



Tarlton Corporation, 5500 West Park Avenue, St. Louis, Missouri 63110 (hereinafter referred to as "Tarlton"), and **TARLTON CORPORATION-CORE, 5500 West Park Avenue Saint Louis, MO 63110-1853** (hereinafter referred to as "Subcontractor") agree to the terms of this Subcontract (hereinafter referred to as "Agreement" or "Subcontract") effective as of the earlier of 12/13/2017 or the date that Subcontractor began work on this project:

PROJECT: **TARLTON PROJECT NUMBER 18001-
INNER COMPANY CHARGES
5500 WEST PARK AVENUE
ST. LOUIS, MO 63110**

OWNER: **TARLTON CORPORATION
5500 WEST PARK AVENUE
ST. LOUIS, MO 63110**

**ARCHITECT/
ENGINEER:**

SUBCONTRACTOR: **TARLTON CORPORATION-CORE
5500 WEST PARK AVENUE
SAINT LOUIS, MO 63110**

The scope of work to be performed on the Project by Tarlton (hereinafter referred to as "The Work") is described within the Contract Documents identified on Attachment A to this Subcontract. All of the listed Contract Documents are incorporated into this Subcontract by reference.

Article 1

Scope of Work

Subcontractor, as an independent contractor, agrees to perform that portion of the work described in Attachment "B".

As it pertains to Subcontractor's portion of the Work, Subcontractor assumes towards Tarlton all of the obligations and responsibilities which Tarlton has assumed to the Owner under the Contract Documents. Tarlton shall have the benefit of all rights and remedies against Subcontractor which the Owner has against Tarlton under the Contract Documents. Copies of the Contract Documents (excluding financial data contained in Tarlton's Contract with the Owner) are available for review in Tarlton's corporate offices.

Subcontractor also assumes toward Tarlton all of the obligations and responsibilities which Tarlton has assumed toward the Architect or Engineer under any agreement relating to the transmission, possession, or use of digital data relating to the Project - including, but not limited to, any Building Information Modeling and Digital Data Agreement or Digital Data Licensing Agreement - and any such agreement is hereby deemed a Contract Document. Tarlton shall have the benefit of all rights and remedies against Subcontractor which the Architect or Engineer has against Tarlton under any such agreement. A copy of any such agreement shall be made available for review in Tarlton's corporate offices. For purposes of this paragraph, "digital data" shall have the same meaning as set forth in the agreement between Tarlton and the Architect or Engineer; or in the absence of such a definition, shall mean information, communications, drawings or designs created or stored for the Project in digital form.

Subcontractor agrees to perform the work under the general direction of Tarlton and subject to the final approval of the Architect/Engineer (or other specified representative of the Owner) in accordance with and as reasonably inferable from the Contract Documents.

Unless noted otherwise in the contract with the Owner, in the case of inconsistency between any of the Contract Documents, the better quality or greater quantity of work shall be deemed required.

If Tarlton's contract has not been finalized with the Owner, Tarlton reserves the right to modify this Subcontract based on the finalized Owner Contract. Tarlton reserves the right to terminate this Subcontract without any liability of any kind if an agreement is not reached between Tarlton and the Owner for this Project.

Subcontractor's obligations under this Subcontract shall apply to any and all work performed on the Project by or for Subcontractor, including, but not limited to, Change Order work, extra work and work performed on Subcontractor's behalf by Tarlton or others.

Article 2

Safety

Tarlton's goal on every project is Zero Harm. By signing this Subcontract, Subcontractor acknowledges and agrees to perform the work in a manner to achieve this goal.

Subcontractor agrees to observe and comply with the following regulations or safety programs and will abide by the more strict provision should there be a conflict between any of them.

The Occupational Safety and Health Act of 1970, the Mine Safety Act, and/or Corps of Engineers (EM-385) (whichever is applicable to the Project will be designated in

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ent F) including any and all amendments and revisions thereof, or any other Federal, State, or Local requirements that may be applicable.

The Owner's Safety Program or requirements (see Attachment F)

Tarlton's Corporate Safety Program (incorporated via reference and available for review in Tarlton's corporate offices) or on the project site.

Tarlton's Site Specific Safety plan (see Attachment F)

The following are minimum safety requirements that shall be observed on all of Tarlton's projects (Additional project-specific requirements may be contained in the above documents.):

Wearing of hard hat, safety glasses (ANSI approved with side shields, including prescription eyewear), work boots, and appropriate construction attire (long pants and shirt with sleeves);

Regardless of whether general construction clean-up is provided by Tarlton, Subcontractor shall maintain their work areas in a neat, orderly, and OSHA compliant manner at all times and shall police their areas at the end of each work day;

All efforts must be made to engineer out the hazard of falling regardless of height (even 1' off the ground or floor); stable working surfaces/platforms must be provided for all work. If fall exposures cannot be prevented, all trades working at a height of 6' or more must use 100% fall protection, personal fall arrest systems (PFAS) designed to limit the fall distance between 2' and 6' and prevent contact with a lower level.

Fall Protection references in Subpart R of the OSHA Steel Erection Standard will not be applicable while working on Tarlton projects, furthermore Tarlton does not allow the use of safety monitors as fall protection. This section applies to all personnel and trades.;

Also see 2.3.3 Fall Protection above. Proper use and/or construction of all ladders, scaffolds, and work platforms. Tarlton requires guardrails on all scaffolds regardless of height, fall protection may be required in these instances. Scaffolds must be inspected daily and tagged to indicate that the scaffold meets all required criteria or to identify other hazards present.;

Proper construction and protection/barricading of all excavations;

Proper covering and/or barricading of openings of any sort resulting from their work and should removal of existing fall protection be required, Subcontractor shall replace it prior to leaving the work area for any reason;

Proper protection from fire while burning, cutting or welding, including fire watch as required; and

Adherence by all on site employees to an industry-accepted drug testing program like the St. Louis Area Drug Consortium. Acknowledgment of compliance shall be required prior to mobilization.

Traffic control and flagmen will be required for deliveries interfering with the public right-of-way or jobsite traffic flow. See Attachment F for the jobsite logistics plan.

Subcontractor shall perform daily Job Hazard Analysis reports, weekly tool box talks, and weekly safety audits of their work areas. Documentation of these activities shall be provided to Tarlton weekly. See Attachment F for additional safety documentation requirements (if any).

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All Subcontractor personnel (and lower tier contractor personnel) working on-site shall attend Tarlton's site-specific and owner's (if any) orientations prior to beginning their work.

Subcontractor shall assume all responsibilities of Tarlton with respect to Subcontractor's work, and to indemnify, defend, and save Tarlton harmless from any and all penalties, damages or other losses resulting from the failure of Subcontractor to perform this Subcontract in accordance with the above mentioned acts or other more stringent requirements specified in the contract documents.

