

Article V-Sub-Contractor shall provide safe and sufficient facilities to Engineer, 1 times for inspection of the work by the Contractor, the Architect or their duly authorized representatives and shall within twenty-four (24) hours after receiving written notice from the Contractor proceed promptly to take down all portions of the work and remove from the bounds and buildings all material, whether work or unwork, which the Architect shall condemn, or fail to approve, and shall promptly make good all such work, and all other work damaged or destroyed, in removing or making good said condemned work. Sub-Contractor shall make his work available for inspection by Contractor, Architect, Engineer or Owner at all reasonable times.

Article VI-(a) Sub-Contractor shall at all times supply adequate tools, appliances and equipment, a sufficient number of properly skilled workmen and a sufficient amount of materials and supplies of proper quality to efficiently and promptly prosecute said work and shall promptly pay for all materials purchased and shall pay all workmen each week and obtain and furnish Contractor weekly with three copies of payroll verified by affidavit.

(b) The Sub-Contractor shall give his personal superintendence to the work or have a competent foreman or superintendent satisfactory to Contractor on the work at all times during progress with authority to act for him.

Article VII-(a) Contractor shall have the same rights and privileges as against the Sub-Contractor herein as the Owner in the General Contract has against Contractor.

(b) Sub-Contractor acknowledges that he has read the General Contract and all plans and specifications, together with all amendments and addenda thereto, and is familiar therewith and agrees to comply with and perform all provisions thereof applicable to Sub-Contractor. The intent of the Contract documents is to include all items necessary for the proper execution and completion of the work. The Contract documents are complementary and what is required by any one shall be as binding as if required by all. Work not covered in the Contract documents will not be required, unless it is consistent therewith and is reasonably inferrible therefrom as being necessary to produce the intended results.

(c) All work shall be done under the direction of the Architect and his decisions as to the true construction and meaning of the drawings and specifications shall be final. Sub-Contractor shall conform to and abide by any additional specifications, drawings or explanations by the Architect to illustrate the work to be done. In the absence of an Architect, then the Owner will assume his position unless otherwise agreed.

(d) Sub-Contractor shall procure at his own expense all required permits and licenses. Upon request, Sub-Contractor shall furnish Contractor any permit or license information requested by Contractor including, but not limited to, license numbers. In the event that Sub-Contractor fails to furnish such information as requested, Contractor may withhold from Sub-Contractor's progress payments such amount as may be necessary to satisfy any governmental enforcement agency tax or taxes, interest or penalty levied against the Contractor for failure to furnish such information.

(e) Sub-Contractor shall give a bond payable to and in favor of the Contractor in form satisfactory to the Contractor, with surety thereon, for the guaranteeing of payment of all contributions or monies to be withheld, including penalties and interest, by reason of all applicable state statutes or municipal ordinances in the location where the work is being performed. The Contractor may, at its sole option, waive such requirement for the posting of such bond in which event the Contractor shall withhold payment from the Sub-Contractor of such amount due to the Sub-Contractor under the subcontract, sufficient to pay all contributions, including penalties and interest, required by such state statutes or municipal ordinances.

Article VIII-To secure performance by Sub-Contractor, and any funds expended by Contractor hereunder, Contractor shall have a lien upon all materials, tools, appliances and equipment of the Sub-Contractor on the premises or used in connection with said work.

Article IX-(a) Sub-Contractor shall turn said work over to Contractor in good condition and free and clear of all claims, encumbrances or liens and shall protect and save harmless Contractor and Owner from all claims, encumbrances, liens, costs, expenses and attorney fees, growing out of the performance of this Sub-Contract, and Sub-Contractor shall at his own cost and expense, (including attorney's fees), defend all suits to establish such claims, and pay any such claims or lien so established.

(b) Sub-Contractor shall, as often as required by the Owner or Contractor, furnish a sworn statement showing all parties who furnish labor or material to Sub-Contractor, with their names and addresses and the amount due or to become due each. Like statement may be required from any sub-contractors of the Sub-Contractor.

Article X-(a) Sub-Contractor shall indemnify Contractor against all claims for damages arising from accidents to persons or property occasioned by the Sub-Contract, Sub-Contractor, his agents or employees; and Sub-Contractor shall defend all suits brought against the Contractor on account of any such accidents and shall reimburse Contractor for any expense, including reasonable attorney's fee, sustained by Contractor by reason of such accidents.

(b) Sub-Contractor shall carry public liability insurance and also such employers' liability or workmen's compensation insurance as may be necessary to insure the liability of the parties hereto for any injuries to Sub-Contractor's employees, and all insurance required by the law of the place where said work is to be done and the contract documents, and shall furnish Contractor with satisfactory evidence that such insurance has been obtained and paid for and will continue in force until the completion of said work, and if the Sub-Contractor should sublet any of this work to a third party, Sub-Contractor shall see that said third party shall do likewise.

