



N56 W16758 Ridgewood Dr.
Menomonee Falls, WI 53051



Office: 262-252-7000
Fax: 262-252-7001



www.beelerconstruction.com



Partnerships
Built on Trust

CHECK LIST FOR SUBCONTRACT AGREEMENT

- _____ Sign and return one (1) copy of the attached "Subcontract Agreement"
- _____ Note "Due Date" of when invoice is due to Beeler's A/P Department, late invoices will NOT be included in that month's draw (emailed invoices ARE preferred, do not send duplicate hard copy)
- _____ Be sure applicable "Sales Tax" is addressed.
- _____ When invoicing be sure to use attached "Beeler Construction's Subcontractor Application for Payment Form" (Exhibit E) so that your invoice is posted and invoiced properly. If there is more than one form, separate accordingly. Failure to use this form could delay your payment. Please email all invoices to ap@beelerconstruction.com.
- _____ Be sure to include a proper "Lien Waiver Form" (separate lien waivers for each division if multiple invoice forms) with your invoice for more prompt payment.
- _____ Be sure your "Certificate of Insurance" is current and meets all requirements as set forth in Exhibit C.

VENDORS MAY NOT START WORKING ON PROJECT UNTIL ALL FORMS ARE SIGNED AND RETURNED TO OUR OFFICE. No payments for this job will be released until signed "Subcontract", Current "Certificate of Insurance" (on file is acceptable unless A401 states specific project requirements) and "Subcontractor's Safety Requirements" are received as well. Thank you for your cooperation. BEELER CONSTRUCTION, INC.

Please email all invoices to ap@beelerconstruction.com
Do not send duplicate hard copies



N56 W16758 Ridgewood Dr.
Menomonee Falls, WI 53051
Office: 262-252-7000
Fax: 262-252-7001
www.beelerconstruction.com



Partnerships
Built on Trust

SUBCONTRACT AGREEMENT

SUBCONTRACTOR: **SAMPLE VENDOR**
ADDRESS: **1234 EASY STREET, MILWAUKEE, WI**
SUBCONTRACTOR'S PHONE:
SUBCONTRACTOR'S REPRESENTATIVE:
SUBCONTRACTOR'S REPRESENTATIVE E-MAIL:

PROJECT LOCATION ("Jobsite"): **12345 SAMPLE PROJECT**

OWNER NAME ("Owner"):

CONTRACTOR'S REPRESENTATIVE:
REPRESENTATIVE E-MAIL:
PHONE: (C)

This Subcontract Agreement ("Subcontract") is effective as of _____ between Beeler Construction, Inc. ("CONTRACTOR") and the Subcontractor identified above (the "SUBCONTRACTOR") who hereby agrees that all Work specified in the Scope of Work attached as Exhibit B hereto shall be performed by the SUBCONTRACTOR in accordance with all the provisions of this Subcontract, consisting of this Subcontract, Exhibit A (the General Conditions), Exhibit B (the Scope of Work), Exhibit C (the Subcontractor Insurance Requirements), and the CONTRACTOR's agreement with the Owner (the "General Contract") (collectively, the "Contract Documents"). SUBCONTRACTOR agrees to be bound by the terms of the General Contract.

1. WORK TO BE PERFORMED: The services to be performed by SUBCONTRACTOR shall be hereafter referred to as the "Work." In performing the Work, SUBCONTRACTOR shall follow all drawings and the specifications referenced in the Proposal.
2. COMPENSATION: As full consideration for the performance by SUBCONTRACTOR of the Work, CONTRACTOR shall pay to SUBCONTRACTOR compensation of _____ (as it may be adjusted by Change Orders, the "Contract Price") in accordance with the INVOICING AND PAYMENT provision of Exhibit A.
Assume project is taxable unless there is a tax exempt form attached. If a tax exempt project, please issue a deducted change order request to remove tax.
3. SCHEDULE: SUBCONTRACTOR shall commence the Work by not later than _____ and complete the Work by not later than _____. In the event that the dates in the previous sentence are not completed, SUBCONTRACTOR shall commence and complete the work as directed by CONTRACTOR. The dates on which the SUBCONTRACTOR is to commence and completed its Work shall be referred to herein as the "Contract Schedule". SUBCONTRACTOR shall fully complete the Work under the Subcontract in accordance with the Contract Schedule unless directed otherwise by CONTRACTOR or SUBCONTRACTOR is entitled to an adjustment, which shall be documented by Change Order.