Subcontractor shall promptly advise Tarlton of any investigation or inspection by Federal, State, or Local safety and health authorities of Subcontractor's work areas at the jobsite and notify Tarlton of the outcome of any such investigation.

Subcontractor shall notify Tarlton immediately following any accident involving personal injury, property, equipment or material damage, or near miss (i.e. an incident which could have caused either). Within 48 hours, Subcontractor shall provide a detailed written report of said incident.

Subcontractor agrees to assist Tarlton with any accident investigation in which the Subcontractor has any involvement, including access to and preservation of the work area and the production of any and all of its documents and records and any employees that might have been witness to the accident.

Subcontractor shall be responsible for its lower-tier contractors and suppliers accepting and complying with provisions of this article.

Tarlton may issue a directive to Subcontractor with respect to a Safety Compliance issue and may require Subcontractor to respond promptly to Tarlton's Directive. Failure of Subcontractor to correct the violation may cause Tarlton, at its discretion, to take whatever steps are deemed to be necessary to correct said violation in order to provide a safe worksite for all concerned parties (up to and including removal of unsafe individuals from the site and forbidding said individual from working on any Tarlton project). Any associated costs incurred by Tarlton because of such Subcontractor violation will be the responsibility of the Subcontractor.

In the event that a Subcontractor Safety Directive is issued to address a non-compliance with an OSHA, Tarlton-specific or Owner/site specific safety standard and Subcontractor fails to immediately correct the non-compliant issue, a deductive change order of \$250 will be issued as a reminder of the cost of non-compliance. If an additional violation of the same safety standard occurs, a \$500 deductive change order will be issued. Proceeds from said deductive change order shall be forwarded to the Kidstruction as a donation in Subcontractors name.

Refer to Attachment F for the Project Specific Safety Requirements.

Article 3

Subcontractor's Responsibilities

Execution of the Work:

Unless otherwise provided in Attachment B, Subcontractor shall furnish all permits (other than the general building permit), licenses, royalties, franchise fees, patent fees or fees of every kind; all temporary structures, scaffolds, lights, power, utilities, hoists, equipment, fuel, expendable supplies, shelters, building protection or fire protection; and other facilities of every type and description required for the safe, proper, efficient, and expeditious execution of Subcontractor's portion of the work.

Subcontractor shall obtain Tarlton's approval prior to locating any temporary structures on site.

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If Subcontractor uses any of the equipment or facilities of Tarlton, it shall pay a fair proportion of the cost thereof.

Subcontractor agrees that they are fully informed regarding all conditions affecting the work, material, equipment, apparatus and labor to be furnished for completion of this Subcontract; and also agrees and certifies that its information was obtained by personal investigation and research and not from any estimates or representations of any officer, agent or employee of Tarlton (whether written or oral).

Subcontractor shall independently determine and verify all field measurements, field construction criteria, etc., as required to accomplish, erect and complete the work requirements. If the schedule does not allow for the verification of field dimensions, Subcontractor shall clearly delineate which dimensions are critical for proper installation of the fabricated items on the shop drawing submitted for review and the corresponding submittal transmittal.

Subcontractor shall prepare shop drawings, samples and all "submittals" for review and/or approval as required by and in accordance with the Contract Documents. Receipt of submittals marked "approved" or "reviewed" does not relieve Subcontractor of their obligation to comply with the Contract Documents. Any deviations from the Contract Documents shall be clearly noted on the submittal and referred to in the submittal transmittal.

Subcontractor shall cooperate with Tarlton (and other subcontractors whose work might depend on or interfere with Subcontractor's work) and prepare or participate in the preparation of coordination drawings or models in areas of congestion as required by the Contract Documents, Attachment B or as necessary for the timely and safe execution of the work. Subcontractor shall advise Tarlton in writing as soon as possible of any known interferences or areas of concern.

Subcontractor shall comply with all Federal, State and local laws, codes and ordinances applying to the building or structure. Subcontractor is responsible for notifying the appropriate authorities and scheduling all inspections associated with their work. All inspections shall be scheduled in coordination with the short-term and overall project schedule and shall be communicated with Tarlton.

Subcontractor shall furnish periodic progress reports of the work as mutually agreed, including, but not limited to, daily work logs; minority or disadvantaged business participation; shop drawing preparation, material delivery, and fabrication and/or erection schedules; and shall allow Tarlton or their designated agents to inspect work in progress as necessary to verify compliance with the project requirements.

Subcontractor agrees to deposit all trash, rubbish, packing materials, crating materials and any other debris generated by their activities in trash receptacles provided by Tarlton. On-site trash receptacles shall be at a location designated by Tarlton's Project Management and provided at no cost to Subcontractor. Tarlton will be responsible for hauling to dump and dump fees. The "clean-up" effort is to be performed on an "as needed" basis and consistent with the project requirements. Debris will not be allowed to accumulate and Subcontractor has the duty and responsibility to maintain a safe, clean, and orderly work area that is compliant with OSHA standards (at the minimum). If these clean-up requirements are not met, Subcontractor grants Tarlton the right to perform any clean-up work it deems necessary and backcharge the responsible parties for these costs. Tarlton will attempt to provide 24-hour notice prior to performing any clean-up; however, Tarlton reserves the right to perform the clean-up work immediately if necessary at its sole discretion for safety reasons. Refer to Attachment F for project specific requirements.

Subcontractor will be responsible for the removal and disposal of all hazardous materials

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conjunction with the work. At no time shall Subcontractor be allowed to dispose of hazardous materials in Tarlton furnished trash receptacles. Refer to Attachment F for project specific requirements.

Subcontractor agrees that if they fail to prosecute the work diligently and properly, or fail to perform any other provision of this Subcontract, Tarlton may, after three (3) days written notice to the Subcontractor and Subcontractor's subsequent failure to cure the deficiencies, and, without prejudice to any other remedy it may have, correct the deficiencies and deduct the cost incurred from any payment then or thereafter due the Subcontractor. Subcontractor shall be liable for any costs incurred by Tarlton that are not recovered by Tarlton by deductions against the unpaid Subcontract balance. Tarlton's election not to deduct all or any portion of its costs from the unpaid Subcontract balance shall not be a waiver of Tarlton's right to recover said sums from Subcontractor.

Subcontractor shall complete all work to the final approval of Tarlton, the Architect/Engineer or Owner's authorized agent. Their decisions in matters relating to artistic effect shall be final so long as they are consistent with the Contract Documents.

Subcontractor shall take all necessary precautions to properly protect its work and the finished work of other trades while on site and shall notify Tarlton in writing should they not be on site and leave finished work or materials unprotected.

