" as defined above. Unless otherwise stipulated in the Owner -NNI Construction Co. Agreement, the following percentages for overhead and profit are to be added to approved costs:

36.7.1 For any work performed by Subcontractor's own forces, 10% for overhead and 5% for profit.

36.7.2 For work performed by your Sub-subcontractor, 0% for overhead and 5% for profits of the amount due the Sub-subcontractor.

36.7.3 To facilitate checking of quotations for extra or credits, all proposals must be accompanied by complete itemization of cost including labor, materials, equipment and subcontractors.

36.7.4 For field changes, time and material tickets signed by NNI Construction Co.'s superintendent at the jobsite are to verify actual hours worked, materials and equipment used and must be signed within twenty-four (24) hours of completing the work. The verification that the work is additional work outside of the contractual scope is subject to approval by NNI Construction Co.'s Project Manager. No changes shall be approved without such itemization.

### 37. Testing & Performance

37.1 Subcontractor shall be responsible for costs of retesting and correcting or replacing work that fails the Owner's testing or that of local authorities. This subcontractor is also responsible for all costs incurred by other trades due to testing failure of his work.

37.2 Subcontractor agrees that all work performed by Subcontractor shall at all times be, as determined exclusively by NNI Construction Co. in all cases, of good quality, free from any improper and/or any unsatisfactory workmanship and/or any defective materials and in strict conformance with this Subcontract Agreement as well as the Contract Documents.

### 38. Punch List

38.1 All punch list work shall be completed in accordance with the schedule or within seven (7) calendar days. Subcontractor shall give written notification upon completion of punch list.

### 39. Record Documents

39.1 Subcontractor is required to maintain an up-to-date set of "As-Built" drawings if required by project specifications and/or Architects'/Engineers'/Owners'/Property Owners' request. At the completion of the Subcontractor's work, subcontractor shall provide NNI Construction Co. the number of copies of "As-Built" drawings that are required per the Contract Documents and one additional copy for NNI Construction Co.'s use. Subcontractor is also to provide copies of Owner's Operational/Instructional/Maintenance Manuals and training as required by the project specifications.

### 40. Warranty

40.1 Subcontractor warrants to Owner, Architect and NNI Construction Co. that all materials and equipment furnished shall be new unless otherwise specified and that all work under this Agreement shall be of good quality, free from faults and defects and in conformance with the Contract Documents for the period of one year from date of project Substantial Completion. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty provided in this Paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

### 41. Labor Relations and Subcontractor Employees

41.1 Subcontractor shall comply with all provisions of any collective bargaining agreements executed by or on behalf of NNI Construction Co. NNI Construction Co. shall have no liability to Subcontractor for any costs, expenses or liability resulting from any stoppage of work, however causes, arising out of a labor dispute or controversy. Subcontractor shall be liable for all costs, including but not limited to, compensatory and liquidated damages, resulting from work stoppage or other labor disputes associated with Subcontractor, Subcontractor's employees or the Sub-subcontractor(s) of Subcontractor.

41.2 Subcontractor shall employ only competent, well-disciplined workers to perform the work hereunder and Subcontractor agrees to immediately remove and replace any employee(s), including Subcontractor's superintendent, who NNI Construction Co., Owner or Architect deems unsatisfactory.

41.3 The compensation payable to Subcontractor as herein provided includes all sales, gross receipts, excise and other taxes and is not subject to any addition because of taxes which are now or may hereafter be levied. It is hereby agreed that Subcontractor is an independent contractor with the purview of the Internal Revenue Code, the Federal Social Security Act, and all unemployment insurance laws, both State and Federal, and is solely responsible to the Federal and State Government for all payroll taxes, deductions, and contributions by such laws. Subcontractor warrants it shall properly pay all Federal, State and local taxes required to be paid by Subcontractor because of this Subcontract. Subcontractor further warrants that all such taxes are included in the lump sum of this Subcontract as from time to time amended by Change Order.

### 42. Dispute Mechanism, Mediation, Arbitration, etc.

42.1 Subject to the terms in this Section, if any dispute arises out of or relates to this Agreement, including any threatened or actual breach hereof, the parties agree to negotiate in good faith prior to initiating and/or prosecuting any suit for damages; provided, however, the foregoing, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations and/or not preclude any party from seeking temporary, preliminary or permanent injunctive relief, including without limitation specific performance, before any court having appropriate jurisdiction. Any party may make a written request for a meeting with other parties within ten (10) calendar days after receipt of the request or such later period as agreed by the parties. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute at issue. If, within ten (10) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. In addition, negotiation may be waived by a written agreement signed by the parties, in which event the parties may proceed directly to mediation as described below. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within fifteen (15) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option (i.e., mediation), the parties agree to act in good faith in the selection of the mediator and to consider qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert.