This Subcontract embodies the entire agreement between CONTRACTOR and SUBCONTRACTOR and supersedes all other writings. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding not set forth herein. The persons signing below represent that he or she has the authority to bind the parties.

CONTRACTOR:
Beeler Construction, Inc.

Authorized
Signature: _____

Print Name:

SUBCONTRACTOR:
SAMPLE VENDOR

Authorized
Signature: _____

Print Name: _____

Print Title: _____

EXHIBIT A - GENERAL CONDITIONS

1. DEFINITIONS

- a. "Change Order" is a written order signed by CONTRACTOR and SUBCONTRACTOR after execution of the Subcontract indicating changes to the scope of Work, the Contract Schedule, or the Contract Price.
- b. "Day" means a calendar day.
- c. "Dispute" shall mean any unresolved claim, counterclaim, controversy, or other matter in question between SUBCONTRACTOR and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof.
- d. "Final Completion" occurs on the date when SUBCONTRACTOR's obligations under the Contract Documents are complete and accepted by CONTRACTOR.
- e. "Laws" means federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work.
- f. "Parties" are collectively the CONTRACTOR and the SUBCONTRACTOR.
- g. "Project" means the building, facility, and other improvements on which the SUBCONTRACTOR is to perform Work under the Contract Documents.

2. AUTHORIZED REPRESENTATIVES

The SUBCONTRACTOR's Representative is identified in the Subcontract. This person is authorized to represent and act for SUBCONTRACTOR. Such representative shall be present, be represented at the Jobsite, or be reachable by telephone, at all times when Work is in progress, shall be empowered to receive communications on behalf of SUBCONTRACTOR, and shall have the authority to bind the SUBCONTRACTOR through his or her actions. All communications given to the SUBCONTRACTOR's Representative by CONTRACTOR shall be binding upon SUBCONTRACTOR. The SUBCONTRACTOR's Representative shall not be changed without prior written permission from CONTRACTOR. CONTRACTOR shall also appoint an authorized representative to receive communications from SUBCONTRACTOR. Said person shall be identified in the Subcontract.

3. STANDARDS AND CODES

Wherever references are made in this Subcontract to standards or codes in accordance with which the Work under this Subcontract is to be performed, the edition or revision of the standards or codes current on the effective date of this Subcontract shall apply unless otherwise expressly stated.

4. LAWS AND REGULATIONS

All Laws in effect at the time the Work under this Subcontract is performed shall apply to SUBCONTRACTOR and its employees and representatives. If SUBCONTRACTOR discovers any discrepancy or inconsistency between this Subcontract and any Law, SUBCONTRACTOR shall immediately notify CONTRACTOR in writing.

5. SUB-SUBCONTRACTORS

SUBCONTRACTOR shall not subcontract with anyone without CONTRACTOR's prior approval, which may be withheld in CONTRACTOR's sole discretion. If CONTRACTOR approves a sub-subcontractor or supplier, SUBCONTRACTOR shall at all times be solely responsible for their work quality. CONTRACTOR may request the removal of a sub-subcontractor or supplier, or the individual employees of either, for cause at any time, and SUBCONTRACTOR agrees to comply and to promptly provide acceptable replacement personnel. CONTRACTOR agrees not to direct or interfere with the Work performed by SUBCONTRACTOR's sub-subcontractors or material suppliers.

6. UTILITIES

If SUBCONTRACTOR requires water or electric power for performance of the Work, it must notify CONTRACTOR not less than five (5) days before commencing Work so that CONTRACTOR may make proper arrangements with the Owner. If no notice is provided to CONTRACTOR, it shall be assumed that no utilities are needed, and any utilities needed thereafter for the performance of Work shall be the SUBCONTRACTOR's responsibility to obtain, at SUBCONTRACTOR's cost.