Subcontractor guarantees its work against all defects of materials and/or workmanship and as otherwise provided in the Contract Documents. If a guarantee is not mentioned in the Contract Documents, then Subcontractor guarantees its work for a period of not less than one year from the date of total acceptance of the Project by the Owner. This guarantee is not a limitation of Tarlton's rights or remedies for any breach of Subcontractor's obligations under the Contract Documents, express or implied.

Subcontractor shall not be relieved of its obligation to perform its work in accordance with the Contract Documents by tests, inspections, or approvals of its work by any person or entity; including, but not limited to, Tarlton, the Owner, and the Architect/Engineer.

Subcontractor shall provide a full time competent Superintendent/Foreman capable of making decisions in regards to scope, cost and schedule. The Superintendent/Foreman shall be onsite whenever work covered by this subcontract is being performed (i.e. whenever Subcontractor's employees and/or Subcontractor's lower tier contractors are on site). Superintendent/Foreman shall be present at all project coordination meetings while on site or when Subcontractor's work is being discussed.

Subcontractor shall be responsible for all printing and reproduction costs associated with the issue of any Contract Documents, updates, addenda, CBs, ASIs, sketches, RFIs, or other information provided by the General Contractor or Design Team. Subcontractor shall ensure its installers and vendors are provided the latest information and Contract Documents.

Lower Tier Contractors and Suppliers:

Within 10 days of notice of award via letter of intent or this Subcontract, Subcontractor shall provide Tarlton with a list of all lower tier contractors and/or suppliers of any sort that will be supplying labor, materials, and equipment to the Project on behalf of Subcontractor. Tarlton reserves the right to reject any lower tier contractors. Should this right be exercised, the only relief for Subcontractor shall be an increase to the contract sum equal to the differential between the bids of the replaced and the new lower tier contractors.

Subcontractor shall not (a) assign this Subcontract or any amounts due or to become due under this Subcontract without the written consent of Tarlton; (b) subcontract the whole of

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contract without the written consent of Tarlton; nor (c) further subcontract any portion of this Subcontract without written notification to Tarlton

Providing Subcontractor has been paid for its portion of the Work at issue, Subcontractor shall fully protect, indemnify, defend and hold harmless Tarlton and the Owner (and Tarlton's surety, if any, and any of Owner's affiliates, partners, customers, and lenders) from and against any and all liens, claims, security interests or conditional bills of sale (hereinafter collectively referred to as "liens") of laborers, mechanics, or material suppliers of Subcontractor and lower tier contractors of Subcontractor.

If at any time there is evidence of a lien (for which if established the Owner or Tarlton might become liable) which in any way relates to, or is claimed in any way to relate to, the work to be performed by Subcontractor, Tarlton shall have the right to retain, out of any payments currently due or that will become due in the future, an amount sufficient to completely indemnify and protect Tarlton and the Owner against such lien; including attorney's fees. If there are not sufficient unpaid monies due under this Subcontract to reimburse Tarlton for any amounts paid to satisfy any such lien, plus attorney's fees incurred by Tarlton and/or the Owner, Subcontractor shall immediately pay Tarlton the unreimbursed amount.

In the event that a lien is filed, Subcontractor shall promptly remove or discharge the lien by bonding, payment or other means of settlement. If Subcontractor fails to remove or discharge the lien, or to provide adequate security to Tarlton, the Owner and any Project lenders against the lien, within the lesser of three (3) calendar days or as stipulated in the Contract Documents, after delivery of written notice, Tarlton shall, in addition to its other rights hereunder, have the right to remove and discharge the lien in order to protect its interest and the interests of the Owner and any Project lenders. Subcontractor shall be responsible for all costs incurred by Tarlton and/or the Owner and Project lenders, including attorney's fees.

Subcontractor agrees that any work performed for Subcontractor by a lower tier contractor or supplier, shall be pursuant to a written subcontract or purchase order between the Subcontractor and each lower tier contractor or supplier. The written agreement shall contain provisions that:

Require the work be performed in accordance with all of the requirements and terms of the Contract Documents.

Waive all rights the contracting parties may have against one another as stated in 10.1 (Dispute Resolution).

Require the lower tier contractor/supplier to carry and maintain liability insurance in accordance with the Contract Documents and Attachment E.

Labor Relations:

Subcontractor recognizes that Tarlton is signatory to Collective Bargaining Agreements with the trades listed in Attachment F. To the extent that Subcontractor employs any of the same trades on the Project, Subcontractor shall abide by all of the applicable terms and conditions (including wages and fringe benefits) contained in the appropriate Collective Bargaining Agreements. Subcontractor will require their lower tier contractors, if any, to comply in a similar manner.

Subcontractor shall comply with all federal, state and local prevailing wage, tax, social security, unemployment compensation, and worker's compensation laws as applicable to the performance of this subcontract.

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To the extent permitted by law, Subcontractor shall employ labor that will work harmoniously with other labor employed on the Project or at the Project Site but under separate contract. Subcontractor shall not cause, in whole or in part, any work stoppage on the Project. Failure of Subcontractor's employees to recognize legally established and maintained construction gates and continue with their work shall not be cause for extension of Subcontractor's schedule. Subcontractor's employees are expected to report to work during any hand-billing, substandard wage or jurisdictional picketing. Subcontractor's employees shall continue to work during any other picket determined to be unlawful by the National Labor Relations Board.

Subcontractor shall execute and comply with all labor agreements if required by the Contract Documents. Refer to Attachment F.

Subcontractor shall abide by any federal, state, or local equal opportunity guidelines with respect to the management of their employees. Subcontractor shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, or disability or any other unlawful employment practices. If required by the Contract Documents, Subcontractor shall comply with the Federal requirements as outlined in Attachment G.

Subcontractor shall not knowingly employ illegal aliens in the completion of the work. In executing this Subcontract, Subcontractor certifies that they have verified the legal employment status via "E-verify" or some other method as required by the contract documents or by legal entity having jurisdiction over the project. Subcontractor will insure that their lower tier contractors and suppliers will comply in a similar manner.



Tarlton assumes toward Subcontractor all obligations and responsibilities that the Owner, by the Contract Documents, assumes toward Tarlton, as applicable to this Subcontract.

Except in the case of a safety infraction or immediate danger, Tarlton shall not issue any instructions, orders or directions directly to employees or workmen of Subcontractor other than to the persons designated as the authorized representative(s) of Subcontractor.

Tarlton agrees that claims for services rendered or materials furnished (i.e. backcharges) by Tarlton to Subcontractor shall not be valid unless written notice of the existence of a claim is given by Tarlton to Subcontractor within 30 days of the date when the claim originated.

Tarlton shall give Subcontractor an opportunity to be present and to submit evidence in any arbitration or other legal proceedings involving Subcontractor's rights.

If requested, Tarlton shall assist Subcontractor in verification of the Owner's ability to pay for the work under this Subcontract. Subcontractor must work through Tarlton in securing this information.