### **Exhibit C - Terms & Conditions**

42.1 (Continued) If the parties fail to agree on a mediator within ten (10) calendar days of initiation of the mediation process, the mediator shall be selected by the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect ("AAA"). The parties agree to participate in mediation in good faith for up to ten (10) calendar days from the date of the first mediation session. The mediation session shall take place in Ft. Lauderdale, Florida. The parties will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation. If the efforts to resolve the dispute through negotiation and/or mediation fail, or the parties waive the negotiation and/or mediation process altogether, the parties agree that all disputes arising out of or in connection with this Agreement shall be referred to and conclusively and finally resolved by binding arbitration conducted in Ft. Lauderdale, Florida before and under the administration and rules of the Construction Industry Arbitration Rules of the AAA. If the parties fail to agree on an arbitrator within ten (10) calendar days of initiation of the arbitration process, the arbitrator shall be selected by the AAA. The parties will share the arbitration and arbitrator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the arbitration. The decision of the arbitrator shall be final and binding on the parties. Judgment rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall take all reasonable steps to render his/her decision in writing within ninety (90) calendar days after completion of the arbitration proceeding. Any arbitration proceeding and/or decision as well as any and all related papers, documents, information and/or materials shall at all times remain strictly confidential and shall never be disclosed or otherwise published in any medium, including on any website, social media platform or otherwise.

42.2 Notwithstanding the foregoing or anything to the contrary contained herein, any injunction proceeding, or action shall be brought exclusively in the state or federal courts located in the county of Broward County, in the state of Florida. The parties waive any objection which any party may have now or hereafter to the laying of the venue of any injunction action and the parties hereby irrevocably submit to the jurisdiction of the state or federal courts located in county of Broward County, in the state of Florida in connection with any injunction or like action as explained in this Section. Each party irrevocably waives a trial by jury of any or all issues arising in any action or proceeding between the parties and/or their successors, assigns, under or connected with this Agreement, or any of its provisions

42.3 Subject to the terms herein and except by the written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, any person or entity not a party to the Agreement unless it is shown at the time the demand for arbitration is filed that: (1) such person or entity is substantially involved in a common question of fact or law; (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration; and (3) the interest or responsibility of such person or entity in the matter is not insubstantial. Notwithstanding anything to the contrary contained herein or in any other writing, the Subcontractor shall never join any or all of the following parties or persons in any arbitration or litigation proceeding or action or matter: (I) the Architect and/or any of the Architect's employees, owners, consultants, representatives and/or agents; and/or (II) the Owner or any of the Owner's employees, owners, consultants, representatives and/or agents.

#### **43. Miscellaneous Provision**

43.1 Any assignment, subletting or delegation, by operation of law or otherwise, in whole or in part, by Subcontractor of any portion of its rights, duties or obligations under this Agreement, including without limitation any sums that may be or become due to Subcontractor, without the prior written consent of NNI Construction Co. shall be void.

43.2 NNI Construction Co. shall not recognize or be bound by any assignment of any right to payment earned or to be earned by performance hereunder the Subcontractor unless and until NNI Construction Co. shall receive written notice, which reasonably proves the assignment and identifies the rights assigned. Any assignment hereunder shall be subject to, and NNI Construction Co. reserves, all rights and remedies possessed by or available to NNI Construction Co. by law or under this Agreement as against Subcontractor, its sureties and assigns including, without limitation, rights to set-off, retain moneys, to amend or modify this Agreement, and to assert all other defenses and claims whether or not under this Agreement.

43.3 The making of any assignment by Subcontractor or any consent thereto by NNI Construction Co. shall in no event relieve Subcontractor or its sureties hereunder of any of their obligations, duties, responsibilities or liabilities.

43.4 All notices provided hereunder shall be in writing and shall be sent by facsimile, overnight delivery, registered or certified mail, to the other party at the address stated on the Subcontract Agreement.

43.5 Subcontractor warrants to NNI Construction Co. that it is properly licensed by the state in which the project is located pursuant to all applicable state laws to perform the work described herein.

43.6 Any notices in writing to be given to NNI Construction Co. and the Subcontractor as provided herein shall be deemed to be given if mailed to the respective address of NNI Construction Co. and the Subcontractor hereinafter set forth via certified mail with return receipt requested and /or faxed to the NNI Construction Co. and the Subcontractor at the fax number hereinafter set forth.