7. CONSTRUCTION MATERIALS

All materials and Work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards.

8. TAXES

SUBCONTRACTOR is responsible for the payment of all required sales/use taxes and shall pay same directly to the Department of Revenue for the state in which the Project is located.

9. SUPERVISION, COORDINATION, AND DIRECTION

SUBCONTRACTOR shall supervise, coordinate, and direct the Work. SUBCONTRACTOR shall be responsible for and have control over the construction means, methods, techniques, sequences, procedures, and coordination of all portions of the Work, unless the Contract Documents provide other specifications or instructions.

10. COOPERATION WITH OTHERS

CONTRACTOR and other contractors may be working at the Jobsite during the performance of the Work and SUBCONTRACTOR's use of certain facilities may be interfered with as a result of such concurrent activities. If the work of others interferes with SUBCONTRACTOR's ability to perform its Work, it shall immediately notify CONTRACTOR in writing, who shall schedule the order of performance to minimize interferences with SUBCONTRACTOR's ability to perform Work. Any change in the Contract Price or Contract Schedule due to such interference shall be determined as outlined in the section herein titled CHANGES. If SUBCONTRACTOR does not notify CONTRACTOR of any interference by CONTRACTOR or other contractors working at the Jobsite within two (2) days of such interference, SUBCONTRACTOR waives the right to later ask for an extension to the Contract Schedule or an adjustment to the Contract Price.

11. DRAWINGS AND SPECIFICATIONS

- a. If there are drawings or specifications for this Project which affect SUBCONTRACTOR's Work, they are identified as follows:

Architect/Designer: (the "Architect")

<u>Title</u>	<u>Date</u>

- b. Prior to the commencement of Work, SUBCONTRACTOR shall examine and compare the drawings and specifications, if any, with information furnished by CONTRACTOR, relevant field measurements taken by the SUBCONTRACTOR, and any visible conditions at the Jobsite affecting the Work.
- c. SUBCONTRACTOR shall promptly notify CONTRACTOR of any omissions or discrepancies in any specifications or drawings that SUBCONTRACTOR reasonably identifies. By performing Work without notifying CONTRACTOR of omissions and discrepancies that SUBCONTRACTOR should have reasonably identified, SUBCONTRACTOR accepts responsibility for resolving said errors and deficiencies.

12. JOBSITE CONDITIONS

- a. The SUBCONTRACTOR acknowledges that it has visited the Jobsite to visually inspect the general and local conditions which could affect the Work. SUBCONTRACTOR is responsible for ensuring that the Work area is in sound condition and capable of withstanding normal construction activities.
- b. If the conditions encountered at the Jobsite are (a) subsurface conditions or conditions materially different from those indicated in the Contract Documents; or (b) unusual or unknown conditions materially different from those ordinarily encountered or generally recognized as inherent in the Work provided for in the Contract Documents, the SUBCONTRACTOR shall stop Work in the affected area and give prompt notice of the condition to the CONTRACTOR. The SUBCONTRACTOR shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Schedule shall be determined as outlined in the section herein titled CHANGES.

13. PERMITS

SUBCONTRACTOR shall procure all permits, licenses, certifications and other applicable governing authority requirements and inspections applicable to the SUBCONTRACTOR's scope of Work.

14. DELAYS

If the SUBCONTRACTOR is delayed at any time in the commencement or progress of Work due to any cause not the fault of or foreseeable or preventable by the SUBCONTRACTOR (including, but not limited to, delay in making selections or approving submittals, stop work orders, and labor disputes), the SUBCONTRACTOR may be entitled to an adjustment in the Contract Schedule and the Contract Price (if additional costs are incurred) in the sole discretion of the CONTRACTOR, which shall be documented by Change Order; provided, however, that SUBCONTRACTOR provides notice of such delay to CONTRACTOR within five (5) days of becoming aware of such delay. If SUBCONTRACTOR fails to provide timely notice of delay to CONTRACTOR, then SUBCONTRACTOR waives its right to seek an adjustment in the Contract Schedule and the Contract Price (if additional costs are incurred).