On request from Subcontractor, Tarlton will request the early release of retention (if held) from the Owner on behalf of Subcontractor in accordance with the Contract Documents and applicable law.

Article 5 **Schedule**

Time is of the essence and Subcontractor agrees to commence and to complete its work per the Master Construction Schedule as described in Attachment C or as subsequently modified in accordance with the Contract Documents.

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Subcontractor agrees to commence its work immediately (i.e., purchase/order materials and equipment, prepare submittals for approval and coordination, and fabricate as required) to permit its work to begin on site on the earliest date for Subcontractor's work shown on the latest version of the Master Construction Schedule.

The Master Construction Schedule may be updated and revised periodically to insure compliance with required contract milestone and completion dates. Said revisions shall not necessitate a change in the contract amount or other terms so long as the revisions do not materially change Subcontractor's scope of work.

Tarlton shall have sole ownership of all total and/or free float in the Master Construction Schedule (if any) and use of said float is at the discretion of Tarlton.

Subcontractor shall develop all progress schedules for its work as required in the Contract Documents for incorporation into the Master Construction Schedule. Additionally, if requested by Tarlton, Subcontractor shall participate in the development of the Master Construction Schedule or other intermediate/short interval project schedules.

Subcontractor shall be present at all jobsite meetings (if held) where its input is requested or required for efficient coordination with other project stakeholders.

Subcontractor agrees to cooperate with Owner, Architect/Engineer, Tarlton and other subcontractors in diligently scheduling and completing the work so that the entire Project can be completed as specified in Attachment C (or other Contract Documents) and so as not to conflict or interfere with the work of other subcontractors.

If Subcontractor does not carry out its work at such rates of progress as required by the Contract Documents or Master Construction Schedule, Tarlton may require Subcontractor to produce a recovery schedule to bring its work back in line with the Master Construction Schedule. or, Tarlton may require Subcontractor to work overtime or multiple shifts, add manpower and/or equipment, increase its supervision or such other actions Tarlton may deem necessary in order to minimize the impacts of Subcontractor's deficiencies to the Master Construction Schedule. Tarlton may take these actions without waiving any other rights it might have against Subcontractor and without Subcontractor receiving any additional compensation.

If Subcontractor's Work is delayed for any reason, Subcontractor shall submit a written delay notice to Tarlton within the earlier of the time frame dictated in the Contract Documents or three (3) working days after the occurrence of the event giving rise to the delay. If Subcontractor seeks an extension of time as a result of the delay, Subcontractor shall submit a request for an extension of time to complete its work within the earlier of the time frame dictated in the Contract Documents and ten (10) working days after the occurrence of the event giving rise to the delay.

Subcontractor's request for a time extension shall include a written Time Impact Analysis illustrating the influence of each delay on the current Master Construction Schedule. Each Time Impact Analysis shall include a written summary of the cause of the delay, a specific request for an extension of time, plus a Schedule Fragnet demonstrating how the Subcontractor proposes to integrate the delay into the Master Construction Schedule. (A Schedule Fragnet is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule to demonstrate the influence of the delay and the method for incorporating delays and impacts into the schedule as they are encountered.)

In cases where the Subcontractor does not submit in writing a delay notice or Time Impact Analysis for a specific change order or delay within the specified period of time, Subcontractor shall be deemed to have irrevocably waived its rights to any additional time and cost with respect to said change order or delay. Furthermore, if Subcontractor signs a Change Order which does not rightfully contain an extension of time, Subcontractor shall be deemed to have irrevocably

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is rights to any additional time associated with or resulting from the Change Order.

Subcontractor shall not be entitled to an extension of time for any delay that is not caused by Tarlton or another subcontractor unless, and only to the extent that, Tarlton receives a time extension from Owner. The Owner's issuance of a time extension to Tarlton is a condition precedent to Subcontractor's right to a time extension for any delay that is not caused by Tarlton or another subcontractor.

Unless there is recovery by Tarlton from the Owner or another subcontractor or supplier, no payment, or compensation of any kind, for damages shall be made by Tarlton to Subcontractor due to any delay even though Subcontractor's extension of time request is granted. In conjunction with the Contract Documents, Subcontractor hereby specifically waives any right to seek damages for delay in the Subcontract Work; including, but not limited to, extended overhead costs, extended supervision costs, extended general conditions costs, extended project overhead costs, increased wage rates, increased material prices, incidental damages, special damages, and consequential damages.

Subcontractor shall not have the right to stop its work due to any dispute or claim. Subcontractor shall continue with its work and may do so while prosecuting a claim or while reserving its right to assert a claim at a later time.

Article 6

Changes to the Subcontract Work

In the event that Subcontractor believes it is entitled to a change in any term of the Subcontract, including without limitation subcontract amounts or schedule for the performance of its work, Subcontractor shall give Tarlton written notice within seven (7) calendar days (or less if required by the Contract Documents, see Attachment F) of Subcontractor becoming aware of the grounds for the requested change. The written notice must be mailed or personally delivered to Tarlton's Project Manager at Tarlton's corporate offices (with a copy to a field office if applicable). In the absence of timely notice as required above, Subcontractor shall not have a right to any adjustment of any term of the Subcontract, including without limitation, amounts or time periods.

Except in the event of any emergency affecting safety of persons or property, Subcontractor shall not proceed with any work for which Subcontractor believes that it is entitled to a Change Order without a written change order or other similar document generated by Tarlton.

Subcontractor shall make any and all changes or deviations from the original plans and specifications without nullifying the original Subcontract when specifically ordered to do so in writing by Tarlton. Prior to the commencement of this revised work, Subcontractor shall provide Tarlton written copies of the cost or credit proposal for such revised work in a manner consistent with the Contract Documents.

In the event that Subcontractor's work authorization, daily report, time sheet, or other record (i.e. "ticket") is signed on the jobsite by Tarlton's superintendent or other representative, said signature is only for the purpose of verifying the hours spent on the work in question and not as an agreement by Tarlton that the work in question justifies a change order to Subcontractor. All "tickets" must be mailed or otherwise transmitted to Tarlton's corporate offices within 3 days of the date of the signature of Tarlton's representative

If Subcontractor fails to provide timely notice, or if Subcontractor proceeds without a written change order or other similar document from Tarlton, or if Subcontractor fails to present its "tickets" as dictated above, or if Subcontractor proceeds with work per written directive without first providing a written cost or credit proposal, then Subcontractor shall be deemed to have waived any right to exert a claim, request a change order, or be granted a time extension for the work in question. If Tarlton subsequently elects to grant a change order that adjusts any of the terms of the contract including, but not limited to, Subcontract amounts, time extension or

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schedule adjustment despite Subcontractor's failure to comply with the above requirements, then Tarlton shall not be deemed to have waived its right to enforce these provisions on any other request.