(c) The Sub-Contractor represents that he is an independent contractor, and as part of the obligations assumed by him in this Sub-Contract, accepts exclusive liability for all taxes and contributions required of the Contractor or Sub-Contractor by the Federal Social Security Act and the Unemployment Compensation Law or similar law in any State in respect to the employees of Sub-Contractor in the performance of the work herein provided for, and agrees to furnish Contractor with suitable written evidence that he has been authorized to accept such liability. The Sub-Contractor further agrees that if he cannot furnish said evidence, or should fail to do so, prior to beginning his work the Contractor may, at his option, pay or reserve for payment said taxes and contributions and deduct the amount paid or reserved from payments due, or to become due the Sub-Contractor. The Sub-Contractor agrees to protect the Contractor against all liability in respect to said employees under said Act or Law.

(d) The Sub-Contractor accepts exclusive liability for any and all taxes including, but not limited to, sales tax or use tax which may be assessed against materials, equipment or labor used in his part of the work.

Article XI-(a) Sub-Contractor shall begin work as soon as instructed by Contractor, and shall carry on said work promptly, efficiently and at a speed that will not cause delay in the progress of Contractor's work or other branches of the work carried on by other sub-contractors. Contractor may require Sub-Contractor to prosecute in preference to other parts of the work such part or parts as Contractor may specify.

(b) Sub-Contractor, at Contractor's request and at the time specified in such request, shall submit to Contractor progress, procurement, and manhour completion schedules, satisfactory in form and content to Contractor and, upon Contractor's acceptance of the schedules, shall prosecute the work in accordance therewith.

(c) Any damages for delay, including any liquidated damages charged to Contractor, which in Contractor's sole opinion were caused by Sub-Contractors shall be deducted by Contractor from the agreed price for said work as liquidated damages and not as a penalty, subject, however, to the option of the Contractor to terminate said employment for default as herein elsewhere provided.

(d) Contractor shall not be liable to the Sub-Contractor for delay to Sub-Contractor's work by the act, neglect or default of the Owner, or Contractor, or the Architect, or by reason of fire or other casualty, or on account of riots or of strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond the Contractor's control; but Contractor will cooperate with Sub-Contractor to enforce any just claim against the Owner or Architect for delay.

(e) Should Sub-Contractor be delayed in his work by Contractor, then Contractor shall owe Sub-Contractor therefor only an extension of time for completion equal to the delay caused and then only if a written claim for delay is made to Contractor within forty-eight hours from the time of the beginning of the delay.

(f) Sub-Contractor shall remove from the premises, as often as directed by the Contractor, all rubbish and surplus material which may accumulate from the prosecution of said work and should Sub-Contractor fail to do so, Contractor may, at his option, remove same at Sub-Contractor's expense.

Article XII-It is understood and agreed that the laws of the State of Tennessee will govern the interpretation of this contract. The provisions of this document shall be controlling should there be a conflict between its terms and the terms of any attached or referred to materials.

Article XIII-Should alterations or extra work be hereunder required by Owner, Contractor or Architect, Sub-Contractor shall furnish the material for, and perform same. Should omissions be required, Sub-Contractor shall omit such of the work as Owner, Contractor, or Architect may from time to time direct. Should Sub-Contractor encounter during the progress of the work subsurface and/or latent conditions at the site materially differing from those indicated on the drawings or specifications to the General Contract, or unknown conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the plans and specifications. Contractor's attention shall be called to same in writing before such conditions are disturbed. If such changes or changed conditions cause an increase or decrease in the amount due to Contractor under the General Contract an equitable portion of such increase or decrease shall be added to or deducted from the subcontract price; and in no event shall such addition to or deduction from the subcontract price exceed an equitable portion of such increase or decrease in the amount due Contractor under the General Contract. The amount of the increase or decrease in the amount due under the General Contract shall be determined in accordance with procedures specified in the General Contract and when finally so determined shall be binding upon Contractor and Sub-Contractor. To facilitate determination of such increase or decrease Sub-Contractor at Contractor's request will within the time specified in such request submit to Contractor a firm proposal for the performance by Sub-Contractor or any alterations or extra work required by Contractor in such detail as Contractor may require; but the actual addition to or deduction from the subcontract price shall be fixed in accordance with the foregoing provisions of this paragraph after the increase or decrease in the amount due the Contractor under the General Contract shall have been finally determined. No changes are to be made however except upon a written order from Contractor before the work is commenced, and Contractor shall not be held liable to Sub-Contractor for any extra labor, materials, or equipment furnished without such written order. Nothing contained in this article shall excuse Sub-Contractor from proceeding with the prosecution of the changed work when and as directed by Contractor.

Article XIV-Sub-Contractor shall not sublet, assign or transfer this Sub-Contract, or any part thereof, without the written consent of the Contractor.

Article XV-The provisions of the attached Rider complement and are a part of the printed contract.

Article XVI-Sub-Contractor agrees to comply with all OSHA requirements, as well as any and all other safety standards and requirements applicable to Sub-Contractor's work.

Article XVII-Contractor is an equal opportunity employer and will not discriminate against Sub-Contractor or its employees because of race, color, religion, sex or national origin. Contractor warrants all company facilities are nonsegregated except those for toilet and changing.