

ARTICLE 1
SCOPE OF WORK

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1.1 The Contractor employs the Subcontractor as an independent contractor to construct a part of the Project for which the Contractor has contracted with the Owner. The Subcontractor's portion of the Project, hereinafter referred to as the "Work," is set out in Exhibit A attached hereto. The Subcontractor agrees to perform such Work under the general direction of the Contractor and subject to the final approval of the Owner, in accordance with the Subcontract Documents. This Agreement and the Subcontract Documents incorporated herein represent the entire agreement between the parties and supercede all prior negotiations, representations, or agreements.

1.2 The Subcontract Documents, hereinafter referred to as the "Subcontract," include this Agreement, the Conditions Between Contractor and Subcontractor for Design Build (AGC Document 430), and documents set forth therein, all of which are more specifically identified in Exhibit B attached hereto. If any provisions of such documents conflict with the terms of this Agreement, the terms of this Agreement shall control. The Subcontractor binds himself to the Contractor for the performance of Subcontractor's Work in the same manner as the Contractor is bound to the Owner for such performance under Contractor's contract with the Owner.

1.3 In the performance of his Work, Subcontractor will:

.1 Furnish all labor and materials, along with competent supervision, shop drawings and samples, tools, equipment, scaffolding, permits and fees necessary for the construction of the Work; and,

.2 Give all notices and comply with all applicable laws, building codes, ordinances, regulations and orders of any public authority bearing on the design and construction of the Work under this Agreement.

ARTICLE 2
PROJECT SCHEDULE

2.1 Subcontractor will commence, and thereafter prosecute his Work in accordance with the Project Schedule so as not to cause any delays or interference with the completion of the Project or in the obtaining of payments by the Contractor from the Owner or the final acceptance of the Project by the Owner. If the Subcontractor does not commence the Work in accordance with the Project Schedule, or if at any time the Work is not performed in accordance with such schedule, the Subcontractor agrees, upon three (3) days' written notice from the Contractor, to provide the necessary personnel and supply such equipment, materials, overtime work, workers and other devices and facilities as necessary so as to expedite the Work. Such notice, once given, shall continue in effect until the Work specified therein has been fully completed, even though the Subcontractor has initially acted under the notice but has failed to continue to do so until complete performance thereof. Subcontractor shall work overtime, at the direction of Contractor without additional cost to Contractor if such overtime work is necessary to cure delinquency in maintaining the Project Schedule and such delinquency is due to delays by Subcontractor.

ARTICLE 3
CHANGES IN THE WORK

3.1 The Contractor may order changes in the Work consistent with the provisions of the Conditions Between Contractor and Subcontractor for Design-Build and within the general scope of this Agreement, consisting of additions, deletions or other revisions.

3.2 No claims for extra work or changes will be recognized or paid unless prior approval has been obtained in writing from the Contractor.

ARTICLE 4
GENERAL PROVISIONS

4.1 The Work performed under this Agreement is subject to the approval of the Contractor and Owner.