If a lump sum adjustment to the Subcontract amount cannot be agreed to prior to the commencement of the work in question, Subcontractor agrees to proceed on a "time and material" basis with the work so as not to delay the progress of the Project. Subcontractor shall present "tickets" to Tarlton's Project Superintendent at the end of each work day which itemize the labor, equipment and materials utilized by Subcontractor to perform the work in question. Subcontractor's compensation for the work shall be either on a lump sum basis or Subcontractor shall be paid based upon its signed "tickets" as reflected on the final signed Change Order. Payment shall be as stipulated elsewhere in the Subcontract.

Article 7

Payment

Tarlton agrees to pay Subcontractor per Attachment D of this Subcontract for the performance of Subcontractor's work in current funds, subject to additions and deductions for changes as may be agreed in writing via Subcontract Change Order.

Notwithstanding anything to the contrary in the Contract Documents, Subcontractor agrees that Tarlton shall have no obligation whatsoever to pay Subcontractor (whether progress payments, final payment, change orders, claims, or otherwise) until and unless Tarlton has been paid for Subcontractor's work by the Owner, which payment shall be a condition precedent to any payment obligation of Contractor to Subcontractor. Tarlton agrees to use Owner funds to pay Subcontractor within seven (7) days after Tarlton's receipt thereof. Tarlton may, at its sole discretion, pay Subcontractor at an earlier time than otherwise required by the Contract Documents. Any such payment shall not be deemed to be a waiver of this condition precedent as to any other payments to be made to Subcontractor.

For work performed on behalf of Tarlton or another Subcontractor and which is not covered by a Contract Change Order with the Owner, payment from the Owner is not a condition precedent for payment to Subcontractor. However, Subcontractor must still comply with all of the notice, invoicing, and other requirements of the Contract Documents with respect to any such claims for payment.

Tarlton reserves the sole right, and Subcontractor acknowledges such right, to withhold progress payments or portions thereof, in amounts judged necessary by Tarlton to cover the costs incurred or anticipated to be incurred by Tarlton as a result of Subcontractor's breach of any of the requirements of this Subcontract. Tarlton also reserves the right to withhold funds should it be determined that the value of the balance of the work to be completed exceeds the outstanding funds due on the Subcontract. Progress payments will not be withheld without written notification to Subcontractor.

Subcontractor shall submit to Tarlton periodic applications for payment as stipulated in Attachment D, so that Tarlton can apply for payment from the Owner in a timely manner. All applications shall be in the AIA G702/703 format and shall be per a schedule of values either as stipulated in the Contract Documents or as mutually agreed by Subcontractor and Tarlton.

Tarlton shall not be obligated to make any Progress Payments to Subcontractor until the following items are received and accepted by Tarlton:

Certificates of insurance per Attachment E;

Performance and payment bonds (if applicable);

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Schedule of Values consistent with the project requirements;

List of all lower tier contractors, suppliers and vendors of any type which will be used by Subcontractor on this Project;

This Subcontract executed by Subcontractor.

Additionally, as stipulated in Attachments D, F & G, Tarlton may withhold payment to Subcontractor until certain periodic reporting requirements are met (including, but not limited to, safety reports; daily work logs; minority or disadvantaged business participation; shop drawing preparation; material delivery; and fabrication and/or erection schedules; certified payrolls; and the review of as-built documentation).

Unless stipulated otherwise in Attachment D, notarized partial lien waivers from Subcontractor and their vendors, material suppliers and lower tier contractors, each signed by an officer of the party listed will be required by Tarlton to establish that all of Subcontractor's debts, liabilities and obligations for labor, material, and lower tier contracts for the previous month's invoice have been paid in full. Receipt of such partial lien waivers shall be a condition precedent to Tarlton's obligation to process or pay any further progress payments. See Attachment D for project specific lien waiver information and format.

Progress payments will be made each month for the proportionate contract value of work through the last day of the previous month. The amount paid will be determined as follows: work completed and stored to date as approved by Tarlton, less retention (as noted in Attachment D), and less the aggregate of previous progress payments. Invoices are to be received by Tarlton per Attachment D.

No payment to Subcontractor shall be construed as approval and acceptance of work done or materials furnished under this Subcontract.

Final Payment shall not be due until Subcontractor's work is fully completed and performed in accordance with the Contract Documents; such work and material are finally approved and accepted as complying with the Contract Documents by the Owner and Architect/Engineer; Subcontractor has submitted satisfactory evidence that all payrolls, material bills, vendors, material suppliers, lower tier contractors and all known indebtedness connected with Subcontractor's work have been satisfied; all required close-out reports and materials have been submitted and accepted; consent of surety has been received (if bond has been required); and final payment from the Owner is received by Tarlton for the work in question.

If Subcontractor causes, or contributes to cause, in any way any part of any assessment of liquidated damages against Tarlton, then in addition to all other remedies provided and available to Tarlton, Subcontractor shall be liable to Tarlton for the full amount of its proportionate share of such damages or liabilities plus, reasonable attorneys fees, expert witness fees, and costs incurred by Tarlton, in the event it becomes necessary to use an attorney and/or expert for purposes of management and/or collection, whether suit is brought or not.

Tarlton shall further have the right to withhold and set off from any monies due Subcontractor hereunder all or a proportionate share of any liquidated damages or liabilities incurred by Tarlton.

If payments are made for materials not incorporated in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be in accordance with the terms and conditions of the Contract Documents. If there are no such provisions and the stored materials are accepted by the Owner or his agent, certificates of insurance and transfer of ownership shall be required before payment is made. Offsite storage of materials shall be at a bonded/insured facility.

Tarlton agrees that should they fail to make payments to Subcontractor within seven (7) days from

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receipt of payment from the Owner (or as per the requirements outlined elsewhere in this Subcontract or other Contract Documents) through no fault of Subcontractor, then Subcontractor may, with seven (7) days written notice to Tarlton, stop work without prejudice to any other remedy they may have.

Subcontractor agrees that all monies received for the performance of this Subcontract shall be held IN TRUST by Subcontractor for the benefit of all its lower tier contractors, laborers and suppliers. This means that Subcontractor shall not have any interest in such funds until these obligations have been satisfied in full. Subcontractor agrees that all funds received shall be used first for payment of labor, material, equipment, supplies and services related to this work. Said monies shall not be diverted to satisfy obligations of Subcontractor on other contracts or interests until all obligations under or in connection with this Subcontract are satisfied in full.

Subcontractor agrees that the liability of the surety on Tarlton's payment bond, if any, for payment to Subcontractor, is subject to the same conditions precedent as are applicable to Tarlton's liability to Subcontractor. Provided, however, that nothing in this Subcontract shall be construed to diminish Subcontractor's lien rights against Owner's property in the event of non-payment by Owner to Tarlton.