43.7 All negotiations, proposals and understandings prior to the date of this Agreement are merged herein and superseded hereby, there being no agreement or understanding with respect to the subject matter of this Agreement except for that contained herein. This Agreement may not be amended, except by a writing signed by NNI Construction Co. and the Subcontractor.

43.8 The individual executing this Subcontractor Agreement does hereby personally represent that they have done so with the full authority to bind the Subcontractor. Furthermore, said signatory of the person named by Subcontractor in its own individual capacities do hereby personally guarantee the performance of their principals and their obligations as per this Subcontract Agreement

43.9 The failure of NNI Construction Co. and the Subcontractor to require performance of any of the obligations under this Subcontractor Agreement shall not waive the rights of the waiving party or all the non-performing party's remaining obligations hereunder.

43.10 The Subcontractor Agreement shall be governed by the laws of the State of Florida, and the arbitration will be held in Broward County.

## Exhibit C - Terms & Conditions

### **CONFIDENTIAL NON-DISCLOSURE AND NON-COMPETE AGREEMENT**

In connection with the Subcontractor providing services related to NNI Construction Co. and Subcontractor's agreement with NNI Construction Co., the Subcontractor agrees and acknowledges that NNI Construction Co. and/or any of its customers may from time to time disclose to or share with the Subcontractor Confidential Information (as defined below).

Subcontractor agrees that Subcontractor shall not at any time: (1) use, (2) disclose, (3) copy; (4) publish, and/or (5) allow access to any Confidential Information without the prior written approval of NNI Construction Co. in each instance. Without limiting the foregoing, Subcontractor agrees not to, without prior written consent of NNI Construction Co. in each instance: (A) disclose to any third-party or person any Confidential Information concerning NNI Construction Co. and/or its customers; and (B) use Confidential Information in any advertising or public relations efforts.

Confidential information: is defined to include, but not limited to, information and/or materials relating the intellectual property and/or business practices of NNI Construction Co. and/or its customers or clients, regardless if written or oral, and including, but not limited to, information and/or materials concerning patents, trademarks, copyrights, trade secrets, including protected as an unpublished or published work, as well as information or materials relating to research and development, inventions, algorithms, compositions, works, concepts, designs, ideas, prototypes, models, samples, means and methods process, writings, notes, business plans, financial information, products, services, inventions, strategic marketing plans, clients, customers, contractors, consultants, agents, strategic partners, sales, profits, pricing methods, personnel, business relationships, and/or anything Subcontractor would view as confidential related to its own business and/or operations.

All right, title, and interest in and to any intellectual property directly or indirectly produced or created by Subcontractor in providing services under the agreement with NNI Construction Co., including with or without any Confidential Information, shall be property of NNI Construction Co. exclusively and shall, at NNI Construction Co.'s election, be permanently destroyed, destroyed or returned to NNI Construction Co. immediately upon NNI Construction Co.'s request.

No Contact, non-Solicit, etc.: During the period of the Subcontractor's services for NNI Construction Co. and for a period of two years after Subcontractor's final day of rendering services under the Agreement between NNI Construction Co. and Subcontractor (regardless if such agreement terminates and/or otherwise expires), the Subcontractor agrees:

(i) not to, directly or indirectly (including with or through any third person, other company, owner of Subcontractor, friend or family member of Subcontractor and/or any third party), render any service to (including as a consultant, employee or owner), be employed by and/or otherwise contact any actual or prospective customer, client or strategic partner of NNI Construction Co. that the Subcontractor learned of and/or otherwise rendered any service to while engaged by NNI Construction Co.

(ii) not to, directly or indirectly (including with or through any third person, other company, owner of Subcontractor, friend or family member of Subcontractor and/or any third party), solicit for hire or solicit for any engagement and/or hire or engage any employee or consultant or contractor of NNI Construction Co.

If any provision or clause of this Exhibit, or portion thereof, is held by any court or other tribunal of competent jurisdiction to be illegal, invalid, unreasonable, or otherwise unenforceable against the Subcontractor, the remainder of such provision shall not be thereby affected and will be deemed to be modified to the minimum extent necessary to remain in force and effect for the longest period and largest geographic area that would not constitute such an unreasonable or unenforceable restriction. It is the express intention of the parties that, if any court or other tribunal of competent jurisdiction construes any provision or clause of this Exhibit, or portion thereof, is held by any court or other tribunal of competent jurisdiction to be illegal, invalid, unreasonable, or otherwise unenforceable against the Subcontractor because of the duration of such provision, the scope of the subject matter, or the geographic area covered thereby, such court or tribunal shall reduce the duration, scope, or area of such provision, and, in its reduced form, such provision shall then be enforceable and be enforced. Moreover, notwithstanding the fact that any provision herein is determined not to be enforceable in equity, NNI Construction Co. will nevertheless be entitled to recover monetary damages as a result of the Subcontractor's breach of such provision.