15. SAFETY AND HEALTH

SUBCONTRACTOR shall be solely responsible for conducting operations under this Subcontract in accordance with the Subcontractor Safety Requirements (Exhibit D) prepared by CONTRACTOR, which shall be incorporated by reference into this Subcontract.

16. ENVIRONMENTAL REQUIREMENTS

- a. "Hazardous Materials" are substances or materials identified now or in the future as hazardous under Laws, or any other substances or materials that may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or cleanup.
- b. If Hazardous Materials are discovered at the Jobsite and the location of such affects SUBCONTRACTOR's ability to perform its Work, SUBCONTRACTOR shall immediately stop work and notify the CONTRACTOR so that the CONTRACTOR may advise the Owner. SUBCONTRACTOR shall not be required to commence Work until all Hazardous Materials discovered at the Jobsite have been removed or determined to be harmless.
- c. If the SUBCONTRACTOR incurs additional costs or is delayed due to the presence or remediation of Hazardous Materials, the SUBCONTRACTOR may be entitled to an equitable adjustment in the Contract Price or Contract Schedule, which shall be documented by Change Order.

17. RESPONSIBILITY FOR WORK, SECURITY, AND PROPERTY

- a. SUBCONTRACTOR's responsibility for materials and equipment required for the performance of this Subcontract shall include: (i) Delivering from storage to construction site all equipment as required; and (ii) Maintaining complete and accurate records for CONTRACTOR's inspection of all materials and equipment received, stored and issued for use in the performance of the Subcontract.
- b. SUBCONTRACTOR shall conduct all operations under this Subcontract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite.
- c. SUBCONTRACTOR shall comply with all security requirements for the Jobsite.
- d. SUBCONTRACTOR shall plan and conduct its operations so as not to: (i) Damage, close or obstruct any utility installation, highway, road or other property; or (ii) Disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or structure.

18. INVOICING AND PAYMENT

- a. SUBCONTRACTOR shall submit to CONTRACTOR monthly invoices for its properly completed work. SUBCONTRACTOR shall submit its monthly invoice by not later than the **day of each month.** All invoices shall be sent to ap@beelerconstruction.com and must include Beeler Construction's Subcontractor Application for Payment Form (Exhibit E). Invoices sent to the Contractor's Representative will not be accepted and processed for payment.
- b. CONTRACTOR shall pay SUBCONTRACTOR for all properly submitted invoices not subject to withholding by CONTRACTOR within five (5) business days of receipt of the following: (1) payment from Owner; (2) unconditional lien waivers from SUBCONTRACTOR and all sub-subcontractors, laborers, and material suppliers that SUBCONTRACTOR has engaged for all Work performed by SUBCONTRACTOR since commencement of the Work through the date CONTRACTOR makes payment; and (3) a current Certificate of Insurance from SUBCONTRACTOR.
- c. For each progress payment made prior to Final Completion of the Work, the CONTRACTOR may withhold **10.00 %**, as retainage, from the payment otherwise due. CONTRACTOR shall not be required to release retainage until Final Completion of the entirety of the Work. After Final Completion of the entire Work and receipt of retainage from the Owner, CONTRACTOR shall make payment of all retainage to SUBCONTRACTOR.

19. LIENS AND LIEN WAIVERS

- a. Along with SUBCONTRACTOR's monthly invoice, SUBCONTRACTOR shall submit conditional partial lien waivers from itself and all sub-subcontractors, laborers, and material suppliers that SUBCONTRACTOR has engaged for all Work performed by SUBCONTRACTOR since commencement of the Work through the date of SUBCONTRACTOR's invoice.
- b. In contemporaneous exchange for the payment described in (b) of the previous section, SUBCONTRACTOR shall submit unconditional partial lien waivers from itself and all sub-subcontractors, laborers, and material suppliers that SUBCONTRACTOR has engaged for all Work performed by SUBCONTRACTOR since commencement of the Work through the date CONTRACTOR makes payment.
- c. In contemporaneous exchange for final payment, SUBCONTRACTOR shall submit a final unconditional lien waiver from itself and all sub-subcontractors, laborers, and material suppliers that SUBCONTRACTOR has engaged.
- d. In the event a lien is filed, SUBCONTRACTOR shall take all efforts to contest or remove the lien. If SUBCONTRACTOR fails to promptly comply with the foregoing requirements, CONTRACTOR may remove such liens. SUBCONTRACTOR shall reimburse CONTRACTOR for all costs and attorneys' fees incurred in connection with the removal of such liens, or CONTRACTOR may deduct such costs from payments or other monies due, or which may become due, to SUBCONTRACTOR.

