

## Sub-Contract Agreement

THIS AGREEMENT, made this 18th day of September A.D. 1985  
 by and between Latterfield Plumbing Company, Inc.  
 hereinafter called the Sub-Contractor and Universal Constructors, Inc.  
 hereinafter called the Contractor.

For the consideration hereinafter named, the Sub-Contractor covenants and agrees with the said Contractor as follows:

First. The Sub-Contractor will furnish qualified supervision and labor, as well as all necessary material, scaffolding, equipment, insurance, taxes and incidentals of acceptable quality and quantity and will fully construct, and in a good, substantial thorough and workmanlike manner perform and in every respect complete furnish and install the complete plumbing system, water heaters as per plans and/or specifications and addendas dated 2-14-85 as prepared by David Furzan, Architect. Subcontractor shall examine and sign a contract set of drawings in field office as part of this contract. Furnish necessary shop drawings and submittals, provide all labor, materials, scaffolding, services, supervision and all other items required for complete and operable systems, whether or not specifically shown or detailed. Subcontractor shall be responsible for coordination of all his systems with all other trades; and interference or problems incurred or rerouted at subcontractors expense, but with prior approval of the Architect. Subcontractor shall provide all supports and perform all excavating, backfill cutting, blocking and patching required for the proper installation of his equipment, piping, etc. Also, this subcontractor shall provide all permits, fees, licenses, inspections and tests as required for all systems. The complete installation shall conform to all applicable local and national codes. Run all piping as detailed and any modification to structural or piping will have to be approved by the Architect. Also, includes furnishing and installing Owens Corning 5 ft. White Tub, Nonskid Bottom. Provided the outside plumber has left pipe extension for final connections, this subcontractor will make final water and sanitary sewer connections to the buildings. This subcontractor will insulate all water piping under crawl spaces, inside first floor chase walls, exterior walls and other areas subject to freezing. Also required will be a water test on portable water during\* for the above named structured, according to the plans and specifications (details thereof to be furnished as needed) of David Furzan, Architect, and to full satisfaction of said Architect and the Contractor.

Second. The Sub-Contractor will promptly begin said work as soon as he is notified by the Contractor that the ground is clear or the structure far enough advanced to allow the beginning of that portion included hereunder, and will carry forward and complete said work as rapidly as said Contractor may judge that the progress of the structure will permit, unless detained by other Sub-Contractors; in which event he will promptly notify the Contractor in writing, who (if satisfied that said delay is caused by others than said Sub-Contractor hereunder) will allow additional time sufficient in his judgment to make up the time so lost. This paragraph shall cover any extra work done or materials furnished under this contract.

Third. The Sub-Contractor will perform its duties hereunder, and prosecute said work, with due diligence, without delay, and will not in any manner, by delay or otherwise, interfere with the work of the Contractor, or other Sub-Contractors, and should the said Contractor reasonably conclude from the facts that the said Sub-Contractor is delaying or otherwise inhibiting said work, Contractor may so notify Sub-Contractor, who shall, within two (2) days thereafter, furnish whatever equipment, materials, etc. are required, and employ a sufficient number of additional men having the necessary skills as required, to perform this Contract; and in case Sub-Contractor fails to comply with said demand, Contractor shall have the right, but not the duty, to furnish said material, etc. and employ said additional men and charge the expense thereof against the said Sub-Contractor and deduct same from this Contract, and should the amount or balance due on said Contract be insufficient, to collect said deficiency by legal process. Exercise by the Contractor of its options hereunder is not prerequisite to, nor in lieu of, other rights of the Contractor elsewhere provided for in this Contract. The Sub-Contractor shall maintain his work and work area in broom clean condition at all times. The Sub-Contractor shall be responsible for and pay for such clean up.

\*sheetrock stage. Nail guards where pipe penetration occurs. Repair framing members excessively damaged by plumbing rough-in.