In addition, Subcontractor agrees that:

a. the restrictions and limitations set forth in this Exhibit are reasonable and valid in geographical and temporal scope and in all other respects are essential to protect the value of the legitimate business interest and assets of NNI Construction Co.

b. the restrictions and limitations set forth in this Exhibit shall not interfere with Subcontractor's ability to earn a living following the termination or expiration of the agreement with NNI Construction Co. and that Subcontractor's ability to earn a livelihood without violating such restrictions is a material condition to NNI Construction Co. entering into this Exhibit.

c. any breach of this Exhibit could cause NNI Construction Co. substantial and irreparable damages, and, therefore, in the event of any such breach, in addition to other remedies which may be available, including applicable laws and/or the remedies set forth in the agreement between NNI Construction Co. and Subcontractor, NNI Construction Co. shall have the right to seek specific performance and other injunctive and equitable relief without the need to post any bond.

In consideration of being retained by NNI Construction Co. and the compensation that Subcontractor may receive for its services, the Subcontractor agrees to the binding nature of this Exhibit. In addition: this Exhibit: (a) shall be binding upon and inure to the benefit of the parties, all their permitted successors, assigns, and/or personal representatives; (b) shall be enforceable and interpreted under the laws of the State of Florida without regard to conflicts of laws principles; and (c) shall survive the termination and/or expiration of any other agreement between NNI Construction Co. and Subcontractor.

## Exhibit D - Billing Procedures

**(PLEASE NOTE: EMAILED COPIES OF BILLING PAPERWORK IS PREFERRED AND ACCEPTED IN LIEU OF MAILING HARD COPIES. ALL INVOICES AND BILLING PAPERWORK IS TO BE SENT TO [INVOICES@NNICONSTRUCTION.COM](mailto:INVOICES@NNICONSTRUCTION.COM))**

Please make a copy of the billing forms (examples available at [www.nniconstruction.com/Subcontractor](http://www.nniconstruction.com/Subcontractor) and keep these as your originals:

- Waiver and Release Upon Progress-Payment
- Waiver and Release Upon Final Payment
- Affidavit of Contractor
- W-9 Request for Taxpayer Identification Number and Certification
- Application and Certificate for Payment (AIA G702)
- Application and Certificate for Payment Continuation Sheet (AIA G703)

### BILLING INSTRUCTIONS:

- A Waiver of Lien and Affidavit of Contractor must accompany each application for payment.
- Do not include Change Orders in your pay request unless you have a signed Change Order in your possession. Change Order requests should be submitted to the attention of the Project Manager, in the form of a letter, not an invoice, and should be in response to a field authorization or proposed change issued by NNI Construction Co.
- Upon approval by the Owner, you will be contacted regarding payment disbursements. Payment will be distributed in exchange for an originally executed Waiver of Lien supported by second tier waivers as applicable.
- An officer of the company is to sign the waiver stating their title along with the company name. The waiver is always to be made for the exact amount of payment received.
- The affidavit reduces the chance of liens being filed by assuring us that the second tier subcontractors and major material suppliers have been paid. Be sure to secure a waiver form for all payments to second tier vendors. Again, an originally signed second tier waiver must be received by NNI Construction Co. to support your sworn statement each thirty (30) day period in order for payment to be made to you.

### SUBCONTRACTOR APPLICATION FOR PAYMENT & PAYMENT CONDITIONS

The following terms and conditions are in Integral part of the Subcontractor Agreement.

#### APPLICATION FOR PAYMENT

NNI CONSTRUCTION CO. IS ONLY ABLE TO PROCESS INVOICES THROUGH OUR ACCOUNTING SYSTEM AFTER OUR SUBCONTRACT AGREEMENT HAS BEEN SIGNED WITHOUT ALTERATION AND RETURNED TO US INCLUDING APPROPRIATE INSURANCE DOCUMENTATION.

CHANGES TO YOUR CONTRACT CANNOT BE BILLED UNTIL A FORMAL CHANGE ORDER HAS BEEN RECEIVED BY YOUR COMPANY FROM A NNI CONSTRUCTION CO. PROJECT MANAGER AND EXECUTED BY BOTH SUBCONTRACTOR AND A NNI CONSTRUCTION CO. OFFICER. ONCE APPROVED, CHANGES SHOULD NOT BE SEPARATELY BILLED, BUT SHOULD BE INCLUDED IN YOUR MONTHLY BILLING AT THE REVISED CONTRACT AMOUNT.