20. CHANGES

SUBCONTRACTOR may request or the CONTRACTOR may order changes in the Work or the timing or sequencing of the Work that impacts the Contract Price or Contract Schedule. All such changes shall be memorialized in a written Change Order. For changes in the Work, CONTRACTOR and SUBCONTRACTOR shall negotiate an adjustment to the Contract Price or the Contract Schedule in good faith and conclude negotiations as expeditiously as possible. A Change Order shall be signed by the Parties prior to SUBCONTRACTOR's commencement of any new work. SUBCONTRACTOR shall not perform changes in the Work until a Change Order has been executed by the Parties.

21. CLEANING UP

SUBCONTRACTOR shall, at all times, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, SUBCONTRACTOR shall promptly remove from the work area all its equipment and temporary structures not to be used at or near the same location during later stages of the Work.

22. WARRANTY

- a. SUBCONTRACTOR agrees to warrant the Work to the same extent as CONTRACTOR has agreed to warrant its work in the General Contract, but such warranty shall not be less than the warranty provided below in (b). SUBCONTRACTOR agrees to require the same from its laborers, sub-subcontractors, and material suppliers.
- b. In the absence of a General Contract, SUBCONTRACTOR warrants that the Work shall be free from defects and in compliance with the Contract Documents. SUBCONTRACTOR's warranty as set forth above shall commence on the date SUBCONTRACTOR receives final payment and run for a period of 1 year. SUBCONTRACTOR shall assign and provide to CONTRACTOR all manufacturers' warranties which apply to products, equipment, systems, or materials incorporated into the Work. While any products, equipment, systems, or materials which are covered by a manufacturer's warranty shall be covered exclusively by that warranty, SUBCONTRACTOR agrees to assist CONTRACTOR in making any warranty claim under a manufacturer's warranty covering products, equipment, systems, or materials installed by SUBCONTRACTOR. The SUBCONTRACTOR shall obtain from its sub-subcontractors and laborers any special or extended warranties required by the Contract Documents and provide them to CONTRACTOR. The SUBCONTRACTOR agrees to provide assistance to the CONTRACTOR or Owner in enforcing the obligations of sub-subcontractors or material suppliers for such special or extended warranties.

23. INDEMNITY

SUBCONTRACTOR agrees to indemnify the CONTRACTOR to the same extent as CONTRACTOR has agreed to indemnify the Owner in the General Contract, but such indemnity shall not be less than the indemnity provided below in (b). SUBCONTRACTOR agrees to require the same from its subcontractors and material suppliers.

In the absence of a General Contract, then to the fullest extent permitted by law, SUBCONTRACTOR shall indemnify and hold harmless the Owner, the CONTRACTOR and the agents, principals, and employees of each from all claims for bodily injury or property damage, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of the Work, but only to the extent caused by the intentional or negligent acts or omissions of the SUBCONTRACTOR and its agents, principals, employees, subcontractors, and material suppliers. SUBCONTRACTOR agrees to require the same from its subcontractors, laborers, and material suppliers.

24. SUBCONTRACTOR'S INSURANCE

SUBCONTRACTOR agrees to provide all insurance policies, coverages, and endorsements as set forth on Exhibit C to the Subcontract.

25. TERMINATION OF GENERAL CONTRACT

If the Owner terminates the General Contract, whether for convenience or for cause, SUBCONTRACTOR agrees that CONTRACTOR may terminate this Subcontract by written notice to SUBCONTRACTOR. Such notice shall specify the extent to which the performance of the Work is terminated and the effective date of such termination.