Subcontractor agrees to defend, indemnify and hold Tarlton harmless from and against all liabilities, claims, losses and damages of any kind or nature whatsoever arising out of or relating to Subcontractor's breach or alleged breach of any of the terms of this Subcontract. In addition to said amounts, if any, to be paid to Tarlton by Subcontractor, Tarlton shall be entitled to recover all of its reasonable administrative and staff time (at Tarlton's standard hourly rates - including, but not limited to, salaried employees and officers) and expenses, and Tarlton's reasonable attorneys fees, expert witness fees and costs incurred in responding to any such claim or demand, whether or not suit is brought.



Subcontractor shall procure and maintain in force the insurance coverages as required in Attachment E with insurance carriers acceptable to Tarlton.

To the fullest extent permitted by law, Subcontractor agrees to defend, indemnify and hold harmless Tarlton, its Directors, Officers, Employees, partners, affiliates, subsidiaries, successors, assigns, sureties, insurers, agents and representatives from and against any and all loss, claims, suits, causes of action, liability, damages, costs, expenses (including, but not limited to attorneys fees) of any kind or nature whatsoever as a result of any alleged failure, neglect or inability of Subcontractor to: (a) fully and timely perform all of Subcontractor's obligations under this Subcontract; (b) pay its laborers, suppliers, and lower tier contractors (of any tier); (c) pay its union dues, fees and other obligations; (d) pay its tax, insurance and surety obligations; (e) as a result of any claim made by such laborers, unions, taxing authorities, insurers, suppliers or subcontractors (of any tier) against Tarlton, the Owner, the Architect/Engineer, Tarlton's surety or any other person or entity to whom Tarlton may owe a duty of indemnity; or (f) as a result of any personal injury or property damage arising out of or in connection with this Subcontract, or any work or operations under or in connection with this Subcontract

Tarlton and Subcontractor agree to waive all rights they may have against one another, and Subcontractor waives any right it may have against the Owner for damages caused by fire or other perils to the extent covered by property insurance described in the Contract Documents.

Risk of Loss

Unless provided for elsewhere in the Contract Documents, and except to the extent covered by proceeds actually received from the insurer under any applicable insurance policy, Subcontractor

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responsible for and shall bear all risk of loss or damage to the Subcontract Work and all materials, appliances, supplies and equipment to be incorporated in such Subcontract Work, wherever stored or located, until Tarlton's final payment to Subcontractor, unless such loss or damage results from the direct and sole negligence of Tarlton. See Attachment E for project specific insurance coverage requirements.

Article 9

Tarlton's Right to Perform Subcontractor's Responsibilities & Termination of Subcontract

Should Subcontractor be judged bankrupt or if a petition for bankruptcy is filed against them; or if they should make a general assignment for the benefit of its creditors, become insolvent, or if a receiver should be appointed to take charge of any of Subcontractor's property; or if it should persistently or repeatedly refuse or fail (except in cases for which extension of time is provided) to supply enough properly skilled workmen or proper materials and equipment; or if he should fail to make prompt payment to lower tier contractors, suppliers, labor, unions, or taxing authorities; or persistently disregard laws, ordinances or instructions of Architect/Engineer and Tarlton; or otherwise substantially violate any provision of this Subcontract; then Tarlton may terminate this Subcontract and take possession of the premises and all materials, tools and appliances thereon and finish the work by whatever method Tarlton may deem necessary. Tarlton may do so without prejudice to any other right or remedy. Prior to exercising its right to terminate, Tarlton must give Subcontractor seventy-two (72) hours written notice delivered by hand, or deposited in the United States Mail, First Class Certified, Postage Prepaid, addressed to the last known address of Subcontractor.

If Tarlton elects to terminate this Subcontract, Subcontractor shall not be entitled to receive any further payment until its work is finished and all other obligations of Subcontractor related to the Work have been satisfied. If the unpaid balance of the Subcontract amount exceeds the expense of finishing the work, including compensation for additional engineering, managerial and administrative services, such excess shall be paid to Subcontractor. If such expense exceeds the unpaid balance; Subcontractor shall pay the difference to Tarlton, including the expenses and damages incurred by Tarlton as a result of the default.

In the event that Tarlton incurs any attorney's fees in connection with the enforcement of any of the provisions of this Subcontract such attorney's fees shall be reimbursed by Subcontractor and any amount of such attorney's fees may be deducted by Tarlton from amounts due to Subcontractor.

Tarlton reserves the right to terminate this Subcontract for convenience. If this right is exercised, Subcontractor will be paid for all work completed and accepted by the Owner at the date of termination and all project specific materials fabricated and turned over to Tarlton plus an appropriate fee for the work and materials provided. Subcontractor shall provide all documentation necessary to substantiate its incurred costs.

Should Tarlton terminate this Subcontract for cause, and subsequently it is determined that cause did not exist, then the termination shall then convert to a termination for convenience.

Under no circumstances shall Tarlton be liable to Subcontractor for lost profits on uncompleted work.

Article 10

Dispute Resolution

If the Contract Documents between Owner and Tarlton contain an enforceable binding arbitration clause, then Tarlton and Subcontractor agree that any dispute arising under this Subcontract or the alleged breach thereof, shall be decided by arbitration in accordance with the procedures, if any, specified in the Contract Documents. Additionally, Subcontractor agrees to the consolidation of any claims into a single arbitration if requested by Tarlton.

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However, if the Contract Documents require a decision of the Architect/Engineer or Owner's Representative as a condition precedent to the commencement of an arbitration proceeding between Owner and Tarlton, such a decision shall not be a condition precedent to the commencement of arbitration between Tarlton and Subcontractor.

In the event that the Contract Dispute Resolution Procedures do not permit consolidation or joinder of third parties, such as Subcontractor, resolution of disputes between Subcontractor and Tarlton involving, in whole or in part, disputes between Tarlton and the Owner shall be stayed pending conclusion of any dispute resolution proceeding between Tarlton and the Owner. Subcontractor shall be bound by the outcome of any such proceeding between Tarlton and the Owner.

Subcontractor agrees to make all claims for which the Owner and/or another subcontractor may be responsible in the manner and within the time limits provided for claims by Tarlton against the Owner and/or other subcontractors to permit Tarlton to initiate claims against the Owner and/or other subcontractors. At Subcontractor's expense, Tarlton may allow Subcontractor to prosecute any such claim in Tarlton's name for the use and benefit of Subcontractor. Subcontractor shall be bound by the outcome of any such claims against the Owner and/or other subcontractors.

Subcontractor agrees to continue the work and maintain the progress schedule during any dispute resolution proceedings, unless otherwise agreed by Subcontractor and Tarlton in writing.