1) Given the requirements of the Owner's contract, Applications for Payments for work performed and accepted by Owner, shall Include the following:

- a) AIA G702 Application and Certificate for Payment (Signed and Notarized)
- b) AIA G703 Schedule of Values (AIA G703) in format approved by NNI Construction Co.
- c) Signed documents for stored materials
- d) Affidavit (completed as direct on the form to insure subcontractor has identified and made all payments which are due and owing to second tier subcontractor and suppliers)
- e) Waiver of Lien

2) All invoice packages must be received no later than the 20th of the month for work performed from the FIRST and projected up to the LAST day of the month. Invoice packages not received by this deadlfne WILL NOT get processed until the following month.

3) Unless the Owner requires current Waivers of Lien with each application for payment, upon NNI Constructin Co.'s receipt of payment from the owner, you will be contacted with the correct information to be inserted in the waiver and affidavit.

4) Owner's payment to NNI Construction Co. is a condition precedent to NNI Construction Co.'s obligation to pay the Subcontractor unless the Owner's refusal to pay is due to a material breach by NNI Constuction Co. of its Agreement with the Owner. If payment to NNI Construction Co. is received from Owner and provided the billing and insurance requirements have been met as required under this Subcontractor Agreement, all payments by NNI Construction Co. on Subcontractor's work accepted by Owner shall be made In the net amount of his request withinten business days of receipt of Owner's payment.

5) At the time the final waiver is required, it shall be In the full amount of the adjusted contract price.

6) Retention shall be held in accord with the contract documents between NNI Construction Co. and the Owner and paid to the Subcontractor after approval and acceptance by Owner and upon payment by Owner to NNI Construction Co.

## Exhibit E - Insurance Requirements

### INSURANCE REQUIREMENTS

#### Equipment:

- NNI Construction Co. may furnish, erect, or provide equipment, appurtenances and devices, motorized or otherwise, for its use to complete its Contract with Owner.
- Should Material Supplier use such items, Material Supplier agrees to insure against claims of injury or damage caused by such items while in Material Supplier's care, custody or control by naming NNI Construction Co. as an insured party.
- Liability limits shall be the same as stated above.
- Physical damage insurance against damage to the items themselves shall be on a "Replacement Cost" basis.

#### Deductible:

Material Supplier shall be responsible for any deductible under its insurance policies.

#### Payment:

It is understood and agreed that authorization is hereby granted to NNI Construction Co. to withhold payments to Material Supplier until a properly executed Certificate of Insurance and endorsement providing insurance as required herein (see attached sample insurance certificate and endorsement), accompanied, by signed Purchase Order Agreement are received by NNI Construction Co.

The failure of NNI Construction Co. to withhold such payments or obtain the required certificates or endorsement shall not be deemed to be a waiver of Material Supplier's obligation to provide the insurance required under the Purchase Order Agreement.

#### Rights of Subrogation:

Material Supplier hereby waive any rights of subrogation against NNI Construction Co., the Owner, the Architect, and any other ADDITIONAL INSUREDS as required by the Purchase Order Agreement.

**Exhibit E - Insurance Requirements**

**ACORD™**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED  <b>Must be same name as on the subcontract agreement.</b>	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:				(In-force policy term)		EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> 3000 Comp Ded <input checked="" type="checkbox"/> 3000 Coll Ded				(In-force policy term)		COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0				(In-force policy term)		EACH OCCURRENCE <b>\$1,000,000</b> AGGREGATE <b>\$1,000,000</b> \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				(In-force policy term)		PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
A	Leased/Rented Equipment				(In-force policy term)		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NNI Construction Co., Owner, and others if required in the Contract Documents are included as additional insured on a primary and non-contributory basis under the above referenced general liability policy per endorsement from CG 2010 (11/85) or equivalent including coverage for ongoing and completed operations (a copy of the additional insured endorsement form must be attached to the subcontractor's certificate of insurance). Subcontractor waives any rights of subrogation under the above referenced general liability and auto liability policies against NNI Construction Co., the Owner, the Architect, and any other ADDITIONAL INSUREDS as required by the subcontract agreement. Subcontractor's policy is endorsed to provide 30 days' notice of cancellation to NNI Construction Co. by certified or registered mail.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
NNI Construction Co. 2005 West Cypress Creek Road Suite 102 Fort Lauderdale, FL 33309	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE (Certificate Must be Signed)

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