26. TERMINATION FOR CAUSE BY CONTRACTOR

- a. Notwithstanding any other provisions of this Subcontract, SUBCONTRACTOR shall be considered in default of its contractual obligations under this Subcontract if it:
 - i. Performs work which fails to conform to the requirements of this Subcontract;
 - ii. Fails to conform to any of the other requirements of this Subcontract;
 - iii. Fails to conform to the requirements of any other subcontract between CONTRACTOR and SUBCONTRACTOR;
 - iv. Abandons the work;
 - v. Engages in behavior that is dishonest, fraudulent or constitutes a conflict of interest with SUBCONTRACTOR's obligations under this Subcontract;
 - vi. SUBCONTRACTOR files for relief under the United States Bankruptcy Code; or
 - vii. SUBCONTRACTOR makes a general assignment for the benefit of creditors.
- b. Upon the occurrence of any of the foregoing, CONTRACTOR shall notify SUBCONTRACTOR in writing of the nature of the failure and of CONTRACTOR's intention to terminate the Subcontract or a specified portion of the Work for cause. If SUBCONTRACTOR does not cure such failure within three (3) days after receipt of notification or fails to provide satisfactory evidence that such default will be corrected within a reasonable time, CONTRACTOR may, by written notice to SUBCONTRACTOR, terminate in whole or in part SUBCONTRACTOR's right to proceed with the Work and CONTRACTOR may prosecute the Work to completion.
- c. When the CONTRACTOR terminates the Subcontract, the SUBCONTRACTOR shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner or CONTRACTOR and not expressly waived, such excess shall be paid to the SUBCONTRACTOR. If such costs and damages exceed the unpaid balance, the SUBCONTRACTOR shall pay the difference to the CONTRACTOR.

27. DISPUTE RESOLUTION

SUBCONTRACTOR agrees that any Dispute shall be adjudicated in the dispute resolution forum set forth in the General Contract. In the absence of a General Contract, the following shall apply:

- a. Upon the occurrence of a dispute, either party shall provide written notice of said dispute to the other within fifteen (15) days after a dispute arises (a "Notice of Dispute"). A Notice of Dispute shall include a description of the nature of the dispute and the remedy sought by the party provided notice. The Parties shall endeavor to resolve the Dispute by mediation with a mediator mutually acceptable to the Parties. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) days of the issuance of a Notice of Dispute by either party. The costs of the mediator shall be equally shared by the Parties.
- b. All Disputes which are not resolved by mediation shall be resolved in Milwaukee, Wisconsin by arbitration with an arbitrator mutually acceptable to the Parties. If the Parties cannot agree on an arbitrator, either party may petition the Waukesha County Circuit Court for appointment of an arbitrator. Such arbitration shall be in accordance with the American Arbitration Association Construction Industry Arbitration Rules currently in effect.
- c. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- d. In the event of any arbitration hereunder or any action or proceeding to enforce any arbitration award hereunder, the prevailing party, as determined by the arbitrator, shall be entitled to recover from the other party all costs and expenses, arbitration fees and reasonable attorney's fees, incurred by the prevailing party in connection with such arbitration.

SUBCONTRACTOR consents to be joined to any dispute resolution proceeding between CONTRACTOR and Owner. SUBCONTRACTOR agrees to require the same consent from its subcontractors and material suppliers.