It is agreed that this Contract shall be governed by and interpreted in accordance with the laws of the State of Missouri. The parties agree that the exclusive jurisdiction and venue of any litigation arising out of or occurring because of breach or alleged breach of this Subcontract shall be in the U. S. District Court for the Eastern District of Missouri or the Circuit Court for St. Louis County.

The prevailing party in any such dispute shall be entitled to recover its reasonable attorney's fees, expert witness fees, and other documented and reasonable costs and expenses at the trial and any appellate level and in any collection or enforcement actions.

Article 11

Miscellaneous Provisions

This subcontract is solely for the benefit of the heirs, successors and assigns of the signatories hereto. Nothing in this Subcontract is intended to create any enforceable third party rights against Tarlton or Subcontractor.

The failure of Tarlton to insist, in any one or more instances, on Subcontractor's performance of any of the terms or conditions of this Subcontract, or the failure by Tarlton to exercise any of its rights under this Subcontract or by law, shall not be deemed to be or construed as a waiver or relinquishment of such term, condition or right with respect to further performance or of any other term, condition or right.

If any term of this Subcontract is deemed unlawful, the entire Subcontract shall not be deemed "null and void."

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This Subcontract includes this Agreement and the following Attachments, all of which are hereby a part of the Contract Documents.

- Attachment A: Documents
- Attachment B: Scope of Work
- Attachment C: Project Schedule
- Attachment D: Contract Amount and Billing Information
- Attachment E: Insurance Requirements
- Attachment F: Project Requirements and Information
- Attachment G: EEOC Requirements
- Attachment H: Changes to the Subcontract, if applicable
- Attachment I: Government Forms and Reporting Requirements, if applicable



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal, the day and year first above written.

TARLTON CORPORATION-CORE

Signature: _____

Name: _____

Title: _____

Attest:

(Seal)

"Subcontractor"



Signature: _____

Name: Dirk G. Elsperman

Title: Executive Vice President/COO

Attest:

(Seal)

"Contractor"

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Attachment A:

Documents

A.1 Contract

Contract Agreement between Tarlton Corporation and xxxxxxxxxxxxxxxxxxxx dated.

A.2 Specifications

Specifications entitled dated.

<u>Section</u>	<u>Rev</u>	<u>Description</u>	<u>Date Issued</u>
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A.3 Drawing List

<u>Drawing</u>	<u>Rev</u>	<u>Description</u>	<u>Date Issued</u>
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A.4 Other Documents Specifically Incorporated

<u>Title</u>	<u>Date Issued</u>
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A.5 Please note that Subcontractor's proposal is not a contract document.



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Attachment B:

Scope of Work

Subcontractor will furnish all of the labor, materials, tools, equipment and services necessary to perform the work to complete the Inner Company Charges at 5500 West Park Avenue, St. Louis, MO 63110 for Tarlton Corporation in accordance with the contract documents as outlined in Attachment A.

Subcontractor's Scope of Work includes all work necessary to completely perform the Work identified as follows:

1.

B.3 Subcontractor's Scope of Work does not include:

1.

B.4 Subcontractor will be working with the following sub-tier contractors and vendors:

1.



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Attachment D:

Contract Amount and Billing Information

D.1 Subcontractor is to be paid on a basis.

D.2 The Contract Amount has been determined as follows:

Base Bid	
Accepted Alternates / Value Engineering Items:	
Not Applicable	\$0.00
Contract Amount	\$0.00
Additions/Deductions:	
Not Applicable	\$0.00
Total with Additions / Deductions	\$0.00

The project is not sales tax exempt.

If accepted at a later date, the following Alternates and/or Value Engineering Items will be added to the contract via Change Order:

D.3.1

The contract amount includes the following allowances (subcontractor is responsible for maintaining accurate records for determining final amounts):

D.4.1

D.5 The following Unit Prices are applicable to this contract:

<u>Description</u>	<u>Qty Included</u>	<u>Unit Price</u>
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Any "Time and Material" work will be completed at the following rates (appropriate breakdown of rates to be attached):

D.7 The allowable mark-ups on additional work are as follows:

- Overhead
- Labor
- Material
- Equipment
- Subcontractors & Rental Equipment:
- Profit/Fee

D.8 Retention

Retention to be withheld for this project will be 10.00%.

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Per Article 7, invoices are due at **GCPay.com** by the ___ of each month with projections for work completed and stored to date through the .

The following information must be included with all invoices:

1. Project Name, Tarlton Project Number and Subcontract Number
 - a. When submitting by email, the above should be the email Subject
2. Schedule of Values in the form of the AIA G702/703 billing format
3. Appropriate lien waivers (see attached form)
4. Other required documentation (forms attached)
 - a. Stored Materials, Certified Payroll, as-builts, DBE utilization, etc.

The logo for Tarlton Corporation, featuring the word "TARLTON" in a bold, sans-serif font. The letters are white with a grey shadow effect, giving it a 3D appearance. The logo is centered on the page.

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Attachment E: **Insurance Requirements**

Subcontractor shall obtain, at its sole cost and expense, and shall require sub-subcontractor of any tier, to obtain at their sole cost and expense, and keep in force in accordance with the terms of this agreement, insurance for protection from claims under workers compensation acts; claims for damages because of bodily injury, including personal injury, sickness disease or death of any of the contractors employees or of any other person; claims for damages because of injury to or destruction of property including loss of use; claims for damages because of bodily injury or death of any persons or property damage arising out of ownership, maintenance or use of any motor vehicle, equipment, aircraft, or watercraft; and claims arising out of the performance of the contract and caused by Subcontractor or sub-subcontractor's negligence. Compliance by Subcontractor with these insurance requirements shall not relieve Subcontractor from liability for amounts not covered by insurance.

Prior to commencement of the work, Subcontractor shall deliver to Tarlton insurance certificates indicating that the required insurance is in force with insurance companies with a Best rating of at least A- VII or otherwise satisfactory to Tarlton Corporation. The specific scope of services required under the contract shall be listed on the certificate of insurance. On request from Tarlton, Subcontractor shall deliver copies of the actual insurance policies. All certificates of insurance required shall provide that there shall be no material change in, or cancellation of, the policy or policies shown except upon 30 day prior written notice via certified mail to Tarlton. No later than 30 days prior to the renewal date, Subcontractor shall furnish Tarlton, with updated or replacement certificates of insurance that clearly show continuation of all coverages in the same manner, limits and protection, as required by this agreement.

Tarlton Corporation, their respective officers, agents, and employees, shall be included as additional insureds under all coverages of the subcontractor as well as those of the sub-subcontractors, including Completed Operations coverage (except Professional Liability, if applicable, & Statutory Workers Compensation), as required by this agreement and shall be specifically identified on the certificates of insurance. All primary and excess/umbrella policies shall also provide primary coverage without right of contribution by any insurance carried by Tarlton. A waiver of subrogation in favor of Tarlton, shall also be endorsed to all the policies, including Workers' Compensation where allowable by law.

