

ADDENDUM TO SUBCONTRACT

Contractor _____ Project _____

Subcontractor hereby accepts the terms of the attached subcontract subject to Contractor's agreement with the terms set forth in this Addendum which shall supersede any conflicting terms in any other contract document. Any of the Contractor's terms or conditions in addition or different from this standard addendum are objected to and shall have no effect. Contractor's agreement herewith shall be evidenced by Contractor's signature hereon or by permitting Subcontractor to commence work for the project.

1. Subcontractor shall be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site. Final payment shall be due 30 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Subcontractor's entitlement to payment for properly performed work or suitably stored materials or to require the Subcontractor to continue performance if timely payments are not made to Subcontractor for suitably performed work or stored materials or to void Subcontractor's right to file a lien or claim on its behalf in the event that any payment to Subcontractor is not timely made.

2. The Contractor will withhold no more retention from the Subcontractor than being withheld by the Owner from the Contractor with respect to the Subcontractor's work.

3. All sums not paid when due shall bear an interest rate of 1% per month or the maximum legal rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by the Contractor.

4. No backcharges or claim of the Contractor for services shall be valid except by an agreement in writing by the Subcontractor before the work is executed, except in the case of the Subcontractor's failure to meet any requirement of the Subcontract Agreement. In such event, the Contractor shall notify the Subcontractor of such default, in writing, and allow the Subcontractor reasonable time to correct any deficiency before incurring any cost chargeable to the Subcontractor.

5. Contractor is to prepare all work areas so as to be acceptable for Subcontractor work under the subcontract. Subcontractor will not be called upon to start work until sufficient areas are ready to insure continued work. The Contractor shall furnish all temporary site facilities including suitable storage space, hoisting temporary electrical and water at no cost to Subcontractor.

6. Subcontractor shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the contract. Subcontractor shall not be responsible for delays or defaults where occasioned by causes of any kind and extent beyond its control, including but not limited to: delays caused by the owner, general contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. Subcontractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations caused by others whose acts are not the Subcontractor's responsibility and to time extensions for unavoidable delays. The Contractor shall make no demand for liquidated damages for delays in excess of the amount specified in the subcontract agreement and no liquidated damages may be assessed against Subcontractor for more than the amount paid by the Contractor for unexcused delays to the extent actually caused by Subcontractor.

7. The Subcontractor's equipment and work are guaranteed for a period of one year from the date of substantial completion or use by the Contractor's customer, whichever is earlier. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The exclusive remedy shall be that Subcontractor shall replace or repair any part of its work which is found to be defective. Subcontractor shall not be responsible for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation or normal wear, tear and usage.

8. Work called for herein is to be performed during Subcontractor's regular working hours. All work performed outside of such hours shall be charged for at a rate or amounts agreed upon by the parties at the time overtime is authorized.

9. Contractor shall, if the Owner does not, purchase and maintain all risk insurance upon full value of the entire work and/or materials delivered to the jobsite, which shall include the interest of Subcontractor.

10. The Subcontractor shall indemnify and hold harmless the contractor, Owner, Architect or others from damages only to the extent such damages were caused by any negligent act or omission of the Subcontractor or anyone for whose acts the Subcontractor is liable.

Dated: _____

Contractor:

Subcontractor:

By: _____

By: _____

Title: _____

Title: _____