28. FORCE MAJEURE

- a. SUBCONTRACTOR shall be excused from performing any of its obligations (except payment) to the extent delay in performance or inability to perform is caused by an event that is not within SUBCONTRACTOR's reasonable control or reasonable advance planning. SUBCONTRACTOR shall not be excused to the extent such events result from such SUBCONTRACTOR's negligence or failure to perform any obligations under this Contract including failure to reasonably anticipate ascertainable events or its failure to utilize commercially reasonable work around or alternate solutions. Force Majeure may include flood, lightning, earthquake, fire, explosion, epidemic, quarantine, hurricane, tornado, storm, war (declared or undeclared), riot or similar civil disturbance, strikes, work stoppages, lockouts and other labor disputes, acts of nature or the public enemy (including acts of terrorism), blockade, insurrection, revolution, acts, unavailability of fuel, power or raw materials if the cause thereof otherwise would qualify as a Force Majeure. Force Majeure may also include any change in Law, including any new or additional Permit requirements, which occurs after the date hereof. Any change in Law announced or enacted prior to the date this Contract is executed that takes effect after such date does not count as a change in Law.
- b. If SUBCONTRACTOR's performance of this Contract is delayed by a Force Majeure occurrence, SUBCONTRACTOR shall immediately, but no longer than two (2) days after such Force Majeure event, provide CONTRACTOR written notification of the delay and its estimated duration.
- c. If SUBCONTRACTOR's performance of the Work is delayed by a Force Majeure event, CONTRACTOR will grant an appropriate extension of time, which shall be documented by Change Order.
- d. If a Force Majeure event causes an increase or decrease in the cost or time of performance of the Work, an equitable adjustment shall be made and documented by Change Order.

29. NON-WAIVER

Failure by CONTRACTOR to insist upon strict performance of any terms or conditions of this Subcontract or failure or delay in exercising any rights or remedies provided herein or by law shall not be deemed a waiver of any right of CONTRACTOR to insist upon strict performance hereof or any of its rights or remedies in the future.

30. SEVERABILITY

The provisions of this Subcontract are severable. If any provision shall be determined to be illegal or unenforceable, such determination shall have no effect on any other provision hereof, and the remainder of the Subcontract shall continue in full force and effect.

31. SURVIVAL

All terms, conditions and provisions of this Subcontract, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this Subcontract.

32. APPLICABLE LAW

This Subcontract shall be governed by and construed in accordance with the laws of the state in which the Project is located.

EXHIBIT B - SUBCONTRACTOR'S SCOPE OF WORK

EXHIBIT C - SUBCONTRACTOR'S INSURANCE REQUIREMENTS



CERTIFICATE OF LIABILITY INSURANCE

Should be Current

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 have ADDITIONAL INSURED provisions or 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 Insurance Agency	CONTACT NAME: Agency Contact PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Agency Email														
INSURED Name of Contractor Address of Contractor	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Insurance Carrier</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Insurance Carrier		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Insurance Carrier															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 1734794760 **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. Limits not less than:

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
C	AUTOMOBILE LIABILITY ANY AUTO <input checked="" type="checkbox"/>	X	X				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>						
X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X				EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N	N/A	X				PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability						\$1,000,000 Each Claim & \$1,000,000 Agg.
	Pollution Liability						\$1,000,000 Each Claim & \$1,000,000 Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Beeler Construction, Inc., Owner, and Architect/Architect's consultants are included as an additional insured on a primary non-contributory basis for General Liability (CG 20 10 & CG 20 37, or equivalent), Auto Liability, and Umbrella Liability when required by written contract. A waiver of subrogation applies in favor of Beeler Construction, Inc. on Workers Compensation, General Liability, Auto Liability, and Umbrella Liability.

Listing Beeler and Owner as Additional Insured is non-negotiable

Language should match what is above in description

CERTIFICATE HOLDER Beeler Construction, Inc. N56W16758 Ridgewood Drive Menomonee Falls WI 53051	CANCELLATION 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 Signature Included
---	--



N56 W16758 Ridgewood Dr.
Menomonee Falls, WI 53051



Office: 262-252-7000
Fax: 262-252-7001



www.beelerconstruction.com



**Partnerships
Built on Trust**

EXHIBIT D - Subcontractors Safety Requirements

The employees and subcontractors of Beeler Construction, Inc. are the company's most valuable resource. It is the policy of Beeler Construction, Inc. to provide a safe and healthful work place for all employees and subcontractor's employees through the establishment of rules, procedures and programs which are strictly enforced at all jobsites and locations. It is also the intent of Beeler Construction, Inc. to comply with all federal, state and local safety standards, codes and regulations.