Such insurance as required shall be kept in force by the subcontractor continuously during the term of the agreement. The Completed Operations Insurance (General & Umbrella Liability) and Discovery period (Professional Liability, if applicable) required shall be kept in force by Subcontractor for a period of not less than the Statute of Repose or Statute of Limitations whichever is greater after the date of substantial completion.

Subcontractor will require all Sub-Subcontractors to comply with the same insurance requirements imposed on Subcontractor.

General Conditions:

For all insurance required by this agreement, Subcontractor and sub-subcontractors may provide the liability limit specified by means of a combination of Primary and Umbrella Liability insurance. The Umbrella Liability coverage must be as broad or broader than the Primary Insurance policies.

E.3 Limits & Coverages

The Types of insurance and minimum amounts of limits, required hereunder are:

Combined Single Limit

- (a) Builder's Risk: Builder's Risk will be provided by [Tarlton](#). Subcontractor or sub-subcontractor will be responsible for the deductible, if required, for any Builder's Risk loss resulting from the operations of the subcontractor or sub-subcontractor.

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The following coverages may be required as determined by Subcontractor's scope of work:

Shall be renewed and remain in force for a minimum of Statute of limitations/repose for the Completed Operations Coverage.

If written on a claims-made basis, the Retroactive date shall be no less than the commencement of work.

In the event that Subcontractor's required scope of services includes any testing, design, consulting, analysis, or other consulting work, whether self-performed or subcontracted, Subcontractor will also maintain Professional Errors and Omissions Liability insurance. The Errors & Omissions Liability insurance may be combined with the Contractor's Pollution Liability insurance to meet this section. All other terms, limits, and other insurance provisions outlined in this specification shall apply to the Errors & Omissions Liability insurance, including scope of services evidenced on the certificate of insurance, as well as policy retroactive date requirements.



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Attachment F: Project Requirements and Information

Property Description and Notifications;

1. The legal description of the property on which the project site is:

[>>Enter Legal Property Description<<](#)

2. All legal notifications to be sent to the following:

- a. For Tarlton: Tarlton Corporation
Attention: Dirk G. Elsperman
5500 West Park Avenue
St. Louis, MO 63110
- b. For the Owner: Tarlton Corporation
Attention:
5500 West Park Avenue,
St. Louis, MO 63110
- c. For the Subcontractor: TARLTON CORPORATION
Attention: xxxxxxxxxxxx
5500 West Park,
Saint Louis, MO 63110

Project/Emergency Contacts: The following personnel are the day to day contacts for this project. Please direct all correspondence to the appropriate parties. Subcontractor's personnel shall not change without written notice to Tarlton.

Request for Information (RFI):

Change Proposal:

Billing Information: gcpay.com

Subcontractor's Project Manager:

Subcontractor to write in

Subcontractor's Field Supervisor:

Subcontractor to write in

- F.3 The following are project specific safety requirements

1. Occupational Safety and Health Act of 1970 (OSHA)

Change Management: While each party would like to build the project without changes to the original scope of work, sometimes changes to the scope are unavoidable. Following the appropriate procedures will help to insure that our projects run smoothly.

Per this agreement/the contract with the owner, Subcontractor has [>>Enter change time in Project Master - Misc Info - Sub Notification Time<<](#) days to notify Tarlton of a changed condition.

Appropriate notification to Tarlton shall be via a Request for Information (RFI).

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Tarltan will investigate the issue and forward to the Owner if appropriate for determination of scope.

Tarltan will then issue a Request for Pricing (RFP). Note, this is not a notice to proceed with the added work, only with pricing of said work.

Once pricing is finalized with the owner, the appropriate change documentation will be forwarded to Subcontractor. This will be Subcontractor's official notice to proceed with the work.

Changes will be billed on the monthly invoice per Attachment D.

Labor Relations:

Tarltan will employ the following crafts on this project:

The following labor agreement applies to this project:

b.

Project Specific Documentation Requirements:

1.

Project Specific Logistical Requirements:

0. Trash / Recycling :

0. Parking / Deliveries :

0. Other :



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Attachment G: EEOC Requirements

on to the requirements of Section 3.3 of the agreement, the following will apply:

Subcontractor will not discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex or national origin. Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, age, handicap, creed, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the contract officer setting forth the provisions of the nondiscrimination clause.

Subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, creed, color, religion, sex or national origin.

Subcontractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contract officer, advising the labor union or workers' representative of Subcontractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Subcontractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor. The reference incorporates Section 503 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974.

Subcontractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event Subcontractor's noncompliance with the discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and Subcontractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedied involved as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

Pursuant to section 503 of the Rehabilitation Act of 1973, and under 41 C.F.R.60.741 the affirmative action clause set forth in Section 741.4 of the regulations is considered to be included in every federal contractor subcontract exceeding \$2,500 and therefore, if applicable, is incorporated herein by reference.

Therefore, unless exempt, the Subcontractor certifies that it will take affirmative action to employ and advance in employment any qualified handicapped individual, defined as "Any individual who has a physical or mental

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isability which for such individual constitutes or results in a substantial handicap to employment.”

The Subcontractor further certifies that it will obtain identical certifications from proposed sub-subcontractors prior to the award of subcontracts exceeding \$2,500 covering the procurement of personal property and non-personal services (including construction).

Employment of Veterans. 41C.F.R. 60-250 contains a clause required in every Federal Invitation to bid or contract for \$10,000 or more for the procurement of personal property and non-personal services (including construction), and every subcontract entered into in carrying out such contract. Said clause, which is included herein by reference (and which should be referred to in its entirety), requires among other things, that all suitable employment during the performance of the contract, including those not generated by the contract and those occurring at an establishment of the contractor other than the site wherein the contract is being performed by excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provided such reports to such local office regarding employment openings and hires as may be required. The Subcontractor agrees to and certifies that it is in compliance with the above provision and that it will place it in any subcontract of \$10,000 or more directly under this contract.

Subcontractor will include provisions of paragraphs 1 through 9 for Equal Employment Opportunity in every sub-subcontractor purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subcontractor or vendor. The Subcontractor will take such action with respect to any sub-subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Subcontractor becomes involved in, or is threatened with, litigation with a sub-subcontractor or vendor as a result of such direction by the contracting agency, Subcontractor may request the United States to enter into such litigation to protect the interests of the United States.

Subcontractor shall implement a corporate ethics program to comply with FAR 52.203-13 for all contracts greater than \$5,000,000 or 120 days in duration. If subcontractor chooses, it may utilize Tarlton Corporation's Corporate Compliance Code. A copy will be furnished on request.

Subcontractor certifies that they have read and will abide by the above provisions.

Subcontractor will
 will not
 not applicable