Because of the multi-employer work site provisions of OSHA's inspection policy, Beeler Construction, Inc. may be subject to penalties and citations that result from a subcontractor's operations or actions. Because of this, Beeler Construction, Inc. requires its subcontractors to show evidence of an effective safety program and that its subcontractors indemnify Beeler Construction, Inc. for the amount of any OSHA penalties Beeler Construction, Inc. receives that are the direct result of the actions, or failures to act, of any of its subcontractors.

Subcontractors for Beeler Construction, Inc. must have a written safety program that identifies safe work practices and procedures appropriate for the work being performed. These procedures may include, but are not limited to, general safety rules and site specific requirements, OSHA record keeping, chemical hazard communication, SILICA SAFETY (per Section 1926.1153), respiratory protection, fall protection, lock out and tag out, excavation safety, confined space entry, electrical safety, scaffolding, ladders, etc.

The subcontractor's safety program must provide for on-going safety training of its employees through regular tool box safety talks, new employee safety orientation, and specialized training such as fall hazards and prevention, personal protective equipment, hazard communication, respirator training, excavation safety, etc. Subcontractors must maintain documentation of all safety training and make it available for review by Beeler Construction, Inc. management.

Each subcontractor's safety program must also provide for frequent and regular safety inspections of the jobsite by a "competent person": Made available for review by Beeler Construction's management. Deficiencies noted during inspections must be corrected or eliminated. Conditions or defects noted during the inspection that are not within the control of the inspecting subcontractor to correct, must be brought to the attention of the Beeler Construction, Inc. superintendent.

Subcontractors will attend pre-job meetings and Safety Orientations before starting work on the project when required by Beeler personnel. In addition, Beeler Construction, Inc. may conduct onsite Safety Meetings, Safety Analysis/Hazard Assessments and Job Safety Inspections, of which the Subcontractors will be required to participate in, upon Beeler's request. At the completion of the project a Post-Job Safety Performance review may be conducted of which is also required to be completed by Subcontractor upon request.

Subcontractor shall defend, indemnify and hold harmless General Contractor from and against all claims, penalties, fines, losses, judgments, liabilities, settlements, costs and expenses, including but not limited to attorney's fees, companies safety consultants fees, arising out of, relating to, or incurred in connection with the breach or violation of any occupational safety and health administration ("OSHA") laws, rules, or regulations by Subcontractor, any of Subcontractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

Thank you for your cooperation in this most important matter.

I acknowledge that I have read and understand my responsibilities for safety and OSHA compliance. I understand that I may be held responsible for the amount of any OSHA penalty imposed upon Beeler Construction, Inc. as a general contractor, for OSHA violations created or caused by my operations; and that my contract may be terminated at any time for failure to follow OSHA regulations and the requirements imposed by Beeler Construction, Inc.

JOB NAME:

DESCRIPTION OF WORK

EXHIBIT E - Beeler Construction Subcontractor's Application for Payment

DATE: _____

PAYMENT REQUEST #: _____

**To: Beeler Construction, Inc.
N56W 16758 Ridgewood Drive
Menomonee Falls, WI 53051**

**Phone: 262-252-7000
E-mail: ap@beelerconstruction.com**

From:

Phone:

STATEMENT OF CONTRACT ACCOUNT:

CONTRACT AMOUNT

APPROVED CHANGE ORDER

ADJUSTED CONTRACT AMOUNT

PREVIOUS DRAWS - total of all previous draws

DRAW REQUEST (MAIN CONTRACT)

DRAW REQUEST (CHANGE ORDER)

TOTAL DRAW REQUEST - total this period

LESS RETAINAGE THIS PERIOD - this draw only

NET DUE THIS PERIOD - this draw only

BALANCE TO FINISH - including retainage

CERTIFICATE OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto), between the undersigned and BEELER CONSTRUCTION, INC. relating to the above referenced Project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the contractor, to (1) all my subcontractor (sub-subcontractors) and (2) for all materials and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal, State, and local tax laws, including Social Security laws and Unemployment laws and Workers Compensation laws insofar as applicable to the performance of this contract.

Vendor's Invoice # _____

By: _____
Authorized Signature

Title: _____

Date: _____

Office Use Only

Contract #
Vendor #
Job #
Cost Code #

Posted & Verified _____ **Approved** _____